How the University Got Its Land

By Prof. F. W. 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 acquisition 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, reach 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.
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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 acres piece, I will make a deed of gift to the University of the reserved ten acres adjoining the present university limits and what the amount of money that I think I would like to have the Board of Regents purchase the tract from me at a fair price. Personally I would prefer the University to acquire this tract as an outside individual or syndicate.

I am a native of St. Louis and I have been approached by a real estate man in Kansas City regarding this property with a view to purchase, but have decided that we have nothing on account of the conversation with Professor Blackmar at the University in the course 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 you early reply as possible and in case of acceptance of my proposal will take the matter as soon as possible and make the money for immediate purchase. Mr. Lawrence wants to close out the matter as soon as possible for reasons of his own. Follow the Chancellor in response to my letter of Oct. 8:

Dear Mr. Lawrence,

The Regents of the University of Kansas sent me a letter from Mr. Lawrence to the Chancellor:

125 Milk St., Boston, Mass.

Mr. Lawrence was a very courteous gentleman but a very careful business man. The Board of Regents realized that the land was chosen by the University and wanted to make the purchase on their own account.

Mr. Lawrence said that they were interested in the property for reasons of their own. Following is Chancellor Strong's reply to Mr. Lawrence:

125 Milk St., Boston, Mass.

My Dear Sir:

Your letter of October 8th in which you make a proposal for the acquisition 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 in regard to the matter, I had also received a letter from you and that upon thinking the matter over still 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 suit which he presented to me the other day. The real estate man was interested in the property for reasons of his own, as your proposition and at the same time would relieve us of some legal and financial difficulties because of the peculiar situation of state institution. His suggestion was that the University pay you during your lifetime for the land, it being payable in full with the capital amount of ten thousand dollars. I told him that so far as the University of Kansas is concerned, it would be perfectly fair to make such a proposition to you, although I wished him to make it plain to you that we were not in any way undertaking to dictate terms to you. At 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 presentation of October 8th unless some modification in the arrangement as I see it should prove wise to you. It would of course be easier for us to handle the whole matter in the manner suggested by Professor Blackmar for several reasons.

Let me send you a copy of the letter I received from the Boston, Mass.

From your letter of Oct. 25, 1904:

"I am able to give the $600 per year annuity plan. If I receive $1800 cash on the passing of the deeds, and shall write you a letter promptly after the death of my agent on the ground that you have the deeds and agreements prepared for me to sign and forward to you 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 have the option of receiving the $1800 in three years, paying you on 1st of Dec., Mar., June, and Sept.\."

The Regents of the University of Kansas fairly viewed 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 would have assigned his power of attorney and the Chancellor desired that he continue the negotiations until they were closed. The deeds and contracts having been

FRANK R. LAWRENCE, of Boston, Mass. He was a nephew of Mr. Samuel S. Robinson. Through his generosity the University acquired most of the Massachusetts 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 discuss the matter with the Board of Regents; but the question of the land was deferred.

In the meantime the Regents became thoroughly interested in the prospect of having the expansion of the University of Kansas thus brought about and took active measures to procure land adjoining the campus. About this time the want of financial support and possibility of the active interest of the Regents,
prepared, I sent them to Mr. Lawrence with the accompanying letter:

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

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:

424 Massachusetts Ave., Boston, Mass.

Feb. 7, 1905.

My Dear Blackmar:
I want to acknowledge the receipt of the deeds and 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 dowsing 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 gymnadium the Robinson gymnadium and placed a bronze tablet and photograph in the gymnadium 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.