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L. M. GENSMAN: A STUDY OF AN EARLY TWENTIETH-  
CENTURY, WESTERN ATTORNEY, 1901-1923

The University of Oklahoma

PH.D.

1980

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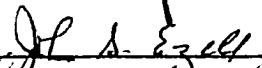

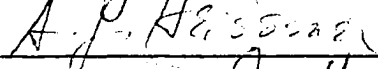
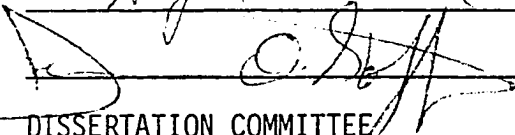
L. M. GENSMAN: A STUDY OF AN EARLY TWENTIETH-  
CENTURY, WESTERN ATTORNEY, 1901-1923

A DISSERTATION  
SUBMITTED TO THE GRADUATE FACULTY  
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1980

L. M. GENSMAN: A STUDY OF AN EARLY TWENTIETH-  
CENTURY, WESTERN ATTORNEY, 1901-1923

APPROVED BY

  
  
  
  
  
DISSERTATION COMMITTEE

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L. M. GENSMAN: A STUDY OF AN EARLY TWENTIETH  
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INTRODUCTION

As Richard Hofstadter states, scholars encounter difficulty in evaluating specifically the effects that corporate industrialism and finance capitalism had on American law and especially on American attorneys because of the paucity of works on the history of the profession.<sup>1</sup> While in his works James Willard Hurst has subsequently explored the evolution of American legal thought and the impact that corporate industrialism and finance capitalism had on American law, with the exception of attorneys who became highly prominent public figures, scholars have generally neglected to undertake biographic studies of the more prosaic, small town practitioner of the law; hence, knowledge concerning attorneys remains scant.<sup>2</sup> The challenge to satisfy to some degree this lack of knowledge concerning the behavior of attorneys both as a group and as individuals sparked my interest in undertaking a study of an early twentieth-century, Western attorney; and the apparent abundance of material contained in both the Gensman Collection at the Museum of the Great Plains and the Gensman Collection at the University of Oklahoma encouraged me to select L. M. Gensman as the subject of my study.

Throughout my research I attempted to discern answers to numerous questions. First and foremost, did L. M. Gensman as an early

twentieth-century, Western attorney represent an anomaly or did he represent a norm? What motivated Gensman to become an attorney, why did he locate his practice in Oklahoma, and did his career signify an evanescent or a lengthy association with the legal profession? What success if any did he enjoy as an attorney and what accounted for the degree to which he succeeded or failed in the profession? In the event that the Gensman family had a tradition in law, how did it influence him? On the other hand, if he lacked a family precedent in law, how did his family relationship affect his professional and business activities? Where did Gensman obtain his formal legal training and was his level of legal education consistent or inconsistent with the training of his contemporary colleagues? What kinds of legal business did he pursue in the practice of law and did the practices of his confreres exhibit similarities to Gensman's work? What was his political philosophy; i.e., was he a progressive, a moderate, a conservative, a radical, or a reactionary, and what political party or parties did he espouse? If he participated in politics, what stimulated his political interest and ambitions and did he show a political interest comparable to fellow attorneys? Lastly, did such Western attorneys as Gensman advocate professional reform in accordance with Hofstadter's suggestion that many Eastern attorneys actively demanded reform of the bar?<sup>3</sup>

Having perceived in advance that finding adequate answers to these questions would prove a formidable task, I have endeavored in the study to present answers to the questions heretofore posed, and hence, to indicate through Gensman's professional life some of the individual and group attitudinal and behavioral tendencies of early twentieth-century, Western attorneys.



## INTRODUCTION

### NOTES

<sup>1</sup>Richard Hofstadter, The Age of Reform: From Bryan to F. D. R. (New York: Alfred A. Knopf, 1955), p. 158 (hereafter cited as Hofstadter, Age of Reform).

<sup>2</sup>James Willard Hurst, Law and the Conditions of Freedom in the Nineteenth-Century United States (Madison: University of Wisconsin Press, 1956); The Legitimacy of the Business Corporation in the Law of the United States, 1780-1970 (Charlottesville: University Press of Virginia, 1970) (hereafter cited as Hurst, Corporation in Law); Law and Social Order in the United States (Ithaca: Cornell University Press, 1977).

<sup>3</sup>Hofstadter, Age of Reform, p. 158

## CHAPTER I

### THE END

In 1954, on May 27, Loren M. Gensman, commonly known as L. M. or "Nick" Gensman, died at the residence that he and his wife had built thirty years earlier on A Avenue in Lawton, Oklahoma. Death resulted from arteriosclerosis, a malady that had afflicted him for several years.<sup>1</sup> Seventy-six years of age at the time of death, Gensman left an estate valued at \$457,587.12.<sup>2</sup> Notwithstanding his acquisition of wealth through land and oil speculation, realty management, personal loans, and farm loan commissions, the practice of law provided the economic foundation for Gensman's material advancement; and during the years 1901 to 1923 he established his self as an attorney in western Oklahoma.

