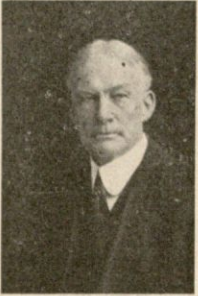


How the University Got Its Land

By PROF. F. W. BLACKMAR



Professor Blackmar

This is the first article of a series which Dr. Blackmar intends to write for the Graduate Magazine on the Growth of the Campus. It deals with the acquisition of a tract which was merely a barren waste in the memory of many alumni who do not feel old yet. The author's first-hand knowledge furnishes some interesting side-lights on dealings of an earlier day—dealings which involved great generosity on the part of some and keen foresight on the part of others.

I SHALL not go into the early history of the establishment of the campus on Mt. Oread, but refer specifically to one little chapter of its enlargement, namely, of the fifty-one acres that lie directly west of the street railway and on which is now situated the administration building, the gymnasium, the engineering building, electrical laboratories and Potter lake.

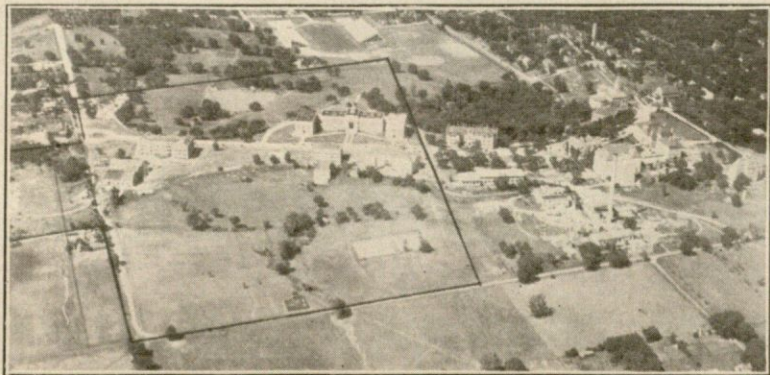
Before giving a description of the method of acquirement of the tract, I may say that I was well acquainted with ex-governor Charles Robinson and Mrs. S. T. D. Robinson, his wife. Coming to Kansas from Johns Hopkins University at Baltimore I was much impressed with the uniqueness of Kansas history, the Kansas spirit and the Kansas people. Governor Robinson was a very interesting character and I wrote numerous sketches of his life, one for the American Historical Society, one for the Kansas Historical Society and one for Crane & Company of Topeka. After his death in 1894 I began on a complete sketch of his life involving many phases of Kansas history. This interested Mrs. Robinson very much and in 1900 after the death of Charles Chadwick, one of the executors of the estate, I was urged by Mrs. Robinson to accept an appointment in his place.

Knowing that the University was the residuary legatee of the estate under Governor Robinson's will, I finally concluded to accept the position. This position I held with Mrs. Robinson as co-executor until her death in 1911 and two years thereafter, closing up the estate in 1913 except one minor matter which dragged along until 1922. I

mention these facts merely to show historical connection.

Mrs. Robinson had a nephew, Frank B. Lawrence, of Boston. They were related to Amos A. Lawrence, after whom our city was named and who was instrumental in furnishing the first funds for the foundation of the University of Kansas in connection with the North College, another chapter in the history of the campus. Through Mrs. Robinson I became acquainted with Frank B. Lawrence and there grew up a cordial friendship between us.

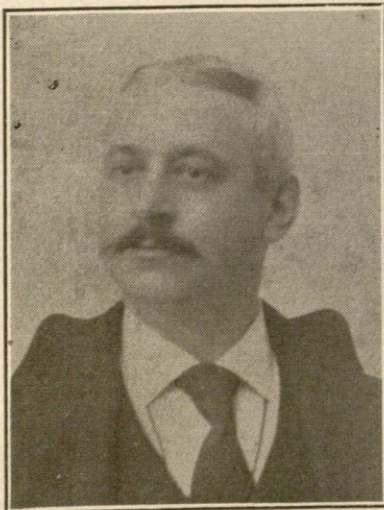
About 1903 Fred B. McKinnon, formerly secretary to Chancellor Snow, conceived the idea of running an electric railway from the town across Mount Oread. This railway was to come up Mississippi street, pass over to Maine and skirt along the western slope of the campus west of the present stadium, curve around and tunnel under the crest of Mount Oread, crossing under Oread avenue just east of the main engineering building, at the narrowest point at the crest of the hill. It was then to skirt southeast on the southern slope of the hill, reaching Tennessee street at the corner of eighteenth, thence north on Tennessee to the center of the town.



