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WCUU
Corres.
Keen Estate 1919-1940

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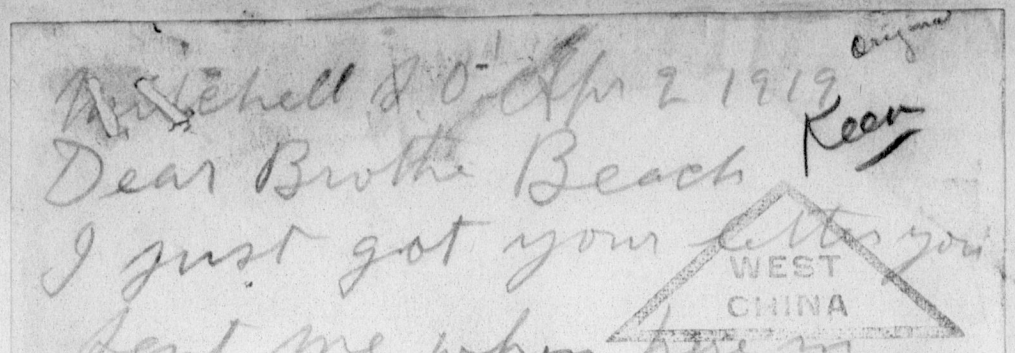
Mitchell S. D. Apr 2 1919
Dear Brothe Beach
I just got your letter you
sent me when here in
mitchell it went to
calf then to Granger wash
then back here, and I got
one before saying you was
going to stop here I seen
Mr Morris and he told me a
bout you being here I wish
I could have seen you but
I got to be on the same train
from Kansas city with Bishop
Lewis and his Daughter to
Losangelis and got to hear
the Bishop preach on
China twice and we had
a great visit with them
I suppose you got the $500,
I sent last fall of that

WEST CHINA
TRANSFER

Mitchell, S.D. April 2, 1919

Dear Brother Beach

I just got your letter you sent me when here in Mitchell it went to Losangelis Calf then to Granger Wash then back here, and I got one before saying you was going to stop here I seen Mr Morris and he told me about you being here I wish I could have seen you but I got to be on the same train with Bishop Lewis and his Daughter to Losangelis and got to hear the Bishop preach on China twice and we had a great visit with them I suppose you got the $500 I sent last fall of that

0309

4-9-19

2000 I sined up and
I hope to send you 500.
more this next fall
I have made a new will
and put in it 5'000 in
sted of 2 as I promis you
I was glad to have the
visit with Bishop Lewis
he gave me lots of news
of China. I wish I could
have been here to have taken
you through our new
hospille. We will have
to make it larger and
I will give 5'000 more
to be put in it. Well if
you come this way again
I hope to see you and
may Gods good blessings
be yours Good by
Yr friend Jas Keen

2000 I sined up and I hope to send you 500 more this next fall. I have made a new will and put in it 5000 insted of 2 as I promis you. I was glad to have the visit with Bishop Lewis he gave me lots of news of China. I wish I could have been here to have taken you through our new hospitle. We will have to make it larger and I will give 5000 more to put in it. Well if you come this way again I hope to see you and may Gods good blessings be yours Good by

Your friend Jas Keen

TRANSFER

WEST CHINA

October 11, 1928.

Messrs. Miller & Shandorf,
First National Bank Bldg.,
Mitchell, South Dakota.

RE: Estate of James Keen, deceased.

Gentlemen:

Att: Mr. L. Miller

Your letter of October 8 sent to the Board for the attention of Dr. Sutherland, has been handed to me for reply and we note that you will do all that you possibly can to realize on the bequest to the Board of Foreign Missions and that there is some doubt about it. We hope that land values will soon advance so that there will be ample margin to pay this bequest, in view of the very great need for that purpose.

As to the West China College, this is incorporated by the Regents of the State of New York, under the name of the West China Union University, and Joseph Beach has been the President thereof, although there may be a little change in that because of a desire to give the Chinese the control of these institutions.

If you will make note of the fact that the principal office of the corporation is in this building, No. 150 Fifth Avenue, and that Mr. B. A. Garside is the Assistant Treasurer in charge of the clerical work for the college, you will doubtless be able to communicate with the authorities direct. I am a member of the Board of Governors of this institution but it would be better for you to send information and requests for any proof you need, to Mr. Garside.

Yours very truly,

William O. Gantz,
Counsel.

WOG:ER
Copy - B.A.Garside

2 8 8 4 5 3 2

0311

MILLER & SHANDORF
Attorneys at Law
First National Bank Bldg.
Mitchell, South Dakota.

October 8,1928.

The Board of Foreign Missions,
M. E. Church,
150 Fifth Ave.,
New York City, N.Y.

Attention : G. F. Sutherland

Gentlemen:

In accordance with your letter of September 26th we are herewith enclosing to you a copy of the will of James Keen.

You will note in the Eighth paragraph he gives $2000 to be used for the support of missionaries in India and China, this fund to be administered by the Board of Foreign Missions of the Methodist Episcopal Church, which is to be paid after certain bequests have been paid.

We doubt very much whether or not there will be any money with which to pay any part of this $2000. bequest. He left practically nothing but land, and some of that is quite heavily incumbered, and there is no market for land, and prices very low, so that it is doubtful whether we will be able to get anything over and above the mortgages, and especially anything over and above the other bequests.

We will do what we possibly can to realize on this bequest for you.

If you can advise us who we can get in touch with regarding that West China College matter, we would appreciate it. We understood that Mr. Keen had given a pledge of $5000 for that college to Mr. Joseph Beach. You will note in the will some provision made for taking care of that. It will be sometime before we can sell that land.

Very truly yours,

MILLER & SHANDORF
by Lauritz Miller.

Copied 10-15-28 ELR

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Excerpt from the Will of James Keen, late of Mitchell, S. D.

"Fourth: I have heretofore signed a pledge for $5000. to the West China College through Joseph Beach. To pay that pledge, I direct that the following described real property be sold by my Executors as soon as conveniently can be done and when a fair price can be obtained for same, towit: The NW¼ 19-100-58 situated in Hutchinson County, S.D. and that $5000 of the proceeds of said sale be used to pay said pledge."

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0313

LAURITZ MILLER
FRED D. SHANDORF

ELSIE M. HANSON

MILLER & SHANDORF
ATTORNEYS AT LAW
FIRST NATIONAL BANK BLDG.
MITCHELL, SOUTH DAKOTA

WEST CHINA

INDEXED

October 15, 1928.

ans 10-22-28

Mr. B. A. Garside,
150 Fifth Ave.,
New York City, N.Y.

TRANSFER

Dear Sir:

We are advised that you are the Assistant Treasurer of the West China College, and that this institution has a pledge of $5000 from one James Keen of Mitchell, South Dakota.

You are advised that on the 2nd day of December, Mr. Keen passed away. Mr. James Keen Jr. and B.M.Smith have been appointed Executors of the estate.

You are also advised that anyone having claims against the estate should present the same on sworn statements. We are enclosing a blank form for your use in preparing your claim against this estate.

Kindly attach a copy of the note or pledge you hold, and you can send the original also, and we will return the original to you, when comparison has been made. Mr. Keen made provision for the sale of a certain quarter section of land to be sold for the purpose of paying this obligation.

The land market is very poor here, and it may be sometime before we can advantageously dispose of the land, but we will do our best to get the money for you as rapidly as conditions will permit.

Very truly yours,

MILLER & SHANDORF

BY Lauritz Miller

LM-EMH

2 8 8 4 5 3 2

0314

Over

WEST CHINA

INDEXED

TRANSFER

October 29, 1928.

Messrs. Miller & Shandorf,
First National Bank Bldg.,
Mitchell, South Dakota.

RE: Estate of James Keen, deceased.

Gentlemen:

Att: Mr. Lauritz Miller

Your letter of October 15 is before me with Proof of Claim.

Dr. Joseph Beech, President of West China Union University, reported the pledge of Mr. Keen and we have it entered on the books for $5,000.00, with $1,000.00 paid. You ask for the original pledge and I am compelled to report that I do not have it and as Dr. Beech is now nearing West China on his return to his duties there, I cannot get word from him for several months.

I am assuming, however, that it will not be necessary to get this pledge in view of the provisions of Mr. Keen's will, by which he sets aside certain property which he wishes to have used in payment of this pledge. We would be disposed to resort to that property first of all and to let anything that is needed to pay the balance due on the pledge of $4,000.00 be paid out of the general estate only in case the property is not sufficient.

If, therefore, you will give me the particulars of the property and an appraisal as to the amount which it is probably worth in the market today, it will help us to reach a determination as to just how to handle the matter on our records.

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I assume that the language of the will is not sufficient to convey to us the title to the property itself but that the executors will need to make a conveyance. Kindly advise me on that point also.

If, when you have looked into the situation, you need further written proof from me or from the officers of the University, please advise me.

Yours very truly,

B A GARSIDE

Assistant Treasurer.

BAG:G
ELR

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LAURITZ MILLER
FRED D. SHANDORF

ELSIE M. HANSON

MILLER & SHANDORF
ATTORNEYS AT LAW
FIRST NATIONAL BANK BLDG.
MITCHELL, SOUTH DAKOTA

WEST CHINA

INDEXED

October 31, 1928.

Mr. B. A. Gaiside,
150 Fifth Ave.,
New York City.

TRANSFER

Dear Sir:

In reply to your letter of the 29th, relative to the estate of James Keen, Deceased, beg to state that it will be necessary to present a claim against the estate in the regular way, and the blank which we sent you should be used.

Our law provides that before any claim could be allowed against an estate, claimant must file a sworn statement showing the ground for the claim, and that there are no credits or off-sets on the claim made.

Mr. Keen's will does not will anything to the West China University, it simply calls attention to his pledge and directs that a certain tract of land be sold, and that the pledge be sold out of the proceeds of such sale.

It may take us a little time to dispose of the land, for the land market in this vicinity is not in good condition at present.

If you haven't the original pledge, possibly you have a copy, or at least enough of the details of the pledge so that you can describe it fully in your proof of claim.