After studying law at the University of Kansas and being admitted to the Kansas bar, he arrived at Perry, Oklahoma, in late spring of 1901 with only the proverbial shirt on his back and a few law books; yet, by the time of his demise he had accumulated a fortune of nearly a half-million dollars. The substantive form of his legacy and the manner in which he prescribed its distribution illustrates his legal sagacity. United States Bearer Bonds worth \$94,083.36 composed a sizable portion of Gensman's estate; and he bequeathed these bonds to the Law School of

the University of Kansas with the sole restriction that this bequest not be dispersed as scholarships or grants-in-aid. Interestingly, few of the bond coupons had been clipped.<sup>3</sup> This might lead one to believe that some irregularity existed pertaining to Gensman's acquisition of the bonds or his manner of holding them or both. Perhaps he had acquired the bonds with the knowledge that they constituted stolen property. On the other hand, possibly he did not declare them as income to the Internal Revenue Service in order to avoid paying taxes on them. Lending credence to the supposition that some irregularity existed in regard to the bonds is Gensman's statement to his attorney Mr. Russell G. Jones that he would not disclose to Mr. Jones how he gained ownership or possession of these bonds so that if the Internal Revenue Service or any other agency or individual ever asked Jones about the bonds, he could emphatically swear that he had no knowledge of the manner in which Gensman acquired or held these bonds. In light of his devisement of these bonds to the University of Kansas Law School, Gensman's additional statement to Jones that in the event the Internal Revenue Service or any other agency investigated his estate, Jones not only would have himself fighting the authorities but also would have the talent of the faculty of the University of Kansas Law School to aid his defense further supports the possibility that he had either acquired or possessed the bearer bonds in a dubious manner.<sup>4</sup>

In discussing his bequest to the law school, Gensman also related to Jones that his remembrance of a kindness once shown him by the Dean of the Law School motivated his desire to leave the bearer bonds to the Law School. Gensman had lost his job several weeks prior to the

completion of his second-year studies and the Dean had lent him five dollars--a loan that enabled him to finish the semester.<sup>5</sup>

A large amount of currency not maintained in either checking or savings accounts, specifically \$114,916.50, constituted another noteworthy feature of Mr. Gensman's estate. While \$20,665 of this sum lay in two safety deposit boxes, approximately \$94,000 rested in a strong box beneath his residence at 901 A Avenue. Shortly after drawing Gensman's will in late May of 1950, Jones at his client's request and under his supervision had transferred the strong box from the attic in the Gensman Building to the ground under the Gensmans' residence where the money remained until after Gensman's death. Granted that Gensman had informed Jones that the box contained money, he had not stated the amount; and the total remained unknown to anyone except Gensman until after his demise, when Jones unearthed the box in mid-June, 1954.<sup>6</sup>

According to Gensman's statement in January 1922, "the two banks blowing up in Lawton nearly cleaned me."<sup>7</sup> This financial loss probably fostered a distrust of banks in general, although the funds that he lost seemingly did not total over \$2,000--a sum that did not leave him economically destitute in 1922. Moreover, owing to his transactions of personal loans, in particular loans to farmers, friends and relatives, Gensman frequently required ready cash.<sup>8</sup> Quite probably his loss of capital resulting from the bank failures in late 1921 and his concomitant involvement in the personal loan business prompted him to retain sums of money.

Lastly, the remaining bulk of Gensman's material wealth, specifically \$202,550, consisted of real property, i.e., farm land, city lots, and improvements. The opportunity to obtain a homestead and the knowl-

edge that the opening of new lands for settlement usually created a demand for a lawyer's services had encouraged Gensman to migrate to Lawton in 1901. Beginning with the acquisition of a homestead relinquishment in 1901, he habitually invested profits from his legal practice in real estate. Gensman expanded his real estate interests to include not only farms and farm improvements but also city lots and buildings; and there is no record that he ever suffered a financial setback from real estate ventures.<sup>9</sup> In addition to illustrating his respect for property and the financial security that property ownership provided, Gensman's provision in the will requiring one of his nieces to utilize her \$5,000 legacy to discharge the mortgage on her home and to cease encumbering her home in the future demonstrates how Gensman insured that heirs did not squander their bequests.<sup>10</sup>

## CHAPTER I

### NOTES

<sup>1</sup>Oklahoma, Department of Health, Office of Vital Statistics, "Certificate of Death" (hereafter cited as "Death Certificate"); L. M. Gensman to George J. Gensman, 19 February 1916 and 18 July 1916, L. M. Gensman Collection, Museum of the Great Plains, Lawton, Oklahoma (hereafter cited as Gensman Coll., M.G.P.)

<sup>2</sup>U.S., Department of the Treasury, Internal Revenue Service, "United States Estate Tax," Estate of Loren M. Gensman, 9 August 1954, p. 2; L. M. Gensman file, private papers of Russell G. Jones, Lawton, Oklahoma.