THE FIFTY-ONE ACRE TRACT which the University got for \$1800 shown here in the plot enclosed by dark lines. A few acres lay west of Michigan Street it will be noticed.

As this whole territory then was a wilderness with scarcely any residences along the line of contact, Mr. McKinnon proposed to develop a plan of selling residence lots as a partial method of financing the enterprise. Options were taken on all of the vacant territory along the proposed line at a very low price per acre.

My first intimation that they intended to control the land on the top of Mount Oread was a letter from Frank B. Lawrence enclosing power of attorney and asking me to act as his agent concerning any agreements upon the land. I tried to show him that the University would eventually want this land and asked him if he could not make a gift of it with the proviso that a building would be placed on it named after him, assuming that the Regents would be glad to enter into such an agreement. The proposition did not appeal to him as he did not care for his name on the building. Moreover, he stated that he could not afford to give the land to the University. I then asked him if he would make a gift of ten acres located on top of Mount Oread, from the street railway west to the boundary of his land, now Michigan avenue. He thought favorable of this provided some recognition



FRANK B. LAWRENCE, of Boston, Mass. He was a nephew of Mrs. Sarah T. D. Robinson. Through his generosity the University acquired the 51-acre tract west of the street car tracks almost as a gift.

should be made of his aunt and uncle, Governor and Mrs. Robinson. He promised to come to Lawrence, visit the University and consult the Board of Regents regarding the land question.

In the meantime the Regents became thoroughly aroused at the prospect of having the expansion of the University of Kansas thus cut off and took active measures to procure land adjoining the campus. About this time for the want of financial support and possibly because of the active interest of the Regents,

the McKinnon project collapsed. The probable gift of ten acres and the possible acquisition of the whole tract was still under consideration by Mr. Lawrence. In talking the matter over with one of the Regents, namely, Mr. Thomas Potter, after whom Potter Lake was named and who was a vigorous supporter of the enlarged campus, Mr. Potter said to me that ten acres were not enough but they must have all of it by purchase or otherwise.

I may mention here that the fifty-one acres in question were deeded by Charles Robinson to his wife who told me that she and the Governor had in mind that the University would eventually own this land, but a sudden change of mind, the cause of which I will not discuss here, caused her to deed it to Frank B. Lawrence, and the question was, how could it be obtained from Mr. Lawrence for the University?

In June, 1904, Mr. Lawrence wrote me that he would be in St. Louis the first two weeks in September, where he hoped to meet me. He doubted the probability of his coming to Lawrence at this time.

On September 7, Mr. Lawrence wrote me that he would be in St. Louis from the tenth to the twenty-third of September. I agreed to meet him there as a matter of pleasure and would take up the University land question. We discussed the land question freely. He had already received, independent of the McKinnon plan, overtures for the purchase of the entire tract, which he had ascertained from business men was worth \$10,000. However, he agreed to give ten acres to the University provided the University would purchase the rest of it. A member of the Board of Regents had written him a letter mentioning the power the University had to condemn the land and take it at an estimated value, an entirely useless communication which only excited Mr. Lawrence's indignation. This was finally smoothed over and the most friendly relations were established between Mr. Lawrence, Chancellor Strong and the Board of Regents. I quote the following letter from Mr. Lawrence to the Chancellor:

125 Milk St., Boston, Mass.
Oct. 8, 1904.

Frank Strong, Chancellor,
The University of Kansas,
Lawrence, Kansas.

My Dear Sir:

I beg to acknowledge receipt of your favor of the 28th Sept., regarding the parcel of land lying west of the University, owned by me, and which you designate as "the Robinson tract."

Acceptance of your kind invitation to visit the University and inspect plans for proposed improvements is indefinitely postponed owing to my incomplete plans for a contemplated trip to the Pacific coast. I thank you for the invitation and hope some time to have the pleasure.

While I have felt for some time the University should absorb the tract in question I have been unable and do not now see my way clear to enable it to do so by immediate gift, but perhaps an agreement satisfactory to both parties may be arrived at which will amount to the same in the end, and for that purpose and in lieu

of a personal interview I will make this proposition for presentation to the Board of Regents:—

If they will give me ten thousand dollars cash for the forty odd acre piece, I will make a deed of gift to the University of the reserved ten acres adjoining the present campus and arrange by will to cause the amount thus paid me to revert to the University at my death, providing satisfactory recognition is made of the Governor and Mrs. Robinson as proposed in your communication to which this is a reply.

This virtually amounts to a loan of ten thousand dollars for a few years, without interest, and is the sum offered me by other parties for this land and which, I am informed by a real estate man in your town, is a fair price for it. Personally I would prefer the University should acquire this tract than an outside individual or syndicate.