Very truly yours,

MILLER & SHANDORF

BY Lauritz Miller

LM-EMH

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Send inquiry as to whether satisfactory

WEST CHINA

TRANSFER

December 8, 1928

Messrs. Miller & Shandorf,
First National Bank Bldg.,
Mitchell, South Dakota.

Gentlemen:O

In response to your letter of October 31st relative to the Estate of James Deen, deceased, we are sending you herewith the following:- Creditor's Claim in the amount of$4,000.00 covering the unpaid portion of the pledge of Mr.James Keen to West China Union University. To this claim is attached an extract from the West China Union University ledger for the period beginning November 16, 1919 and ending December 31, 1925. This extract has been compared and attested by a notary as shown. The Creditor's Claim is, as you will note, certified by Dr.George B.Huntington, the Treasurer of the University.

The extract from our ledger appears to be about the most satisfactory evidence of Mr.Keen's pledge available in our office at this time. As I wrote you before, President Beech is now en route to China and any communication with him will require approximately four months. We trust, therefore, that this excerpt from our financial record will be satisfactory to meet your conditions. We will, of course, be happy to have a photostat copy of this page from our ledger prepared, certified and forwarded to you if such a procedure would be of any value.

If there is anything further we can do to assist in the presentation of this claim please let us know.

Very sincerely yours,

BAG-H

B A GARSIDE

Enc.

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Extract from Page 29 of the Ledger of West China Union University
for the period beginning November 16, 1916 and ending December 31,1925.

JAMES KEEN SUBSCRIPTION

		Folio				Folio	
1916 Nov. 16	Uncollected Pledge	120	2,000.00	1919 Dec.31	Uncollected Pledge	134	1,000.00
1919 Dec. 31	" "	133	3,000.00	"	Balance		4,000.00
			5,000.00				5,000.00
1920 Jan. 1	Balance		4,000.00	1920 Dec.31	Balance		4,000.00
1921 Jan. 1	Balance		4,000.00	1921 Dec.31	Balance		4,000.00
1922 Jan. 1	Balance		4,000.00	1922 Dec.31	Balance		4,000.00
1923 Jan. 1	Balance		4,000.00	1923 Dec.31	Balance		4,000.00
1924 Jan.1	Balance		4,000.00	1924 Dec.31	Balance		4,000.00
1925 Jan. 1	Balance		4,000.00	1925 Dec.31	Balance to new a/c		4,000.00

----o----

STATE OF NEW YORK)
(SS
CITY AND COUNTY OF NEW YORK)

This is to certify that I have this date examined the ledger of West China Union University for the period beginning November 16, 1916 and ending December 31, 1925, and have found that the above is a true and correct copy of an account headed "James Keen Subscription" appearing on page 29 of this ledger.

_____

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see letter to Fuller & Shankdorf - 1/8/26

Extract from Page 29 of the Ledger of West China Union University
for the period beginning November 16, 1916 and ending December 31,1925.

TRANSFER

JAMES KEEN SUBSCRIPTION

		Folio				Folio	
1916				1919			
Nov. 16	Uncollected Pledge	120	2,000.00	Dec.31	Uncollected Pledge	134	1,000.00
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Dec. 31	" "	133	3,000.00	"	Balance		4,000.00
			5,000.00				5,000.00
1920				1920			
Jan. 1	Balance		4,000.00	Dec.31	Balance		4,000.00
1921				1921			
Jan. 1	Balance		4,000.00	Dec.31	Balance		4,000.00
1922				1922			
Jan. 1	Balance		4,000.00	Dec.31	Balance		4,000.00
1923				1923			
Jan. 1	Balance		4,000.00	Dec.31	Balance		4,000.00
1924				1924			
Jan.1	Balance		4,000.00	Dec.31	Balance		4,000.00
1925				1925			
Jan. 1	Balance		4,000.00	Dec.31	Balance to new a/c		4,000.00

----o----

STATE OF NEW YORK)
(SS
CITY AND COUNTY OF NEW YORK)

This is to certify that I have this date examined the ledger of West China Union University for the period beginning November 16, 1916 and ending December 31, 1925, and have found that the above is a true and correct ex-copy of an account headed "James Keen Subscription" appearing on page 29 of this ledger.

0320

LAURITZ MILLER
FRED D. SHANDORF

ELSIE M. HANSON

MILLER & SHANDORF
ATTORNEYS AT LAW
FIRST NATIONAL BANK BLDG.
MITCHELL, SOUTH DAKOTA

Ack

Ack 2/27/29

WEST CHINA

INDEXED

February 19, 1929.

TRANSFER

Mr. B. A. Garside,
Assistant Treasurer,
150 Fifth Ave. New York City.

Dear Sir: Re: West China Univ. - Estate of Jas. Keen.

I have your letter of February 8th, concerning the above claim.

You are advised that the executors have allowed this claim, but we do not know whether they will be able to pay it. The will provides that it be paid out of a certain tract of land, which he owned, which was to be sold, but the market for lands in this territory is not good, and it may takesometime before we will be able to sell the land.

Very truly yours,

MILLER & SHANDORF

BY Lauritz Miller EH.

LM-EMH

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WEST CHINA

TRANSFER

West China Union University

January 30, 1930

Dr. George B.Huntington,
Mr. George F.Sutherland,
New York, N.Y.

My dear Dr.Huntington and Mr.Sutherland:

This is to remind you of the meeting of the West China Committee on Finance, Property and Investment called for 1 P.M., Monday, February 3, 1930. The meeting will convene in the Board Room on the sixth floor of 150 Fifth Avenue, and not in the Cafeteria Conference Room as stated over the telephone.

The items to be considered are as follows:

1. Study of list of securities held by West China Union University at this time, and discussion of whether any changes should be made in these holdings.

2. Consideration of reinvestment of proceeds of any sales recommended.

3. Consideration of use to be made of the $8,000 due on the Halpern mortgage maturing February 8.

We enclose herewith a list of West China securities as of December 31, 1929, and also a list of suggestions for investment prepared by an Advisory Committee of one of the other China colleges.

Very sincerely yours,

BAG- H

B A GARSIDE

Enc.2

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4 copies
16 dd.

LAURITZ MILLER
FRED D. SHANDORF

ELSIE M. HANSON

MILLER & SHANDORF
ATTORNEYS AT LAW
FIRST NATIONAL BANK BLDG.
MITCHELL, SOUTH DAKOTA

March 13, 1930.

WEST CHINA

INDEXED

Mr. B. A. Garside,
150 Fifth Ave.,
New York City, N.Y.

Dear Sir:

A little over a year ago, we had some correspondence with you relative to a subscription that James Keen of Mitchell, S.D. had made some years ago to the West China University.

The subscription was originally for $5000 of which $1000 has been paid, leaving a balance due of $4000.00. Mr. Keen in his will referred to this subscription and specified that it shall be paid out of the sale of the NW¼ of Section 19, Township 100, Range 58, situated in Hutchinson County, South Dakota, as soon as this land can be sold and a fair price obtained for it. Had it not been for the recognition of this claim in Mr. Keen's will, its collection would have been barred by the statute of limitations, and it probably also would have been vulnerable because of a lack of consideration.

Therefore, because of the recognition of it in the will, the Executors of Mr. Keen's will are willing to recognize the claim in so far as it may be paid out of the land in question. However, they have now been trying to sell this land for over a year, and apparently they are no nearer a sale now than when they began.

There is a mortgage of $5000 against the land and in normal times it would sell for enough above the mortgage to take care of this claim. But because of drought in the past few years, financial depression, and the serious economic conditions that this agricultural section of the country finds itself in, it has not been possible to sell this land for anything near enough to pay your claim and we do not know when that can be done.

The Executors have therefore instructed me tooffer your board the sum of $2000 cash in full payment of the claim. They say they can raise that much in cash, if that item can be settled for that amount. The estate was badly involved. For example, the will provided for a bequest of $10,000 to a local hospital out of the proceeds of the sale of an 800 acre ranch. There was no salefor this ranch,at any price that would even raise a substantial amount of thebequest.

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#2.

The executors offered the land to the hospital on condition that the hospital assume an $18,000 mortgage against it, but the hospital refused to accept the land and in place of it signed a waiver to the $10,000 bequest. The will also provides for a $500 bequest to the local Methodist Churchhere, but there is no fund available to pay for this bequest, and the same is true of a $2000 bequest to foreign Missions.

We therefore do not know where to get the funds with which to pay for these various claims and bequests.

Kindly submit this propositionsto your board, and advise us of their decision. If you desire any further information, be free to write us, and we will endeavor to furnish it.

Very truly yours,

MILLER & SHANDORF

BY Lamont Miller JH

LM-EMH

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LAW OFFICES
JAS. R. McGEE
SALEM, SOUTH DAKOTA

TRANSFER

WEST CHINA

March. 25th.1930.

INDEXED

Board of Foreign Missions,
New York City.
Gentlemen;

Yours of the 19th. Re; Keen estate just received and I have gone thru my files, but do not find sufficient data to pass on this question even to my own satisfaction.

I have a notation covering this land, as having a possible equity of from $3,000.00 to $3,500.00,but that information was secured from people in Mitchell and was over a year ago. Land has gone up down that way about $15.00 per acre in the last year,and if the equity was that high then,it would seem to be more now,-of course an Equity is not "Cash".

This land should be worth not less than $75.00 per acre and should sell for not less than $60.00 cash if fair land.

It is my judgment that this land should be seen. I know of no other way of learning as to its value,and its value must determine your action on the offer made.

If it is desired,I will go down there and make a personal investigation and in case the $2,000.00 is accepted will make no charge except the usual 20¢ per mile for a car;on the other hand if as a result of efforts a larger sum that the $2,000.00 is received I feel that usual collection charges on any sum above the $2000.00 should apply.

Res,

Jas.R.McGee.

RECEIVED
MAR 28 1930
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Keen

WEST CHINA

INDEXED

TRANSFER

April 4, 1930

AIR MAIL

Mr. Jas. R. McGee,
Salem, SoDak.

My dear Mr.McGee:

Dr.George F.Sutherland has passed on to me your letter of March 25 relative to Mr.James Keen's bequest to West China Union University.

A meeting of the Executive Committee of the West China Board of Governors is to be held here in New York on April 11. We desire to present the questions connected with Mr.Keen's legacy to the Committee for consideration at that meeting, and in order that the decision reached may be as satisfactory as possible it is desirable that we have the fullest possible information available.

