

# Dunn's will left Indiana University a slap in the face

When Bedford lawyer Moses Dunn died on Oct. 25, 1915, there was a lot of speculation about the beneficiaries of his quarter of a million dollar estate. It was known that he had changed his will several times, the latest version having been written in April of that year.

Since Dunn had stipulated that his estate be wound up within 90 days, it wasn't long before the details became public knowledge. On Oct. 29 they were published in the *Bloomington Telephone*.

The largest bequests to individuals (\$3,000) went to Elizabeth Legg, daughter of Dunn's uncle, Felix Dunn; Elizabeth Binkley, daughter of his aunt, Lucinda Carter; and to Mattie McPheeters Wheat of Indianapolis. Those who received \$1,000 were: Joseph G. McPheeters, Charles McPheeters, Mamie Dunn, Ella Dunn, Ella Dunn Malette, Mrs. Gen. Walter Howe, Helen Dunn Moss, Joseph McPheeters (son of Dunn's cousin, Lizzie Taylor and not the same person as Joseph G.).

Recipients of \$500 were Samuel and William Dunn of Texas, Samuel Grundy Dunn and Mrs. Mabel Nichols (wife of a



## LOOKING BACK

By Rose McIlveen

Bloomington architect).

In addition, J.D. Alexander ("kinsman"), Jacob Fines ("colored servant"), Union Literary Society of Hanover College and Beta Theta Pi fraternity at Hanover all received \$1,000.

The next beneficiary may have been a shock to some readers of the *Telephone*. "Purdue University is made the residuary legatee and will receive at least \$100,000 in cash and forty acres of valuable land, which with a former bequest of Mr. Dunn and his aunt, Miss Antoinette Fell, will aggregate at least \$180,000. The annual income of \$4,000 from quarry lands, heretofore reserved by Mr. Dunn will now go to Purdue ..."

The Masons of Bedford received \$50,000 to build a temple, Dunn's private library and "large collection of pictures and curios. The will also provides that the Masons must spend

\$200 annually for a Thanksgiving or Christmas dinner for the poor children of Bedford."

Other recipients were the Elks Lodge and City hospital who received \$10,000 and \$15,000, respectively. Another \$10,000 was to be devoted to "the erection of a monument to the soldiers, sailors and pioneers of Lawrence County on condition that \$5,000 more be raised. St. John's Episcopal church received \$3,000.

There had been a rumor that Dunn wanted a statue of himself erected on the courthouse square in Bedford. That proved untrue.

Dunn was a very strong-willed man, and any relationship he had which did not please him was not repairable. He also stipulated that anyone who contested the will would "forfeit their interest therein."

There remains the question: Dunn had originally intended to leave some \$50,000 to Indiana University. Why did he change his mind? Only a little information remains.

The Indiana University trustees had negotiated in 1883 with Dunn to buy 20 acres. According to Burton D. Myers' history of IU, the deed was dated Feb. 4, 1884. But there was

a problem, because Moses Dunn was not the sole owner of the property. The others were his brother, George, and his wife.

In June of 1884, Dunn was complaining that he had not been paid for the land. Myers wrote, "We can be certain that before this payment was made the trustees had a deed or a contract for a deed which, whenever given, was effective on Feb. 4, 1884.

"The deed originally may have been defective in some respect. It may have been given by Moses Dunn alone and later it may have been learned that his brother George and wife had an interest in the property. Delay may have been occasioned by the refusal of George Dunn to sign a warranty deed which Moses had given ..."

In 1912, Dunn still owned some land in Bloomington and was asked by IU to allow a water pipe to be run across his property. He refused, and the university was obliged to run the pipe around his land.

Did his anger stem from the problems with the deed or from the request about the pipe? There is no clear answer to that question.

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