


9-1913

Unsigned letter to Theophilus Brown Larimore

unknown

Follow this and additional works at: https://digitalcommons.acu.edu/dixieland_college_materials

 Part of the [Biblical Studies Commons](#), [Christian Denominations and Sects Commons](#),
[Christianity Commons](#), and the [Religious Education Commons](#)

Not seen

September 1913.

Dear Brother Larimore:

There should be no misunderstanding between yourself and us, if you will take into consideration everything that has had any bearing upon the present situation.

In your letter dated August 23rd, 1913, written from Nashville to Brother Bowers, you say:

"I have not been able to do much with regard to Dixieland since I last saw you. I think a friend and brother here who is abundantly able to do so will, if you so desire, buy the 192 acres of Dixieland proper, as an investment; but, while I am willing to hold the property as I now hold it till January 1, 1914, I really believe we can never build Dixieland College. Having just ~~reached~~ reached that conclusion, I deem it my duty to pass the conclusion on to you without delay."

After expressing his regret that such was the conclusion, Brother Bowers wrote to you under date August 26th with reference to the proposition to sell the 192 acres, as follows:

"As for selling the 192 acres to your friend, will say we will be glad to let him have the Freeze Place, The Campbell Place, and the Studstill Place for \$21,000.00. We would not want to sell the 192 acres without selling the other places also. We would not agree to sell the Freeze place alone".

On September 1st brother Bowers wrote you ~~letter~~ offering the entire North Gainesville proposition, and named the different places in the proposition that were included, and quoted price of \$20,000.00, with a loss of \$1735.00, and stated that the same should be sold not later than the 20th instant. No reference being made in any of the above propositions to the Willis Colson Place, each place being referred to by name.

Page 2 T. B. L.

And in reference to the above proposition you wrote under date Sept. 13th, 1913 from Smithville, Tenn., that you understood the letters perfectly, but to preclude the possibility of the slightest misunderstanding you stated that you understood the ^{proposition to include} entire/Dixieland tract, 292 acres, the Campbell tract of 20 acres--312 acres; the Studstill place 15 acres, and the Manning place $2\frac{1}{2}$ acres-- $17\frac{1}{2}$ acres, aggregating in full $329\frac{1}{2}$ Acres.

Brother Bowers, immediately upon receipt of the above information wrote to you under date the September 15th that the proposal as outlined in previous letter did not include the Willis Colson tract of 100 acres. To make the matter absolutely clear a map of the land offered was sent under separate cover and referred to in the letter in which the proposition was made to sell the various properties, named, as an investment. The map was not received, evidently until after you arrived in Nashville, but it corresponded with the letter, with reference to the property offered for sale, and was exactly as we intended the letter to be understood by you. We did not offer to you, neither have we offered to anyone else the Willis Colson tract of 100 acres. He is taking care of that himself as an individual proposition.

~~The proposition~~ The proposition we made to sell the land as indicated on the map and as specified by name in the letter has not been accepted within the time specified in the letter, and there is no reason why we should entertain any further offers for the present.

Page #3. T. B. L.

Ofcourse, no one meant to deceive anybody in this matter, and any suggestion of such motive would be absolutely unbecoming members of the human family, ^{much less} ~~especially~~ brethern such as we are. If we knew that it was thought that we were not ~~honest~~ in the matters and things that we have done and undertaken, ofcourse, there would not be any further use to say a word. We were sincere in making the propostion that we made to sell certain land, as indicated, and named, but you simply misunderstood, what was offered, but it was made clear to you by the map and the additional letter above referred to.

Now, under the original agreement to hold the land intact, the different tracts and prices we specified, also, the object for which the land was to be held until January 1, 1914, was set forth in the agreement. We all know that it was to be held in trust for the purpose of building Dixieland College. When on August 23rd, you wrote to us that this could not be ~~do~~ done, and asked for price on the 192 acres of Dixieland proper, which was to be offered to a friend there, not for the purpose of carrying out the intention of the original agreement, but as "an investment", this could not be done without, first acknowledging, that the original agreement could not be carried out. In fact, when this land was offered as "an investment" it was mutually understood, that the agreement to hold it till Jan. 1st, 1914, had to cease, else, it could not have been offered in good faith, as an investment to anyone.

Page 4. T.B.L.

There could exist at the same time on the same tracts of land, an agreement to hold it for the purpose of building a school, and an agreement to sell it as an investment.

We understand that the agreement to hold it in trust for the purpose of building a school ceased to exist, as between ourselves, when it was admitted that the school could not be built, and we were asked to name a price on 192 acres in Dixieland proper, as "an investment".

The land and the prices were all indicated in the original agreement, and to carry it out, as originally intended, there was no need of making another offer, and none was asked, and therefore none made.

But this new proposition was made as entirely separate and distinct matter, without reference to any previous understanding about tracts of land or prices thereon. It was absolutely independent. Brother Bowers offered what he was individually interested in, including the Manning Place, and named the places and quoted the price for the whole for immediate acceptance.

At the same time he made price on those certain places he stated that the land being offered here, and, as the parties here wished to put up money pending their investigation of it, which money was first payment on the property, if accepted by them, and we wished to know if your deal had reached a climax there, we sent the wire to know if we had your permission to sell the land, meaning, as explained in later wire to ascertain, if you had any claim to the land being offered, since we had parties here ready to put up the money.

Page #5-T.B.L.

In view of all of the facts and circumstances connected with this whole matter, I am sure we will all be obliged to admit the follows:

- 1st: The agreement to hold the land for the purpose of building the school, was annulled, by the statement that the school could not be built, and the mutual understanding that it be offered, as an investment, in part.
- 2nd: That the land could not be held for the purpose of building the school, and at the same time offered and sold as an investment, no reference being made to the building of the school in the new proposition.
- 3rd: That it was properly offered, as an investment, with the mutual consent of all parties concerned, after due consideration.
- 4th: That this was all done in the absolute knowledge and understanding, that the sale of the land as an investment was the end of the school project.
- 5th: We have not betrayed a trust, neither have we accused anyone else of doing so.

We also know that we have acted in the best of faith, and with the assurance that we were and are dealing with friends, and there is a better way to settle misunderstanding among brethren than resorting to the law. We do not fear the law, however, for we know that the law would not make us convey more acres than we specify in a proposition, and further that no contract for sale is binding, in the law, until we have received cash in hand as part payment for the land to be conveyed, and this we have not done, and will not do at the present time.

We also know that if it should be legal that we should let a man have one hundred acres of land more than he agreed or offered to him, that it would not be right and just, in the eyes of moral people, nor in the eyes of Truth.

Even so: let us have no further misunderstandings about this or any other matters, but let us from henceforth deal direct with the purchasers when we have anything to offer.

Yours Fraternally,