Your letter of March 25 indicates that you have a general acquaintance with the quality and value of Mr.Keen's property, but that you have not made any careful survey of the specific piece of land set aside by Mr.Keen in connection with his legacy to West China. If an examination of this land indicates that it is of fair quality so that in normal times it would be worth around $75 an acre, and even during this period of depression should being around $60 an acre, the value of the 160 acre tract should range from $9,600 to $12,000. From the March 13th letter of Miller and Shandorf, a copy of which was sent you by Dr.Sutherland on March 19, we understand that in addition to Mr.Keen's legacy to West China Union University there is a mortgage of $5,000 on this quarter section. If the above estimate as to the value of this land is at all accurate, the land should be worth enough to meet the mortgage and Mr.Keen's legacy to the University and still to leave a substantial balance for Mr.Keen's heirs.

Obviously the central question is that of the value of this particular tract of land, and the possibility of making any advantageous sale in the near future.

After an informal conference among the financial officers of the West China Board of Governors, it has been decided to request you to make a personal investigation of this land along the lines suggested in the last paragraph of your March 25th letter to Dr.Sutherland, We understand that you will examine the land and will look into the possibility of sale, and any other factors affecting the valuation of the land or the legacy to the University and will then advise us whether we should accede to the

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proposal of the Executors of Mr.Keen's Estate to accept $2,000 cash in full settlement of the University's claim, or should make some counter proposal to the Executors asking either for the full $4,000 or for some intermediate amount. We understand that you will make no further charge for these services than that of 20¢ per mile for the travel by automobile involved in making these investigations. The financial officers have no authority to enter into any further agreement than this. Should the Executive Committee decide to seek more than the $2,000 which the Executors of Mr.Keen's Estate have offered, then the Executive Committee is the proper body to decide on the details of any further arrangements we might make with you concerning collection charges or other fees on any sum received above the $2,000 offered by the Executors of Mr.Keen's Estate.

Because of the early date of the Executive Committee meeting on April 11 I am sending this letter to you by air mail. I sincerely hope that you will find it possible to make the personal investigation requested above and to communicate to us your recommendations in time for a meeting on April 11. If the investigation can be made immediately after you receive this letter you will probably have time to send us your report by air mail. If time is not sufficient to send us a report by air mail, will you please send us a report by night letter collect?

Very sincerely yours,

BAG-H Asst.Treasurer

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LAW OFFICES
JAS. R. McGEE
SALEM, SOUTH DAKOTA

WEST CHINA

April 8th.1930;

Board of Governors,
New York City.

INDEXED

TRANSFERRED

Gentlemen;

Pursuant to you letter of the 4th. I today went to Olivet and checked the records on the land and also examined the land itself, taking Rev. Peterson of this City with me.

This NW.¼ of 19-100-58 Hutchinson County, S.D. is situated in a very good section of that county, it is sufficiently far North to get out of the class of land South of it which is too far from any city, therefore its location is O.K.

There is a $5,000.00 mortgage against it drawing 5% interst due in the fall of 1931. The taxes average $121.00 per year. The land is rented at $2.50 an acre for the hay and pasture lands and 2/5 of the crop, which rent I was informed amounts to about $500.00 per year. It is a long quarter, 169 acres and the assessed valuation as made by the county assessor is $11,702.00 and the county officials expressed the thought that their assessor was about right on valuations.

Most of the place is fenced and cross fenced with woven wire, wood and iron post, but does need repair. Would say there was at least $1,000.00 worth of wire and posts on the place.

The house is 24 x 30 two story, in need of repair. A good well with a poor wind-mill. A double granary, with driveway between and cement floors. a fair one story barn about 40 x 50 and a large hog house, with a few other small buildings,- $500.00 spent on repairs would make the repairs value at $5,000.00

About ten acres on the West is low, about twenty on the East stony and wet, but fair pasture, while about 125 acres is under cultivation inclusive of 6 acres of tame grass.

I took a land man from Olivet with me, he and his partner and they appraised the farm at $50.00 net to owner, but think I read between the lines and it means $15.00 per acre to them. Land without improvements and but little broke, closeto this has been selling this fall at from $42.00 to $55.00 with a commission of about five to fifteen to the agents.

The renter was away, but some local farmers there and about there, who I went to see, put the value at $65.00 cash, and intimated that for a few dollars less he would be interested himself. There is also a nice grove of young timber on the south west corner.

My own opinio of value is that if I owned the land I would not take less than $60.00 cash for it and wouldhave to have an imperative need for themoney then. There is little cash sale for land at this time. There is a little stone on all the cultivated land, I walked across it two ways so as to be sure of condition, otherwise land is A-1; much rock has been removed,

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LAW OFFICES
JAS. R. McGEE
SALEM, SOUTH DAKOTA

4-8-30

large piles here and there;all our stony ground is good.

The enclosed plat may assist you somewhat in seeing it as it is; good road west side and North.

Unless the need for money is very pressing I would not advise accepting $2000.00 as there is an equity in this land of at least $5,000.00 The rents will keep it up as to interest,taxes and repairs. I think they should spring the offer to $3,000.00 any way and I believe they will before passing it up. I would even advise your takingover the land in preference to accepting anything less that $3,000.00 as I know you would make some oney on it about that estimate.

I would not favor litigation in any form,as it would eat up the land,and also injure the cause with others who might have it in mind to contribute in a like manner by will or gift direct.

I drove 107 miles in this matter as you can verify by addressing Rev.Peterson of this City.

If I can be of any further service let me know;or if any specific inquiry is desired I will be pleased to answer same. I may have over-looked something,but have tried to cover the matter in detail.

Will mail this on the train to-night and it will take the air at noon tomorrow at Omaha so should reach you in ample time. It took me all the afternoon and did not get back until our postoffice was closed,so will mail out to on the train to-night and trust that the train force will give it proper attention.

Kindly excuse themany blunders ofthis letter,it is after stenos hours and I have pecked it out as best I can.

Sincerely Yours,
Jas.R.McGee.

RECEIVED
UNIVERSITY
APR 10 1930
JOINT OFFICE

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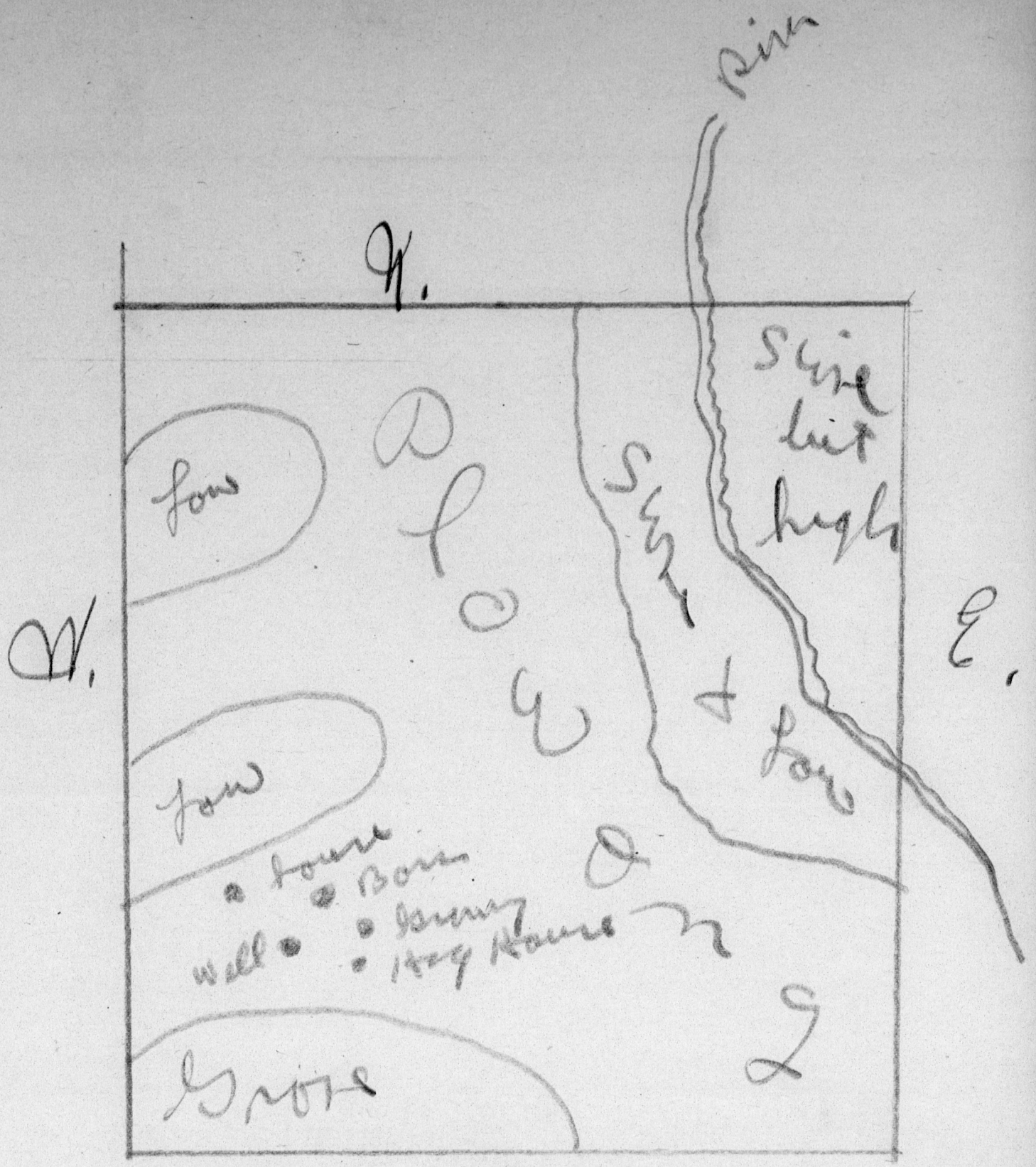

6 acres tares
100 " Ploughed - good
5 " " to low
4 " Buildings good herd
10 " low but good pasture & hay
4 " River bed - good in wet only
Boundary stones.

