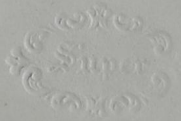


9/4/1878



Lexington Ky. Sep. 4 1878

To the Ex. Com. of Ky. University.

Gentlemen

I am directed by Col. W. C. P
Brockmidge Sec. of the Board of Visitors
of the Agricultural & Mechanical College
of Kentucky to inform you that the Ex.
Com. of the Board of Visitors have
selected, in accordance with the
Articles of agreement between the Agr-
cultural College Commission and the
Com. appointed by the Board of
Censors of Kentucky University, wherein
it is agreed that the Agr. & Mech.
College shall have the use of one
hundred acres of land for the
next two years to be selected by the
said Board of Visitors from the
Armland and Woodland Estates, the
following described land to wit:

Mrs. Patterson
Ombuds Letter
Respectfully
Implements

1 The plot containing the Tilford Mansion now used for College purposes and bounded as follows, to wit: By the line of fence beginning at S. S. Goodloe's corner on the Richmond Iron Pike and running westward to the Tate's Creek Iron Pike, thence following the latter to the first cross fence running eastward, thence to the termination of said cross fence on the Richmond Iron Pike opposite S. S. Goodloe's, thence northward to the afore said S. S. Goodloe's corner and containing about 34 acres.

2

The field or plot bounded as follows to wit: By the line of fence beginning from the gate known as the Woodlands gate and running thence westward to the Tate's Creek Iron Pike, thence along the Tate's

Create from Pike to John Clays line, thence
 by Clays line to the corner of the curved
 fence which encloses Branville, thence
 the line of curved fence above named
 to the north eastern corner of the hemp
 seed patch, thence eastward following
 the line of fence which forms the
 northern boundary of the six acre lot
 and the plot known as the garden
 plot, thence from the north ~~west~~
 eastern corner of the garden plot
 northward to the woodlands gate men-
 tioned above, and said to contain
 30 acres.

3

The six acre lot mentioned in No 2
 and bounded as follows to wit: On
 the north by Plot No 2 above described,
 on the west by the Orchard and
 hemp patch aforesaid, on the south
 by the field which lies west of the

Dairy Barn and on the east by the garden plot, and said to contain 2 1/2 acres.

4

The Plot known as the "Garden Plot" and bounded as follows to wit:

On the north by the plot or field described as No 2, on the west by the plot described above as No 3, on the south by the field west of the "Dairy Barn", thence so far southward as to include the crib stable and hot beds, but not including the "Dairy Barn", thence to the south west corner of the Machine shop, thence to the North west corner of the Machine shop, thence to the North east corner of the Machine shop, thence, and on the east by the line of fence which bounds the field in front of the Ashland Mansion on the west, and said to contain 10 acres.

5.

5.

"Dramville" and its immediate surroundings bounded as follows to wit: On the North and North East by the Cornish fence mentioned in No 2 above described, by Clay's line on the West, and on the South by the line of fence which forms the northern boundary of Nos. 3 and 4 above described extended to meet Clay's line on the West and containing about one acre,

6

The plot which forms the North Eastern portion of the Ashland Estate and bounded as follows to wit: On the East by the line of fence which begins near the "Woodland gate" mentioned above in No 2 and extends to the Machine Shop, thence by the

curved fence in front of the Ashland
 Mansion and terminating on the Richmond
 Turnpike near the Ashland gate, on
 the east by the line of fence on the
 Richmond Turnpike from the Ashland
 gate to the south east corner of Wood-
 lands and on the north by the fence
 which divides Ashland from Woodlands;
 or so much thereof as may be
 necessary to form the complement
 of the one hundred acres above
 mentioned.

The Executive Committee of the Board
 of Visitors also reserve the right to
 occupy and use the Machine Shop
 with its apparatus and appointments
 and the right of way to and from
 the Richmond Turnpike thereto
 if they shall deem such occupancy
 and use necessary or advantageous

for the operations of the A. & M. College.

They also claim and require the right of way through the woodlands parting from the plot described above as No. 1 to the several plots described as Nos. 2, 3, 4, 5 and 6, said right of way to be from gate to gate as heretofore existing.

