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Letter from George Sibley to John Jay Johns, June 3, 1859

George Champlin Sibley *Elma, St. Charles, Missouri*

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To Mr. John Jay Johns

Prest. Board of Directors

Linden-Wood Female College

Sir- A Report has reached me indirectly, and in no tangible form, to the effect, That the Board of Directors of the L. Wood F. College have Sold, conditionally, another large portion of the college endowment land, for the purpose of paying certain Debts contracted by the College, for Out Buildings & the incidental expenses &c. Can this be true? I hope not- Already has too much of that property been frittered away to Serve purposes quite foreign to the object originally intended, exclusively to be aided thereby; and entirely inconsistent with the tenure by which the property is held by the College- The Devise was not made, or ever for a Moment intended to be made, to Build, but to "aid in the Endowment", thereby to promote one of the main objects of the Institution, as Set forth in the Deed of transfer; to wit: to Reduce the Charges for tuition &c. as low as practicable, the legitimate effect of an Endowment- All that has been or may be hereafter Received from the Sale or lease of any portion of the land Deeded to the College; Should be in good faith and Scrupulously funded for the Endowment- If any of it has been or may be used for any other purpose whatever, it Should be <u>Refunded</u> with <u>Interest</u>- The property Should be husbanded with judicious care, for the Sole object of aiding & increasing the Endowment- any perversion or alienation of this fund, or any part of it from that object, may work the forfeiture of your title, and the consequent loss of the whole property- this ought to be carefully guarded against - If the Directory has indeed bargained away any more of the College Endowment land, than the Lots designated on your Plat for Sale or lease (which I Regret that I ever Sanctioned) its transfer would be, in my Judgment, in violation of an express condition of the Deed under which you hold, and will manifestly imperil your title- Of course I could not concur in it, but be much more disposed in view of the premises, to protest against it, as injudicious & unsafe-

The following quotations may Serve further to place this matter in its Right position-<u>First</u>- from my letter of 5th. Jany. 1853 to the Revd. J. S. P. Anderson of St. Louis- "This Bequest tho' only now partially available, will however, when in the course of events it Shall come into the full possession of our Presbytery, prove entirely available, <u>in aid of an Endowment fund</u>, increased most probably <u>50</u> p Cent: on its estimated present value"- (The above has Reference to the 3d. Article of my Will)-- <u>Second</u>- From the 3d. Article of the Will above alluded to- "Now therefore, in consideration of the premises, I do hereby Will and Bequest unto the Linden- Wood female College, <u>To aid in the permanent endowment thereof</u>,

and no other &c.- Third- From the Deed of 4th. July 1856 (Superceding the 3d. Article the Will) - "In consideration of their earnest <u>desire</u> to aid in the endowment &c." - In full accordance with the above quotations, and for the <u>express</u> purpose of making assurance doubly Sure, in Securing their object- the <u>First Conditi</u>on of the Deed Sets forth that the <u>120</u> Acres of land conveyed by the Deed "with all its Rents, Revenues, and avails, howsoever accruing, Shall never in any manner, or under any pretence whatever, either in whole or in part, be diverted or alienated from the proper benefit, Service or behoof of the College aforesaid"-

It were needless for me to write any thing further here on the Subject-Most Respectfully

Yr. Mo. Obt. Svt.

Elma 3d. June 1859

Geo. C. Sibley

The word <u>as</u> has been omitted between <u>College</u> & <u>aforesaid</u>, in the Deed as it was executed- In the Original Dft: it was "<u>College as aforesaid</u>" which better expresses the full meaning of the Deed.

Mr. Watson & not Mr. Johns was the Prest. as I learned after this was written & Sent