0330

F

LAW OFFICES
JAS. R. McGEE
SALEM, SOUTH DAKOTA

West China TRANSFER

Rec. 4/30/30

WEST CHINA

Board of Governors,
New York City.
Gentlemen;

I note that no word has been received since my letter of the 8th. which I assume reached you in due time Re; Keen estate.

I begin to wonder if my letter or your reply could have gone estray.

If the matter is concluded you may let me have your check to cover auto expense or $21.40

Res,

Jas.R.McGee .

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ANSWERED
FILED

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WEST CHINA

May 5, 1930

Mr. James R. McGee,
Salem, So.Dak.

My dear Mr.McGee:

I sincerely apologize for our delay in replying to your good letter of April 8.

The information you gave us concerning the property of the late Mr.James Keen, in which the University has an interest, was of considerable value in aiding the Executive Committee of our Board ofGovernors to reach a decision as to their course of procedure. The decision of the Committee was that we make a counter proposal to the Executors of Mr.Keen's Estate that the University's claim be settled on the basis of $3,000. I am writing Miller and Shandorf to that effect but as yet have not had time for a reply. I will keep you informed of the progress of our negotiations.

Since the distance you drove in connection with your investigation of this property amounted to 107 miles, we are enclosing herewith a check to your order amounting to $21.40.

Very cordially yours,

B A GARSIDE

BAG-H

Asst.Treasurer

Enc.

CC: Miss Lane

0332

COPY

WEST CHINA

May 16, 1930

Messrs. Miller and Shandorf
First National Bank Building,
Mitchell, So. Dak.

Gentlemen:

In accordance with the note I sent you on March 17, we have brought to the attention of the West China Board of Governors at meetings held on April 11 and May 8, the proposal in your letter of March 13 that the Board accept an immediate cash payment of $2,000 as settlement in full of the balance of $4,000 due on Mr. James Keen's subscription to West China Union University.

In considering this proposal, the Board was animated by the desire to maintain the most cordial relationships with the executors of the estate of the late Mr. Keen. He was such a loyal and generous friend of the University,,as of may other phases of religious and philanthropic work, that we should sincerely deplore any less friendly contacts with those who survive him. Furthermore, since the present and future support of the University is dependent upon our maintaining the friendship and good will of thowe who are now contributing, or may in future contribute, to the maintenance and development of this Christian enterprise, the Board could not afford to take a stand in such matters as these as would give grounds for the accusation that it is unreasonable or that it seeks to drive too hard a bargain.

On the other hand, the Board is required by its trusteeship obligations to use every possible care in collecting, investing and using the funds belonging to the University. It has no moral or legal right to accept any settlement prejudicial to the financial interests of the University. In this particular instance we have for more than ten years carried on our books the unpaid balance of Mr. Keen's pledge toward the capital resources of the University. Some of the capital expenditures undertaken at the time it was expected that this balance would soon be paid in have never yet been satisfactorily adjusted, and we have counted on the ultimate receipt of the balance of this pledge to clear off deficits now standing on our books. Any reduction in the amount received from this pledge means the final analysis that there must be a corresponding retrenchment in the work of the University is doing.

The Board of Governors recognizes, and appreciates, the difficulties in connection with the settlement of this bequest of Mr. Keen because of the present abnormal depression of land values in South Dakota. In view of that situation the Board is quite willing to make such concessions to Mr. Keen's executors as will permit of an early and equitable settlement of the matter.

TRANSFER

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The information we have obtained concerning the quarter-section of land which Mr. Keen specified in his will should, if necessary, be sold to meet the balance of this unpaid pledge, indicates that, even with present prices, this property should be worth at least the $4,000 unpaid balance of the pledge, plus the mortgage of $5,000 now standing against it, and ought to bring substantially more than $9,000. If and when land prices return to normal levels, the value of this property should increase considerably. We recognize, however, the delay and the possible expense which might be involved in actually consummating such a sale.

After giving careful consideration to all these aspects of the matter, the Board of Governors instructs me to present, through you, to the executors of Mr. Keen's estate, the proposal that the Board's claim for this unpaid balance of Mr. Keen's pledge be fully discharged by an early cash payment of three thousand dollars. This is, we believe, a fair and equitable settlement. On the one hand it would leave the executors a valuable present equity in this land, with the prospect of rapid increase in value in land prices return to normal. On the other hand, it would relieve the University, at a sacrifice of one-fourth of the amount involved, of further prolongation of the delay in securing these capital funds so urgently needed just now, and would remove the possibility of later trouble and expense in connection with collection of the bequest.

We trust that the executors may find this proposal satisfactory one, and that we may soon see this long-standing matter cleared up.

Very sincerely yours

B A GARSIDE

Asst. Secretary and
Asst. Treasurer

BAG-H
1

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0334

LAW OFFICES
JAS. R. McGEE
SALEM, SOUTH DAKOTA

July 15, 1930

Board of Governors
150-Fifth Avenue
New York City

Gentlemen:

In reviewing my correspondence with reference to the Keen matter, I do not find anything subsequent to yours of May 5th. It runs in my mind that I have written you since then, but a carbon copy of any such communication does not seem to be in the file, so possibly I am in error as to that.

I can not help but feel that this matter should have been pressed aggressively a little earlier, because up to about a week ago we had the most wonderful crop prospect here in the past 20 years, which was sadly damaged last week by excessive heat, and the prospects of settlement are now not so good. I should like to hear from you in this matter pursuant to yours of May 5th for I believe even yet a little pressure could be brot to bear that would bring this to a conclusion.

Very truly yours,

JRM:EM

Jas R McGee

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WEST CHINA

West China Union University

July 23, 1930

Mr. Jas. R. McGee
Salem,
South Dakota

My dear Mr. McGee

Your letter of July 15 addressed to the Board of Governors of West China Union University has been received. We have checked up on previous correspondence and find that Mr. Garside wrote you on May 5 indicating the action of the Board of Governors relative to the settlement of the Keen estate. Since that time no further letter has been written to you, neither have we any correspondence from your office. At the same time Mr. Garside wrote Messrs. Miller and Shandorf explaining the action of the Board and offering settlement on a basis of $3000.00. No reply has been received.

While we are convinced that you are right that the matter should have been pressed more vigorously, still on the other hand we do not see how we could have been more insistent without running the danger of appearing to be too impatient. It is unfortunate indeed that climatic conditions have made such a change in the prospects of the wheat crop, but from this morning's paper we note that the Department at Washington is rather optimistic, indicating that the loss is not as heavy as might be supposed. They do, however, state that the hardest time is to come.

Upon further consideration, I believe it is perfectly in order for us to drop a line to Messrs. Miller and Shandorf indicating that we have received no reply, and we are doing this in this mail.

Thanking you for writing us we are

Very truly yours

[redacted]E
C. A. Evans
Assistant Treasurer

CAE:MS

0336

WEST CHINA

TRANSFER

West China Union University

July 23, 1930

Messrs. Miller and Shandorf
First National Bank Building
Mitchell, South Dakota

Gentlemen

Our "follow-up" system indicates that a letter mailed to you on May 16, 1930 relative to the Keen estate has never been acknowledged. We do not wish to appear to be impatient, but the mere fact that no acknowledgment came to hand would seem to indicate that this communication never reached you. If this is the case, will you not kindly let us know, and we shall be very glad to send you a copy by return mail.

Mr. Garside is absent on his vacatin, and I am taking this matter up in his stead.

Very truly yours

C. A. Coans

Assistant Treasurer

CAE:MS

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2 copies
16 lbs.

LAURITZ MILLER
FRED D. SHANDORF

ELSIE M. HANSON

MILLER & SHANDORF
ATTORNEYS AT LAW
FIRST NATIONAL BANK BLDG.
MITCHELL, SOUTH DAKOTA

WEST CHINA

August 4, 1930.

TRANSFER

INDEXED

Mr. C. A. Evans,
Assistant Treasurer,
West China Union University,
1505th Ave., New York City, N.Y.

Dear Sir: Re: James Keen estate.

We received your letter in regard to this matter, in answer to our offer of $2000 in full settlement sometime ago. We have delayed answering in the hopes that we might be able to meet your counter-offer of $3000.

We however find that that is impossible, and we do not know now where we can get you any money unless you are willing to accept the $2000 we originally offered.

Mr. Keen's will provided that you were to be paid out of the proceeds of the sale of a certain tract of land situated in Hutchinson County. We have for two years been trying to sell this land, and thus far we haven't even got an offer. Up to this year it has been paying the taxes and interest on the mortgage on the place, but it didn't do that this year yet, and whether it will is problematical. We have had an unprecidented drought and hot weather this summer, and the drought and hot weather are still in progress. Consequently the crops as well as all living beings have suffered considerably.

People are of course very much discouraged in view of the fact that prices of what we do raise out here are so greatly depressed at this time. There is absolutely no market for South Dakota land at this time, and when we will be able to sell it, we wouldn't even venture to guess.

So unless your board decides to accept the $2000 cash which the Executors have offered, we will just have to let the matter rest until the land can be sold. There is one other difficulty that is giving us some concern, and that is the mortgage of $5000 on the land, which will be coming due, and we will have nothing with which to pay it, and we doubt very

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much if it is possible to secure a loan of sufficient amount on the land under present conditions to take care of this present mortgage. When that time comes and unless a settlement has been made, or agreed upon before then, you will simply have to take the land over and take care of the mortgage, if you want to save your legacy. Awaiting your reply, we are

Very truly yours,

MILLER & SHANDORF

BY Lamont Miller

LM-EMH

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BOARD OF FOREIGN MISSIONS
METHODIST EPISCOPAL CHURCH
150 FIFTH AVENUE NEW YORK, N.Y.

August 15, 1930

WEST CHINA

TRANSFER

Mr. B. A. Garside
China Union Universities
150 Fifth Avenue
New York, N.Y.

Re: James Keen Estate

My dear Mr. Garside:

In view of the fact that agricultural conditions have been going from bad to worse for a number of years, I do not think I would take any chance in connection with this particular project, but would accept $2,000. as being better than getting a farm on your hands or losing the entire bequest. The last thing that you want these days is farms. They are money-losing, as our books will show in many cases.