Since my return from St. Louis I have been approached by a real estate man in Kansas City regarding this property with a view to purchase, but have delayed giving him a satisfactory reply on account of the conversation with Professor Blackmar at the Exposition and will continue to until hearing from you again.

I regret exceedingly my inability to make a gift to the University of the whole tract at the present writing, but under existing circumstances it is quite impossible.

If convenient I will thank you for as early reply as possible and in case of acceptance of my proposal will take the necessary steps to bring the matter to a close.

Awaiting a decision, I beg to remain,

Very truly yours,

(Signed) Frank B. Lawrence.

Mr. Lawrence was a very courteous gentleman but a very careful business man. The Board of Regents realized that the land was cheap at \$10,000 but they did not have the money for immediate purchase. Mr. Lawrence wanted to close out the matter as soon as possible for reasons of his own. Following is Chancellor Strong's reply to Mr. Lawrence's letter of Oct. 8:

October 15, 1904.

Mr. Frank B. Lawrence,
125 Milk Street,
Boston, Mass.

My Dear Sir:

Your favor of October 8th in which you make a proposition for the acquiring of the so-called "Robinson tract" by the University, was duly received. I wish to thank you for the same. We intend to accept your proposition, or some modification of it such as may be agreed upon. After the receipt of your letter and before I had an opportunity of talking with Professor Blackmar, he came in to say to me that he had also received a letter from you and that upon thinking the matter over and talking it over with the attorney of the Board of Regents, who is himself a member of the Board, he had a method of arranging the matter to suggest which he thought would amount to the same thing to you as your proposition and at the same time would relieve us of some legal difficulties arising because of the peculiar situation of state institution. His suggestion was that the University pay to you during your lifetime an annuity of six per centum upon the capital sum of ten thousand dollars. I told him that so far as I could tell that seemed to be a fair arrangement, although I wished him to make it plain to you that we were not in any sense undertaking to dictate terms to you. As it came from him, however, without any

suggestion or thought of it on our part, and as he justly is in your confidence I thought it would not be unfair for you to consider it. I am therefore relying upon your proposition of October 8th unless some modification if it seems wise to you. It would of course very much easier for us to handle the whole matter in the manner suggested by Professor Blackmar for several reasons.

We feel under great obligations to you for your consideration. We have always intended, whatever became of the so-called "Robinson tract" to give Dr. and Mrs. Robinson full recognition by some fitting University memorial.

With best wishes, I am,

Very truly yours,

(Signed) Frank Strong, Chancellor.

The first annuity plan was not entirely satisfactory to Mr. Lawrence, as he wrote me on October 17. He wanted more money to use immediately and he did not want to disturb his investments, although he was not entirely adverse to the plan. But on the eighteenth I received the following letter from him:

Boston, 18th Oct., 1904.

My Dear Blackmar:

After mailing my letter to you last evening it occurred to me that perhaps the Regents could, on the \$600 per year plan, see a way to pay me the first three years at the start, thus giving me some money (\$1800) to use and they having that time to recover from the shock. I will try and live out the three years but if I should not it will be a cheap purchase of land for them. This is only a suggestion and may not meet with your views at all. If so, please let me know.

Truly yours,

(Signed) Frank B. Lawrence.

After consulting with Chancellor Strong I wrote Lawrence that I thought the arrangement could be made for the advance payments.

The Regents of the University did accept the annuity plan as presented by him, which provided that the first three payments should be paid in advance. This money had to be raised temporarily by the people of Lawrence pending a meeting of the legislature.

I quote from a letter from Mr. Lawrence of Oct. 25, 1904—

"I am agreeable to the \$600 per year annuity plan, if I receive \$1800 cash on the passing of the deeds, and shall write the Chancellor so today and will appoint you my agent on the ground to have the deeds and agreements prepared for me to sign and forward to me when ready.

"I do not see my way clear to make a trip West just now. If the Regents are ready I am. The sooner the better. In making payments at the expiration of the three years I would like an arrangement by which I may receive quarterly payments in advance of \$150, say on 1st of Dec., Mar., June, and Sept. . . ."

The Regents met Mr. Lawrence fairly on every proposition and settled everything to the latter's satisfaction. Mr. A. C. Mitchell, then a member of the Board of Regents, handled the legal side of the business, although Mr. Lawrence asked me to continue my power of attorney and the Chancellor desired that I continue the negotiations until they were closed. The deeds and contracts having been

prepared, I sent them to Mr. Lawrence with the accompanying letter:

Nov. 23, 1904.

Mr. F. B. Lawrence,
Boston, Mass.,
125 Milk Street.

