


9-25-1913

## Unsigned letter to Theophilus Brown Larimore

unknown

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September 25, 1913.

Dear brother Larimore:

I am sorry that there has been some misunderstandings in reference to the contemplated deals in the North Gainesville property.

You had with you the agreement entered into when you were leaving here which stated clearly the acreage and the prices of the Dixieland proposition. That original agreement has not been changed in form. It is plain as to the land, also, definite as to the object for which it was made, to-wit: The building of Dixieland College, if it could be done.

When on August \_\_\_\_, you wrote to us that you had made no progress in the matter, and was sure that the School could not be built, and asked then for price on the one hundred and ninety two (192) acres of property, which you wished to offer to a friend there, as an "investment". Our only conclusion was that the original agreement was then considered as no further effect, because, it stated prices, and the object and spirit of it was clear. No "investment" proposition should have been considered or thought of, and would not have been, had we not had this request from you, accompanied by the statement that "Dixieland College could never be built, and the you deemed your duty to pass the information on down to us."

We were not to hold the land as "an investment" and your request for another proposition and our submission of

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another proposition, which was to sell certain specified acres of the land at a certain price was a virtual repudiation of the agreement made between us originally. It acted automatically to annul the old agreement, when the new proposition was submitted and considered.

There could not be an agreement on the same land to hold it intact for the purpose of building a school, and at the same time an agreement to sell the same property to a party as "an investment", without reference to the building of the proposed school.

We made the proposition then on the tracts as definitely outlined, and named, giving the number of acres in each, and named in addition to the acreage tracts the Manning place, which includes the house. ( This was not in the old agreement. ) At the same time told you that we were trying to sell the property here. There was no mention made of any objection to the sale of it here, since we had quoted it as a new proposition, as "an investment". We offered to the other parties the same acreage as we did to your friend, not including the Manning place, and neither did we include the Willis Colson 100 acres.

Before closing here we wanted to know if your trade had been closed, hence the wire to know if there was any claim on the land at your end of the line. Evidently no trade had been consummated, hence we are still endeavoring to close the trade here. We can sell to one party as "an investment" as

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properly as we can to another.

We would be glad if the school could be built and to that end we are willing and anxious to live up to the letter and the spirit of that original agreement to hold the land, but we cannot see that ~~we could do so~~ ~~if the purpose of that agreement was~~ when we offer the land as an investment to parties here after it was stated by you that the purpose of the agreement could not be carried out, and that you wanted to offer it to a friend there as an investment.

What is proper for one side of an agreement is proper for the other side.

If we cannot offer it as "an investment" neither can you do so.

If you insist that you can offer it as an investment, under the terms of that original agreement, and do so under the guise of that agreement as an option to do so, we can claim the same privilege.

We cannot accept both as binding, because, these two propositions are antagonistic to each other. It will have to be one or the other. It cannot be both.

Your sincerely and frankly,