Sincerely yours,

George F. Sutherland

GFS
JFS

George F. Sutherland
Assistant Treasurer

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WEST CHINA

August 27, 1930

Mr. James R. McGee,
Salem, S.D.

My dear Mr.McGee:

On July 23 Mr.Evans reported to you the status of our correspondence with Messrs.Miller and Shandorf in regard to the James Keen Estate. Under date of August 4 they wrote us in reply to the letter which we originally sent them on May 16. I am enclosing herewith a copy of their letter.

Immediately after receiving this letter I sent copies of it to the members of our West China Finance Committee and asked their judgment as to the next steps we should take. Because of the fact that several members of the Committee are now on their vacations several replies were delayed. I have just received the reply of one of the important members of the Committee.

The consensus of opinion within the Committee is that, unless there are other important factors in the situation which are not revealed in the letter from Miller and Shandorf, it would be wise for the University to accept the $2,000 which was originally offered.

I am inclined to infer from your letter of July 15 that you will agree with this judgment of the Finance Committee. I would appreciate it, however, if you would send us any further information you may have which would point in the direction of adhering to our earlier proposal for a settlement on a basis of $3,000.

Very sincerely yours,

B A GARSIDE

BAG-H

Enc.

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(4 copies)

LAW OFFICES
JAS. R. McGEE
SALEM, SOUTH DAKOTA

TRANSFER

WEST CHINA

September 2, 1930

Board of Governors
150 Fifth Avenue
New York City

Gentlemen:

Your letter of August 27th received and will say that it is my judgment that you should not accept the $2,000.00 for another two or three weeks--30 days anyway, because if frost should hold off here two weeks longer we would have a very fair corn crop, and it would have a direct bearing on the value of this land. I do not consider a loan of $5,000.00 on this land to be an element in the case as there would be no difficulty in securing a loan of that amount.

Another thing, I mention this for your consideration only, I believe that I could come nearer to getting that $3,000.00 than you can, in other words, until you appear by local attorney, they are not going to raise their offer.

This year's small grain crop was very disappointing as to quantity and price, but the quality is good, and the price seems to be improving. These several factors cause me to suggest that you do not act with too much haste.

Yours very truly,

JRM:EM

TREASURER
SEP 8 19
ANSWERED

Mr Garnett

0342

WEST CHINA

TRANSFER

September 9, 1930

Mr. James R.McGee,
Salem, S.Dak.

My dear Mr.McGee:

Let me acknowledge receipt of your letter of September 2.

The members of our West China Board of Governors, and particularly of the West China Finance Committee, have now returned from their summer vacations, and I will take the first opportunity of laying before them the various questions relative to the bequest from Mr.Keen.

As soon as they have had time to study the matter I shall probably correspond with you further.

Please note that letters to our office should be addressed:

Board of Governors
West China Union University
150 Fifth Avenue
New York, N.Y.

If the name "West China Union University" is omitted, the letter is apt to be delayed in reaching us.

Very sincerely yours,

B A GARSIDE

BAG-H

Asst.Treasurer

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Copy.

TRANSFER

September 16, 1930

Messrs. Miller and Shandorf,
First National Bank Bldg.,
Mitchell, So. Dak.

Gentlemen:

During the last two or three weeks we have brought your letter of August 4 relative to the James Keen Estate to the attention of the members of the West China Finance Committee, and have asked their judgment as to the basis on which we should seek settlement of the bequest Mr.Keen made to the University.

I find it has not been possible to secure any agreement among the members of the Finance Committee to accept the $2,000 which you offered us earlier in the year in full settlement of the bequest. A meeting is scheduled for October 23 and at that time the question can, if necessary, be gone into again. Meantime the information which we have received from South Dakota during the last few weeks has indicated a somewhat better trend, both as to favorable weather conditions and as to prices. We sincerely hope that this favorable trend will continue during the remainder of the growing and harvesting season, and that the general situation will prove definitely better than was feared when the threat of drought was most serious during the early part of August.

As I wrote you in May, the sole interest of our Board of Governors in seeking settlement of Mr.Keen's bequest on the most favorable basis which can be obtained in fairness to his heirs, is their desire to keep the work at West China going forward in the way which we know Mr.Keen desired when he made his bequest to the institution. All of us who have any share in the financial administration of the University are constantly seeking to make each dollar accomplish a maximum of results. The additional thousand dollars which we are hoping you will find it possible to add to your original proposal as a basis for settlement would accomplish a substantial amount of work at West China from year to year as long as the institution endures. We earnestly hope that when the meeting of the Committee is held we will be able to report that you have found it possible to accept our suggestion of settlement of this bequest on the basis of $3,000.

Very sincerely yours,

BAG-H

B A GARSIDE

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TRANSFER

September 16, 1930

Mr. James R.McGee,
Salem, S.Dak.

My dear Mr.McGee:

I have sent copies of your letter of September 2 to the various members of our West China Finance Committee, and have asked their judgment as to the suggestions you make relative to the James Keen bequest. The replies I have received have indicated some divergence of opinion, so it will probably be necessary for us to postpone any final decision until the Executive Committee holds its meeting about five weeks hence. Should it prove necessary an earlier meeting of the Finance Committee could probably be secured.

I know you will appreciate the fact that our West China Board of Governors has been anxious to carry on its negotiations with the relatives of Mr.Keen in as friendly a spirit as possible, not only because of our appreciation of the generous interest Mr.Keen always had in such work as the University is doing, but also because of the serious effect any lack of friendliness in dealing with this particular matter might produce on prospective donors both to West China and to other religious and philanthropic work. For these reasons the Governors have thus far carried on our negotiations directly with Mr.Keen's executors and their attorneys, rather than dealing through any local representative. We have felt that if we should ask a local attorney to represent us there would immediately be some danger that our whole basis of negotiation might gradually be transformed from that of sympathetic interest in the work West China is doing to a more technical and legalistic one.

From these same motives we have also been reluctant to press the settlement of this claim in the same way as we might do if the matter were purely a business transaction.

It is possible, however, that because of the continued delay in reaching any satisfactory agreement with Mr.Keen's executors, the Finance or Executive Committee may decide to request you to act as our local representative in seeking a satisfactory settlement of this bequest. I would appreciate it, therefore, if you would send me information as to the terms on which you would be willing to represent the University in seeking this additional one thousand dollars beyond what the executors of Mr.Keen's Estate have already offered us. What fee or commission would you expect if the entire $1,000 was secured, what fee if only a part of the $1,000 was obtained, and what, if we ultimately found it necessary to settle on the

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basis of the $2,000 offered?

From all the reports we have seen of weather conditions in South Dakota during the past fortnight, it appears that they have continued to be quite favorable. I sincerely hope that the crop this year may prove better both as to quantity and as to price than seemed probable a few weeks ago.

Very sincerely yours,

BAG-H

B A GARSIDE

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0346

IRVING TRUST COMPANY
AMERICAN EXCHANGE OFFICE
SIXTY BROADWAY
NEW YORK

ORRIN R. JUDD
VICE PRESIDENT

September 16, 1930.

TRANSFER

WEST
CHINA

Dear Mr. Garside:

Replying to your letter of September 9th, relying on the statements made in the correspondence I should favor insisting on getting $3,000 for the James Keen property, but believe you will do better by putting it in the hands of Mr. McGee than by direct negotiations. What Mr. McGee says about appearing by local attorney has a great deal of force.

Sincerely yours,

O R Judd

B.A. Garside, Esq.,
Assistant Secretary and Treasurer,
West China Union University,
150 Fifth Avenue,
New York, N.Y.

EP

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WEST CHINA

TRANSFER

September 17, 1930

Mr. O. R. Judd,
60 Broadway,
New York, N.Y.

My dear Mr.Judd:

I greatly appreciate your letter of September 16 commenting on the James Keen bequest. A day or two ago I sent a letter to Mr.McGee asking for more definite information as to the terms on which he would be willing to act as our local representative in dealing with the executors of Mr.Keen's estate. I told him that any decision as to whether or not he should be asked to serve as our local representative must rest in the hands of either the Finance Committee or the Executive Committee.

Very sincerely yours,

BAG-H

B A GARSIDE

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4 copies
16 ltr.

LAW OFFICES
JAS. R. McGEE
SALEM, SOUTH DAKOTA

WEST CHINA

September 19, 1930

TRANSFER

Board of Governors
West China Union University
New York, New York

Gentlemen:

I am in receipt of your valued favor of September 16th and have purused the same with care. I note, in particular, what you say about creating any antagonisms locally and assure you that in these church matters, I always exercise such skill as nature gave me in avoiding frictions, for I realize just how that would act on others and in presenting the matter to those in interest, I lay especail emphasis on the desire of my clients to treat the matter as a moral, rather than a legal, obligation, and as having a most profound interest in the welfare of those whose generosity has made these relief measures possible.

Our corn crop has developed remarkably, and the grain crop exceeded our most profound expectation, and I feel that these folk should be willing to do better than they have yet offered to do. I also believe that they have offered the minimum rather than the maximum, because that it is in accord with usual business methods in such instances and while I might be greatly mistaken, It is my belief that I could secure another $1,000.00 from them and do so without creating any friction or ill-will, either with the parties in interest or with those who might come in contact with them.

With reference to fees, I feel that should be divided into two items; the first probably being expense, which is to say, it might involve one, two or even three trips to Mitchell to confer with the attorneys, because as you know, these matters can not be handled by letter or telephone, neither can they always be concluded at the first session; there would also be a probable expense of phone call or two to each trip, because it would be foolish to make a drive of 70 miles and not know if the party would be there, and after having arranged for an appointment, circumstances might arise necessitating its cancelation, and that would have to be done by phone, because to keep the attorneys at Mitchell in suspense or have them remain at Mitchell when other duties might possibly call them away, awaiting for me would create an atmosphere for me that when I would show up I could do nothing.

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I therefore feel that regardless of how the matter terminated, that is whether we got $2,000.00 or $3,000.00 or some sum between, that the expense of telephone and 15 cents per mile for the use of car shoud be met as an expense item, which at the outside and based on three trips which would probably be one too many would not exceed an expense account of $35.00 and probably $20.00 would cover it.