And in as much as the Agricultural Department is an integral ^{and essential} Department of the Agricultural and Mechanical College of Kentucky; and in as much as by the articles of Agreement above mentioned Kentucky University agrees to furnish to the Agricultural and Mechanical College the sole use of the apparatus ^{et} heretofore necessary for

to several Departments;
 And inasmuch as "apparatus" in
 its accepted and principal
 signification signifies "things
 provided as means to an end,
 especially a full collection or set
 of implements or utensils for
 performing scientific experiments
 or operations":

And inasmuch as the herein after
 mentioned "things" "implements"
 and "utensils" have hitherto formed
 and constituted the "apparatus"
 whereby the operations of the
 Agricultural Department of the
 Agricultural and Mechanical
 College were rendered possible:

Therefore the Board of Visitors of the
 Agricultural and Mechanical College
 claim and require under the

Articles of agreement aforesaid the
 sole and exclusive use of the following
 "things" "implements" and "instruments"
 for the two years during which
 the articles of agreement are binding
 on the parties thereto. viz:

Three horses,
 Provisions and forage for three
 horses (for one year)
 The necessary seeds for sowing
 and planting in the agricultural
 lands selected above (for one year)
 Two turning or breaking up plows,
 Two two-horse plows,
 Two double shoul plows,
 One Bull tongue plow,
 One Harrow,
 One Roller
 One two horse wagon and harness,

One Dump Cart and harness,
 Eight hoes
 One Cutting box,
 One Spring Wagon and harness
 Four sets of plow harness,
 Two double-trees and six single-trees,
 One Horse-rake,
 One Cultivator,
 One Wheel-barrow
 Two shovels and two spades,
 Four hand rakes,
 Two axes,
 Two Cradles for cutting grain,
 One Reaper and Mower and two
 knives or sickles for each,
 Two iron wedges,
 One Maul,
 One Post-hole digger,
 Thirty five hot bed sashes,



The Ex. Com. of the Board of Visitors desire to call the attention of the Ex. Com. of Ky. University to the fact that the foregoing implements and tools were purchased for the use of the Agricultural Department of the A. & M. College and that the existing crop on the estate was cultivated mainly by student labor and paid for by the State fund

On these grounds as well as from the considerations mentioned above they believe that they are fully justified in requiring for the succeeding two years the use and usufruct of the "things" "implements" and "utensils" designated in the aforesaid schedule as

12

will as of others which may have
escaped notice or mention

Respectfully

James H. Patterson

Pres. A. & M. College

(Copy retained)

P.S. For convenience of reference I
enclose a sketch of the plots on
the estate with those selected
enumerated as in the foregoing
L.H.P.

7/5/1878

Memorandum of an agreement made between The Agricultural and Mechanical College Commission of the one part and the Curators of Kentucky University by their special Committee of which a quorum composed of John B Bowman Wm J Withers E D Sayre George Stoll Jr and M C Johnson are authorized to bind said Curators of the other part Witnesseth:

1. In order to continue the operations of the Agricultural and Mechanical College at Lexington for a period of two years in pursuance of an act of the General Assembly of the Commonwealth of Kentucky entitled "An act in relation to the Agricultural and Mechanical College of Kentucky, and to provide for the future management and location thereof" approved March 13th 1878 the parties aforesaid agree that the Agricultural and Mechanical College shall have sole and exclusive control and use of so much land of the Ashland and Woodlands tracts as the Board of Visitors may deem necessary for the successful operation of the Agricultural and Mechanical College not exceeding one hundred acres until the students of said college exceed one hundred in number and then an additional acre for each

additional student. Said land to be selected by the Board of Visitors; also to have the sole use and control of the buildings apparatus &c heretofore used by said College: Provided that the Ashland mansion house and appurtenances shall not be selected or controlled by said Board of Visitors.

2. The Students of the Agricultural and Mechanical College shall be allowed free instruction in the College of Arts and Sciences of Kentucky University and the students of Kentucky University to be allowed like free instruction in the Agricultural and Mechanical College.

3. That the repairs of buildings and fences of the land and premises selected for the use of the Agricultural and Mechanical College be done by Kentucky University out of its own funds; and the expenses of Insurance of such buildings be defrayed by said Kentucky University out of its own funds.

4. No action of either party in entering into this arrangement shall be construed in any manner to affect the rights or interests of either party as to the property mentioned or to be an expression as to any such rights or interests, but all such questions

are left entirely open for future adjustment. In testimony whereof the Agricultural and Mechanical College Commission, have caused to be affixed hereto the signature of John C Underwood, Lieutenant Governor of Kentucky, its Chairman, and the Curators of Kentucky University have caused the signatures of a quorum of its Special Committee authorized to make this agreement to be hereto affixed. Done at the City Louisville Kentucky in duplicate this 5th day of July 1878 and one of the duplicates delivered to each party with a certified copy of the resolutions of said Curators accompanying the duplicate held by the first party, which authorize the Special Committee to make this agreement.

J. C. Underwood
Lt. Gov. & Chairman A. & M. C. C.

M. C. John
E. D. Day
Wm. J. Withers
G. S. [unclear]

Memorandum Agreement
Between A + M College Commission &
Committee of Curators Ky. W -