Dear Mr. Lawrence:

I enclose you herewith deeds and contract in duplicate for you to sign and execute and return to me or to Chancellor Strong.

It has been a very difficult proposition to get this in legal shape and at the same time satisfy the individual demands of the several members of the Board of Regents. As the Board is obliged to answer to the legislature of Kansas for any transaction of this nature, they were very anxious to do nothing which would prejudice their cause with that body.

Therefore, they felt it necessary to put in a clause making it optional to take over said land absolutely by the payment of the sum of \$10,000.00. This was to forestall any criticism which might arise by certain individuals who might state that the Regents would have done better to buy the land outright than to pay such annuity. But as your interest goes on just the same up to the time of such possible payment of \$10,000.00, it can mean no loss to you, and I trust you will accept it as it is written. The last clause might as well have been left out, for, as you see, it means nothing unless you so choose to make it. It was put in to satisfy some member of the Board. The Regents have tried faithfully to satisfy your demands in every way, and at the same time, do everything legally and within their designated powers.

In closing, let me emphasize the fact, that the Board of Regents have not hesitated or quibbled over your proposition. The only fear they had was that something might be done to prejudice their case with the legislature, from which the University receives its support.

With best regards, I remain,

Very truly yours,
(Signed) F. W. Blackmar.

On December 7 the deal was closed, as indicated in the following letter from Mr. Lawrence:

125 Milk St., Boston, Mass.
Dec. 7, 1904.

My Dear Blackmar:

Your favor of Nov. 30th enclosing contract and cheque and that of Dec. 1st came duly and I thank you for all.

I want to send you my sincere thanks for all the trouble you have been to on my account and want you to know that without your able assistance I could have done nothing so well as it has been done. I fully realize this fact and feel duly grateful to you.

I ack. receipt of contract and cheque to the Chancellor and had from him a very pleasant note of thanks.

Wishing you and yours the compliments of the season, I remain,

Truly yours,
(Signed) Frank B. Lawrence.

In the next month I received the following letter, which indicates the apparent reasons why Mr. Lawrence wanted the whole \$10,000 paid or else annuity paid three years in advance:

244 Massachusetts Ave., Boston, Mass.
Feb. 7, 1905.

My Dear Blackmar:

I want to acknowledge the receipt of the deeds and

Gather for the Radio Rally

The first "Alumni Radio Rally" of the year will be held the evening preceding the K. U.-Aggie game, October 16. K. U. grads should tune in at 8:30 o'clock central time. The band, the glee club, chalk talks by folks you like to hear and a special number by Henry McCurdy, '21, will make up the program. Henry will be on the ether with some of his famous pianologues, offering some pep songs that will make your receiver dance with old-time K. U. spirit. He has a new song that he hopes to be able to offer that night with the band and the glee club ready to help him. You won't forget the date—Friday, October 16, 8:30 p. m.

accompanying letter and to thank you for them. I am no longer in the ranks of the employed, having severed my connection with the tel. company on the 1st. Feb., having been there almost fourteen years. Have not been feeling quite well of late and the Dr. says I must get more exercise in the open air or die, so I decided to take his advice. Am feeling better already and after a little when I have taken some trips around hope to be still better. I want to go over to Washington for the inauguration and may go to Bermuda for a little sea trip. Later on shall hope to get out your way for a little visit and possibly next winter to Cala. again. My plan now is to play for about a year or so before taking up any new work or position. Think I am entitled to it and know my health demands it. My aunt sent me the enclosed clipping some time back. Is there any truth in it. Of course if the Regents want to pay me the money I shall not kick for then I can have so much more to spend during my vacation. Am glad you were successful in downing the Hills man and my aunt is tickled to death about it. With kindest regards to Mrs. Blackmar and yourself, I am,

Very truly yours,
(Signed) Frank B. Lawrence.

P. S. Sorry you did not get East. Would like to see you.

No one connected with the dealings with Mr. Lawrence had any idea that he was in ill health until I received this letter. His health gradually declined and he died March 18, 1907.

Subsequently the Regents in carrying out the contract with Frank B. Lawrence called the new gymnasium the Robinson gymnasium and placed a bronze tablet and photograph in the gymnasium of both ex-governor Charles Robinson, the first governor of Kansas, and his wife, Sara T. D. L. Robinson, where they are seen by thousands of students.

It appears that the most valuable part of the campus was acquired through the generosity of Mr. Lawrence and the wisdom of the Board of Regents in its foresight in extending the campus in this direction. An enlarged picture of Mr. Lawrence adorns the walls of the Chancellor's office.

Owing to the limited space at the command of the Graduate Magazine, I have been obliged to omit many of the details in the story but have given the main facts.

Frank W. Blackmar.