Now, as to the second item or fees, strictly, if I did not secure more than the $2,000.00, which they have offered, I would not feel that you owed me anything, it being sufficient that you stand the expense as indicated above, it simply being then a matter of my time against your expense. On the other hand, should they pay more than the $2,000.00, I feel that a reasonable commission for the same would be about 20% or 25%, but would appreciate your good advise in that matter and would want it entirely satisfactory to you. I might say that if it were strictly a matter of commercial business I would say one-third, take it or leave it, but I realize that this is not strictly a business matter, but one that is supposed to contain more of philanthropy than anything else, and therefore I would be satisfied with from 20% to 25% if that would be satisfactory to you. I might further say that in case we secured some amount above the $2,000.00, that I think the expense account should be first deducted from that excess and the commission figured on the balance.

I feel warranted in saying that you can depend on me to handle this matter without creating any frictions or hard feelings. I happen to be somewhat affiliated with church work being the trustee in the Methodist church myself in spite of my catholic name and well acquainted with the head officers of our Methodist organization in the State, and I am often called on to consider matters pertaining to the church and its many branch activities. Awaiting your valued reply and assuring you of prompt attention, I am,

Very sincerely yours,

Jas P Mullen.

JRM:EM

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0350

4 copies
16 Feb.

LAURITZ MILLER
ED D. SHANDORF

ELSIE M. HANSON

Rec'd
Extra copies to
Huntington
Gould
Sir Joseph

MILLER & SHANDORF
ATTORNEYS AT LAW
FIRST NATIONAL BANK BLDG.
MITCHELL, SOUTH DAKOTA

WEST CHINA

September 20, 1930.

TRANSFER

Mr. B. A. Garside,
150 Fifth Ave.,
New York City.

Dear Sir: Re: Claim vs James Keen Estate.

We have your letter of September 16th, in regard to the above matter, and note what you say in regard to the settlement of your claim. The last time we talked with the executors of the estate they advised us they could raise $2000 if you would accept that in full settlement of the amount due on the claim, but that they could not raise $3000 in the immediate future.

While conditions in the state have improved slightly in that the drought has been broken in most parts of the state and the terrific heat we suffered from has also disappeared, the financial condition has not improved any more, nor has the land market made any advance. The fact is that there is no market for land. It is true an occasional tract of land is sold, yet the price is generally so low that it is evident that most of such sales are made under compulsion.

We recently sold under partition proceedings a half section of the finest Davison County land for $51.00 per acre. This land is worth a good deal more than the Keen land out of which your claim is to be paid. I am giving you this instance as illustrativeof the land market condition out here. Now, that the price of some of the staple farm commodities has been greatly depressed, any improvement in the weather conditions is more than offset by the dropin price of farm commodities. I am satisfied that you people in New York City have no conception of what we are up against out here in the middle west. The corn crop in the state is largely a failure due to the prolonged hot and dry spell. The small grain crop was fairly good, in spite of weather conditions. The writer was born in this state and has lived here all my life, and I have never before seen such a prolonged and intense hot weather as we had this summer. The fact that we have any crops at all is evidence of the productiveity of our soil. But the matter is perhaps not interesting to you. I merely want you to get some faint inkling of the situation we are in here.

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I alsowonder whether you can function effeciently in China under present conditions there.

Will see the Executors again and see what can be done if anything. In the meantime you can submit the matter to your board again.

Very truly yours,

MILLER & SHANDORF

BY Lamont Miller

LM-EMH

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WEST CHINA

UNION UNIVERSITY

September 26, 1930

Messrs. Miller and Shandorf,
First National Bank Bldg.
Mitchell, So.Dak.

Gentlemen:

Let me acknowledge with thanks receipt of your letter of September 20 with regard to the James Keen Estate.

I believe there is nothing further which I can add to my letter of September 18 as regards the attitude of our West China Board of Governors toward the bequest made by Mr.Keen. I wish, however, to reassure you and also the executors and heirs of Mr.Keen as to the work West China is doing at the present time. In your letter you make the following comment: "I also wonder whether you can function efficiently in China under present conditions".

West China Union University, together with the five other strong Christian Universities cooperating in our Central Office here in New York has not only continued to carry on its work efficiently during the disturbed conditions of recent years, but has even accomplished much more than it could ever have done in normal and peaceful times. The disturbances which have so distressed China during the last few years have had a particularly serious effect on most of the higher educational institutions carried on by the Chinese government, due to the fact that funds which should have gone into education have been used for carrying on military operations. As a result Christian educational institutions like West China have been called upon to carry a far larger share of the work than would be necessary in normal times. This increased responsibility has also provided greatly increased opportunities. There has never been a time when our Christian educational institutions in China have had such a magnificentopportunity to serve the Chinese people and to win their permanent affection and respect. For this reason our boards of governors here in the West have been seeking more diligently than ever before to secure the funds needed to keep our Universities going and to provide the facilities they require if they are to meet their responsibilities and make the most of their opportunities.

We feel, therefore, that the present conditions in China provide a greater, rather than a less appeal to our friends here in America to continue and to increase their support.

Very sincerely yours,

B A GARSIDE

BAG-H
CC: Flavelle, Huntington,
Edwards, Judd

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WEST CHINA
TRANSFER

West China Union University

September 26, 1930

Mr. James R. McGee,

Salem, So.Dak.

My dear Mr.McGee:

Let me acknowledge with thanks receipt of your letter of September 19.

I am distributing copies of this letter to members of our West China Finance Committee and Executive Committee. I am sure that at the meeting called for October 22 they will give very careful consideration to all the questions relating to Mr.Keen's bequest and the steps we should take to secure a maximum portion of this bequest.

From the conversations we have already had with members of the Methodist Board we have been confident that if we should ask you to serve as our local representative in dealing with this matter we could count on you to handle negotiations for us in the most tactful and most sympathetic way possible. We are glad, however, to have the further information which your letter of September 19 contains.

Very sincerely yours,

B A GARSIDE

BAG-H

CC: Sir Joseph
Dr.Huntington
Dr.Edwards
Mr.Judd

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3 copies 16 lt.
Ack 1/24/31

LAURITZ MILLER
FRED D. SHANDORF

ELSIE M. HANSON

MILLER & SHANDORF
ATTORNEYS AT LAW
FIRST NATIONAL BANK BLDG.
MITCHELL, SOUTH DAKOTA

January 13, 1931.

WEST CHINA

TRANSFER

INDEXED

Mr. B. A. Garside,
150 - 5th, Ave.,
New York City, N. Y.

Dear Sir: In Re: Claim of James Keen estate.

We have had some correspondence concerning the above matter and some time ago we wrote you and told you that the Executors of the estate could pay $2000.00 if they could settle the full claim. However, your Board or Committee did not see fit to accept this offer and made a counter offer that they would accept $3000.00 in full settlement.

I have had this matter up with the Executives several times and they now tell me that they can raise $2500.00 in case they can get a full settlement on it, and that to do that they virtually scrape the bottom of the till. They have not sold that land yet and there is no prospect of any sale in sight. I am not urging your acceptance of this but I feel that I ought to submit it to you for your consideration.

I might add that as I understand it, in offering the $2500.00 they are diverting money which should be used to pay a bequest of $500.00 to the local church here and another bequest of $500.00 to some children, and I am not sure that they ought to do that. However, if you people decide you want to accept the $2500.00 offered, I will go into the question of whether we should allow them to pay it out of the particular funds they expect to pay it. May I hear from you soon.

Very truly yours,

Lauritz Miller

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WEST
CHINA

INDEXED

TRANSFER

January 24, 1951

Messrs.Miller and Shandorf,
First National Bank Bldg.,
Mitchell, So.Dak.

Gentlemen:

Let me acknowledge receipt of your letter of January 13 relative to the James Keen bequest. This letter arrived a few days before a meeting of the Executive Committee of the West China Board of Governors so I postponed any reply until after that meeting.

Your letter was presented to the Executive Committee, and some time was spent in a very careful review of all the important factors in connection with Mr.Keen's bequest. Fortunately Dr.Joseph Beech, the President of West China Union University, who is now spending some months in the United States, is planning to make a trip through theWest about the middle of February. He found that it would be possible for him to make a stop-over at Mitchell of a day or two. The Executive Committee, therefore, voted to request President Beech to act as the representative of the Board of Governors in arriving at an equitable settlement of the University's claim.

It is the general judgment of the West China Governors that they have already made a very substantial concession to the present state of financial depression in agreeing to a settlement of Mr.Keen's bequest at the figure of $3,000. However, the Governors are anxious that a settlement be effected on a basis that will be as fair as possible to other interests involved and will maintain with Mr.Keen's executors and relatives the same warm friendliness that existed between himself and the University. For this reason we have commissioned Dr.Beech to serve as the University's representative, and are confident that his personal consultation with you and the other parties interested will accomplish a more satisfactory ajudication of the matter than would be possible through the medium of correspondence.

You will be receiving direct word from President Beech within two or three weeks. I understand that he expects to be in Mitchell about February 15. Should you wish to write him in the meantime he can be reached at 239 West Chamberlain Street, Dixon, Illinois.

Very sincerely yours,

BAG-H

B A GARSIDE

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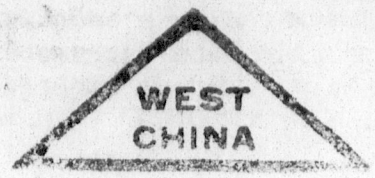
WEST CHINA UNION UNIVERSITY



TRANSFER

January 24, 1931

MEMORANDUM IN REGARD TO JAMES KEEN BEQUEST

About ten years ago Mr.Keen made a pledge to West China Union University in the amount of $5,000. We have never been able to find a written record of this pledge. Soon after the pledge was given he made an initial payment of $1,000. At the time of his death the balance of $4,000 remained unpaid.

In his will Mr.Keen directed that the balance remaining on this West China pledge be paid by his executors, and instructed them that, if necessary, they sell a designated quarter section of land from the proceeds of which this payment should be made.

The executors of Mr.Keen's estate, through their attorneys, Miller and Shandorf with offices in the First National Bank Bldg., Mitchell, South Dakota, notified us during 1928 of this provision in Mr.Keen's will and asked the University to submit proof of its claim. We were unable to find any actual pledge signed by Mr.Keen but made excerpts from the financial accounts of the University which showed that Mr.Keen had paid a thousand dollars on the pledge and that $4,000 was recorded as still due. On February 19, 1929, Mr.Lauritz Miller of the firm of Miller andShandorf wrote that the executors had allowed this claim but that the date of its payment was very uncertain due to the financial depression existing in South Dakota and the serious depreciation in land values.

The matter remained in an inactive state for about a year. On March 13, 1930, Mr.Miller submitted the proposal of the executors that the University's claim be settled in full on the payment of $2,000. A copy of this letter is attached hereto. In it he states that in addition to this obligation to the University there is an outstanding mortgage of$5,000 on the quarter section of land designated by Mr.Keen. I do not know the exact date when this mortgage will mature but I understand that it is only a year or two off.

When this proposal was submitted by Mr.Miller we consulted with Dr.George F.Sutherland of the Methodist Board, as the Methodist Board had already had various dealings with the executors of Mr.Keen's estate in connection with the payment of certain pledges he had made to that board. Dr.Sutherland suggested that we might consult with Mr.James R.McGee, an attorney living in Salem, South Dakota, who had given advice to the Methodist Board on certain of their claims. We wrote to Mr.McGee and at our request he made an investigation of the situation, including a rather careful survey of the property designated by Mr.Keen. I am attaching a copy of the letter Mr.McGee wrote us after he visited the property because he summarizes very well the most important factors in the situation.

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1-24-31

Memo re Jas.Keen Bequest - 2

On the basis of Mr.McGee's recommendation, together with such other bases of judgment as the Governors were able to use, we presented a counter-proposal to Miller and Shandorf wherein we suggested settlement of the University's claim on the basis of $3,000. This proposal was made in May, 1930. I am enclosing a copy of the letter in which we made this proposal.

After several months, having received no acknowledgment of our May 16 letter, we wrote again in July. On August 4 Mr.Miller wrote describing a continued financial depression in South Dakota and stating that unless the West China Board could accept $2,000 in settlement of its claim, the matter would have to remain in abeyance until more prosperous times permitted the sale of the quarter section of land. I sent a copy of this letter to Mr.McGee and asked for his judgment. He replied on September 2 stating that in his judgment the situation was not nearly as pessimistic as Mr.Miller's letter would indicate, and suggesting that he thought he could help us in getting the $3,000 asked by the University. Further correspondence with Mr.McGee as to the amount of fee he would expect in case he was asked by the University to serve as its representative brought the statement from him that he would undertake the work on the basis of repayment of his actual expenses, together with a "reasonable commission of 20% to 25% for any amount above $2,000" that he might be able to secure for us.

This was the situation at the time of the meeting of the West China Executive Committee in New York in October 1930. We reported the matter to the Executive Committee and asked for instructions. However, the Executive Committee, instead of taking any direct action, referred the matter to the Finance Committee with power.

A number of things came up to delay any final settlement by the Finance Committee. Before we had taken any definite steps we received from Miller and Shandorf under date of January 13, 1931, a letter in which they raised the executors' offer to $2,500. I am enclosing a copy of this letter. We reported the receipt of this letter to the members of the Finance Committee and all of them approved of settlement of the University's on this basis of $2,500. However, the matter was presented to the Executive Committee in Toronto on January 21 and at that time they voted to appoint Dr.Beech as the University's representative with power, in effecting a final settlement of the University's claim on the basis of $2,500 or any larger amount which Dr.Beech might be able to obtain.

On January 24 I wrote Miller and Shandorf reporting in general terms the action of the Executive Committee, a copy of which is attached.

B. A. GARSIDE

BAG-H

Asst.Treasurer

CC: Letter from Miller 3/13/30
" " Mr.McGee 4/8/30
" " Univ. to M.& S. May 1930
" " M.& S. 1/13/31
" " Univ. to M.& S. 1/24/31

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WEST CHINA

INDEXED

June 18, 1931

Messrs. Miller and Shandorf,
First National Bank Building,
Mitchell, S.D.

TRANSFER

Gentlemen:

Recently we had a meeting of the Executive Committee of the Board of Governors of West China Union University at which President Joseph Beech made a report with regard to his visit to South Dakota earlier this year. He described at some length the conferences he had with you and with some of the relatives of the late Mr.James Keen, and reported also as to conversations he had with other business and professional men in the vicinity of Mitchell.

The general conclusion at which President Beech arrived as a result of his visit to South Dakota was that the normal value of the property assigned by Mr.Keen toward meeting his pledge to West China Union University would be substantially in excess of the $4,000 remaining on his pledge, after all deductions were made for payment of a mortgage and any other obligations outstanding against this property. However, President Beech considers that, in view of the present serious depression, it would be unreasonable to expect to secure the full value of this land at this time. His judgment is that settlement on the basis of $2,500 as proposed in your letter of January 13, 1931, would be a fair solution of the matter under present conditions, both for the University and for the estate. Such a settlement would relieve the University of the further delay which would be involved in attempting to secure the entire amount of the pledge; and no doubt a final disposition of the matter would give satisfaction to the relatives of Mr.Keen who are interested in his estate.

On the basis of President Beech's report the Executive Committee of the Board of Governors agreed to the acceptance of the $2,500 you have offered in full settlement of the balance due the University on Mr.Keen's pledge. Since this acceptance was based upon a realization of the present abnormal conditions, it should be viewed as an agreement that may be rescinded by the Board of Governors if it is not acted upon with a reasonable degree of promptness. Should the matter remain open until the return of more prosperous conditions, the Board of Governors might find that the University's equity in this property would enable it to secure a larger portion, and perhaps the entire amount, of the unpaid part of Mr.Keen's

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pledge.

We sincerely hope, therefore, that a final settlement of this long pending matter may soon be effected.

Very sincerely yours,

B A GARSIDE
Asst.Treasurer

BAG-H

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LAURITZ MILLER
FRED D. SHANDORF

ELSIE M. HANSON

MILLER & SHANDORF
ATTORNEYS AT LAW
FIRST NATIONAL BANK BLDG.
MITCHELL, SOUTH DAKOTA

August 17, 1931.

WEST CHINA

Mr. B. A. Garrick,
Assistant Treasurer,
West China Union University,
150 Fifth Ave.,
New York City.

TREASURER

INDEXED

Dear Sir:

Re: James Keen estate.

We have delayed answering your last letter, in which you state you are willing to accept $2500 cash in settlement of your claim against the James Keen Estate, until I could get some definite word from the Executors.

They were in today and advised me that they did not have the money, and could not raise it, and could not pay $2500 on this claim at this time, or any other sum; and that they did not know when they would be able to pay it.

Times are terribly hard out here in this section of the country. There is practically no cash value for anything.

I am authorized on behalf of the executors to offer you a deed to the land which Mr. Keen stated in his will should be used to pay your pledge. As you already know, there is a $5000 mortgage against it. In normal times it ought to be worth considerably more, but these are not normal times.

I hope you can see your way clear to accept this land in payment of this claim, because I can see no prospect of getting any money to pay it in cash. If you had accepted our offer at the time we made it, we could have paid it, but that time has gone by and we are now not able to pay $2500 or any part of it.

Kindly let us hear from you, what your final decision is.

Very truly yours,

MILLER & SHANDORF

BY Lauritz Miller

Copy to Mr. Buck 8/21/31
Copy to Dr. Anderson 9/9/31

LM-EMH

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WEST CHINA

West China Union University

August 20, 1931

Messrs. Miller & Shandorf
First National Bank Building
Mitchell, South Dakota

Gentlemen

Your letter of August 17 addressed to Mr. Garside as Assistant Treasurer of West China Union University is at hand. This is regarding the James Keen estate about which we have had considerable correspondence.

Mr. Garside is absent from the office on his vacation, but even were he here I am quite sure that he would not desire to pass judgment on the proposition which you have presented. The action of the Executive Committee of the Board of Governors was to accept $2,500.00 in lieu of the pledge. The action did not contemplate the acceptance of real estate.

In my judgment the Executive Committee will be required to take further action on your proposal and in that case we will have to postpone a decision until it is possible to secure a meeting of the Committee. Just as soon as possible we will have this done and notify you as to the decision of the Board of Governors.

Very truly yours
C. A. Evans
[redacted]
Assistant Treasurer

CAE:MS
CC: Dr. Beech

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(COPY)

SQUIRE LAND AND LOAN COMPANY
201-203 Van Slyke Block
Aberdeen, South Dakota

September 28, 1931.

INDEXED

Dr. Joseph Beech,
239 West Chamberlain St.,
Dixon, Illinois.

TRANSFER

Dear Brother Beech:

I have just returned from a two weeks trip in Colorado and find your correspondence regarding the proposition which the Keen Estate make you, whereby, they offer to give you a deed to the land subject to the $5000.00 mortgage.

I hardly know what to advise you in this deal. If you get the farm subject to the $5000.00 mortgage, under the existing conditions of both crop and prices, you cannot hope to get enough to pay the interest and taxes. It will be sometime before you can hope to get a cent more for it than the mortgage. In fact, I doubt very much if it could be sold for anymore than the mortgage at this time.

If a person offered it to me subject to the $5000.00, I would not take it if I had to assume any obligations by so doing. The only way would be to take it "subject to the encumbrance of record" and in so doing you could probably get one years crop off the land. They could start foreclosure on the $5000.00. They have signed this $5000.00 mortgage themselves, no doubt, and if they deed the same to you they no doubt would want you to assume the $5000.00 mortgage as part of the purchase price, which would be making you really pay the same. But, if you take it subject to the encumbrance of record you would not be personally liable for the payment of the $5000.00 mortgage.

I have not seen this land and only know what two or three different real estate men have told me who live in Mitchell, and both were disappointed in the land when they looked at it. Crops have been exceedingly poor in that locality and I understand it is terribly dry, and unless we get more moisture than we have a promise of at this time our crops for the year of 1932 are going to be exceedingly poor.

I am not trying to show you the pessimistic side of this deal, Dr. Beech, but you have asked me for advice. I am giving it to you, and would be pleased if you desire to take it up again with the real estate men of Mitchell or who live in that locality, and see if I could get any offer for this land above the $5000.00 mortgage.

I am enclosing to you the correspondence you forwarded to me and will be pleased to assist you in any way possible should you so desire.

Trusting this finds you and your family all well, I am,

Cordially yours,

JWE/at

(Signed) J. W. Eyestone

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WEST CHINA

STATE OF SOUTH DAKOTA)
)
COUNTY OF DAVISON)

IN COUNTY COURT

TRANSFER

IN THE MATTER OF THE ESTATE)
)
OF)
)
James Keen, Deceased)
)

NOTICE AND CITATION FOR HEARING ON PETITION TO EXTEND OR RENEW REAL ESTATE MORTGAGE.

To Amanda S. Keen, James Keen, Jr. Nora Keen, Jennie Halling, Mabel Smith, Vanette Halling, Dorothy Halling, Maxine Halling, Royce Halling, Chirel Halling, Olive Doty, Sherly Doty, Lola Doty, Methodust State Hospital of Mitchell, South Dakota, Board of Foreign Missions of the Methodist Church, New York City, and West China College, next of kin, heirs at law, devisees and legatees of James Keen, Deceased, and to all other persons interested in the above named estate:

NOTICE IS HEREBY GIVEN, That B. M. Smith and James Keen, Jr., Executors of the Estate of James Keen, Deceased, have presented to and filed with this Court their petition praying for permission and authorization to execute and deliver an extension or renewal of that certain mortgage for $5000, dated October 28, 1926, and filed for record in the office of the Register of Deeds of Hutchinson County, South Dakota, and covering the Northwest Quarter of Section 19, Township 100, North, Range 58, situated in Hutchinson County, South Dakota, and is owned and held by The Prudential Insurance Company of North America, such extension or renewal to be for five years from and after the 2nd day of November, 1934, with interest at the rate of 5½% per annum; and,

NOTICE IS FURTHER GIVEN, That the Court has fixed the 26th day of February, 1935, at two o'clock in the afternoon of said day at the Court room of this Court in the Court House, in the City of Mitchell, Davison County, South Dakota, as the time and place when and where a hearing will be held on said petition; andd

NOTICE IS FURTHER GIVEN, That you and each of you and all other persons interested therein are thereby notified and cited to appear before the County Court of Davison County, South Dakota, at the above specified time and place, then and there to show cause, if any you have why permission and authority should not be granted to the executors of the Estate of James Keen, Deceased, to execute and deliver an extension or renewal of the above described mortgage for a period of five years with interest at the rate of 5½% per annum.

Dated this 14th day of February, 1935.

BY THE COURT:

ATTEST: O. C. Thompson
Judge

Lucy M. Condran
Clerk.

(SEAL)

0364

LAURITZ MILLER
J. MARSHALL MILLER

ELSIE M. HANSON

MILLER & MILLER
ATTORNEYS AT LAW
401-409 WESTERN BUILDING
MITCHELL, SOUTH DAKOTA

September 30, 1940.

ack 10/7/40

Board of Governors of the
West China UnionUniversity,
Office of the Treasurer,
150 Fifth Ave.
New York City.

INDEXED

Gentlemen: In re James Keen Estate.

You will recall that Mr. Keen left a will providing that the note he had given you should be paid out of certain quarter section of land located in Hutchinson County, South Dakota, to-wit:

The NW¼ 19-100-58 HutchinsonCounty, S.D.

There was a mortgage on this land and after seven or eight successive crop failures, the market value was ruined and the Executors were unable to pay the mortgage or to keep up the interest and taxes on this property, and the mortgage was foreclosed and the land is gone.

We talked to the Executors the other day about this matter, and they told me all they could possibly raise was $300 and that if you would accept that in full payment of your claim they would be willing to turn it over.

Kindly advise us if you will accept this in payment of this note, and we will have it forwarded to you.

We are sorry the situation is as it is, but if you know anything about conditions out here for the past few years, you will know that we have been afflicted with one crop failure after another, until land is hardly worth anything, and much of the land hasn't produced enough to pay the taxes.

Very truly yours,

MILLER & MILLER

BY Lauritz Miller

LM-EMH

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0365

INDEXED INDEXED

October 7, 1940

Miller & Miller
401-409 Western Building
Mitchell, S. D.

Re: James Keen Estate.

Gentlemen:

We are in receipt of your letter of September 30th conveying to the West China Board of Governors an offer to settle our claim against the estate of James Keen for $300.00.

This is a matter which I will have to refer to the Finance Committee and which I promise will be done immediately and report to you. It is possible that the Finance Committee will desire to have the Executive Committee upon it as the Executive Committee meets in Toronto on October 19th.

I will keep you informed of progress.

Very truly yours,

C. A. EVANS

CAE/B

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INDEXED

November 4, 1940

AcK 11/13/40

Miller & Miller
401-409 Western Building
Mitchell, S. D.

Re: James Keen Estate

Gentlemen:

At a meeting of the Executive Committee of West China Union University Board of Governors held in Toronto, Canada, it was voted to approve the settlement of the Keen Estate on the basis of $300.00 thereby releasing the executors from all further claims.

If you will proceed along these lines, we will cooperate to the fullest extent.

Very truly yours,

C. A. EVANS

CAE/B

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LAURITZ MILLER
J. MARSHALL MILLER

ELSIE M. HANSON

MILLER & MILLER
ATTORNEYS AT LAW
401-409 WESTERN BUILDING
MITCHELL, SOUTH DAKOTA

INDEXED

November 13, 1940.

ack 11/24/40

Associated Boards for
Christian Colleges in China,
150 Fifth Ave.,
New York City, N.Y.

Gentlemen: Attention C.A.Evans

In re James Keen Estate

In accordance with your letter of November 4th, we are herewith enclosing bank draft for $300 payable to West China University in full payment and settlement of the notes and pledges held by said West China University against the estate of James Keen, Deceased, and of the amount due from said estate.

a/c #172 holding for later decision.

We also enclose a receipt which we wish executed and returned to us together with the notes or pledges you hold against the estate marked paid or settled.

Executed Receipt returned 11/24/40

We appreciate very much getting this item cleared up and regret that because of economic conditions in this territory larger payment could not be made.

Very truly yours,

MILLER & MILLER

BY Lauritz Miller, Jr.

LME:MH

ck attached

Dep 11/18/40

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0368

INDEXED

November 22, 1940

Ack 11/22/40

Miller & Miller
401-409 Western Building
Mitchell, S. D.

Re: James Keen Estate

Gentlemen:

We acknowledge receipt of your letter of November 13th enclosing check for $300.00 in full settlement for any claim of West China Union University on the Keen Estate.

We are, therefore, returning herewith receipt for the payment, signed by two officers of the Board of Governors of West China Union University, acknowledging full payment as stated above.

With many thanks for your good offices, we are

Very truly yours,

C. A. EVANS

CAE/B
ENC.

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LAURITZ MILLER
J. MARSHALL MILLER

ELSIE M. HANSON

MILLER & MILLER
ATTORNEYS AT LAW
401-409 WESTERN BUILDING
MITCHELL, SOUTH DAKOTA

INDEXED

November 25, 1940.

ack 11/28/40

Associated Boards for Christian Colleges in China,
150 Fifth Ave.,
New York City,N.Y.

Gentlemen: In re James Keen Estate

We have your favor of Nov. 22nd enclosing receipt from West China Union University for the payment of $300 in full payment of claims of the University against the James Keen Estate.

We understand you hold two pledges or promissory notes of James Keen representing the claim against the Keen estate. You did not return them. Will you please forward them to us at your earliest convenience. We need to file them with this receipt.

Thank you for your attention to this matter.

Very truly yours,

MILLER & MILLER

BY Lauritz Miller LM

LM-EMH

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0370

INDEXED

November 28, 1940

Miller & Miller
401-409 Western Building
Mitchell, S. D.

Re: James Keen Estate.

Gentlemen:

Your letter of November 25th is at hand and in reply to same I purposely avoided any reference to pledges or the like in my last communication as we have nothing of this sort in our files.

As you are aware, this situation has been pending over a long period of time and in studying same from all of the correspondence which we have, I note that at no time has there been in our hands any signed document. I have before me a memorandum to the Board of Governors of West China Union University compiled by the Assistant Treasurer, Mr. B. A. Garside, under date of January 24, 1931. I recall that this statement was prepared after our office had been entirely searched for any records to substantiate the claim. I am quoting herewith the first three paragraphs of this memorandum:-

"About ten years ago Mr. Keen made a pledge to West China Union University in the amount of $5,000. We have never been able to find a written record of this pledge. Soon after the pledge was given he made an initial payment of $1,000. At the time of his death the balance of $4,000 remained unpaid.

In his will Mr. Keen directed that the balance remaining on this West China pledge be paid by his executors, and instructed them that, if necessary, they sell a designated quarter section of land from the proceeds of which this payment should be made.

The executors of Mr. Keen's estate, through their attorneys, Miller and Shandorf with offices in the First National Bank Bldg., Mitchell, South Dakota, notified us during 1938 of this provision in Mr. Keen's will and asked the University to submit proof of its claim. We were unable to find any actual pledge signed by Mr. Keen but made excerpts from the financial accounts of the University which showed that Mr. Keen had paid a thousand dollars on the pledge and that $4,000 was recorded as still due. On February 19,1929, Mr. Lauritz Miller of the firm of Miller and Shandorf wrote that the executors had allowed this claim but that the date of its payment was very uncertain due to the financial depression existing in South Dakota and the serious depreciation in land valued."

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It is apparent that no written statement ever came to our office, and it is quite probable that a representative of the Methodist Board of Foreign Missions, which is deeply interested in West China, made the approach to this person. You know, of course, that the Methodist Board is likewise interested in this will.

In view of these circumstances, this letter would seem to be sufficient evidence that, through the payment of $300.00, all claims of West China Union University against the Keen Estate have been satisfied. If you desire any certification that these statements are correct, and will prepare such a document, Mr. Garside, as Assistant Secretary, would be willing to so attest.

I have just been talking with a representative of the Methodist Board who states that their interest likewise is through the statement of the will granting a certain portion of the residual after a variety of previous bequests have been satisfied.

Very truly yours,

C. A. EVANS

CAE/B

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