<sup>3</sup>Oklahoma, Comanche County, Office of the Court Clerk, "Final Account of Executrix, and Petition for Determination of Heirs, For Final Settlement and Distribution and Discharge" in the matter of the Estate of Loren M. Gensman, 20 October 1954, p. 3 (hereafter cited as "Final Account of Executrix"); Oklahoma, Comanche County, Office of the Court Clerk, "Last Will and Testament of L. M. Gensman," 31 May 1950, pp. 3-4 (hereafter cited as "L. M. Gensman's Will").

<sup>4</sup>Interview with Russell G. Jones and Georgianna Sarver Jones, Lawton, Oklahoma, 23 September 1979 (hereafter cited as Jones interview).

<sup>5</sup>Ibid.

<sup>6</sup>"Final Account of Executrix," p. 5; Jones interview; Personal Records of Lucia Gensman, entry 13, May 1950, Lucia E. Gensman file, private papers of Russell G. Jones, Lawton, Oklahoma.

<sup>7</sup>L. M. Gensman to Dan W. Perry, 28 January 1922, Loren Micheal Gensman Collection, University of Oklahoma Library, Western History Collections, Oklahoma University, Norman, Oklahoma (hereafter cited as Gensman Coll., W.H.C.).

<sup>8</sup>L. M. Gensman to B. M. Parmenter, 24 December 1921;  
O.C. Aubrey to L. M. Gensman, 21 February 1923; Gensman Coll., W. H. C.;  
James Emerick to L. M. Gensman, 4 December 1904; L. M. Gensman to  
Doke Hamilton, 8 May 1909; Marcus B. Dixon to L. M. Gensman, 20 December  
1912, Gensman Coll., M.G.P.; "L. M. Gensman's Will," p. 2.

<sup>9</sup>"Final Account of Executrix," pp. 1-2; Jones interview.

<sup>10</sup>"L. M. Gensman's Will," p. 1, 8.

## CHAPTER II

### THE BEGINNINGS

Christened Lorraine Michael, a name that he subsequently altered to Loren M., Gensman was born August 26, 1878, on a farm near Andale, Kansas--the first child of Nicholas and Martha Kansas Gensman.<sup>1</sup> In 1851 L. M.'s father, Nicholas Gensman, migrated from Germany to the United States at age three in the company of his parents Phillip and Elizabeth Gensman and four brothers and two sisters. The Phillip Gensman family eventually settled in Milwaukee, Wisconsin, where Nicholas received a rudimentary education and training in blacksmithing. Moving to Kansas in the spring of 1873, he homesteaded 160 acres four miles south of the town of Andale.<sup>2</sup> In 1877 Gensman obtained the patent to his homestead and married Martha Kansas Osborn, daughter of a prosperous Sedgwick County farmer. Frugal and industrious, Gensman combined farming and blacksmithing to earn a profitable livelihood that enabled him to invest in additional farm improvements and land; by the early 1880's he owned 240 acres. Just as Nicholas' farming operation increased so did the size of his family. Yet, only two of the seven children born to Nicholas and Kansas Gensman survived early childhood--Lorraine Michael and Logan Edgar.<sup>3</sup> Nicholas Gensman supported the Republican party, held the local offices of town treasurer and school board member, and belonged to both



the Odd Fellows and the Masons. Indicative of his overriding economic incentive, Gensman demanded that his younger son Logan pay him rent when Logan farmed one of his father's acreages. He also charged his older son Loren interest when Loren borrowed \$650 from him in 1901; however, he imposed an interest of four percent instead of the usual eight percent.<sup>4</sup>

Owing to his shrewd business sense, Nicholas Gensman endured the agricultural depression that afflicted Western and Southern farmers from the late 1880's to the mid 1890's without becoming burdened with debt. Although Kansas was one of the states that experienced the effects of hard times because of the sudden collapse of land values, the decline of agricultural prices, and the rising cost of production, and although the city of Wichita, county seat of Sedgwick, itself witnessed the flight of approximately thirteen thousand persons from 1889 through 1890, Nicholas Gensman managed to earn a livelihood and to maintain his property unencumbered by mortgages.<sup>5</sup> Indeed, it would appear that he not only survived the depression with his property intact but even had the wherewithal to purchase more farm land because in June, 1901, he related to Loren that he had sold one of his farms for \$5,500 in cash.<sup>6</sup>

Probably because he did not suffer the severe economic setback experienced by a large percentage of Kansan farmers, Nicholas Gensman did not join the agrarian protest movement that flourished in Kansas in the 1890's. Although Sedgwick County did not constitute one of the strongholds of populism in Kansas, populism did enjoy fair support in the county. In 1892, the Populist Party not only held its state convention in Wichita but also nominated the Sedgwick County Populist chairman,

Lorenzo D. Lewelling, as their candidate for governor, a position which Lewelling subsequently won in the general state election. Mary Elizabeth Lease also resided in Wichita and campaigned energetically in the county. For Nicholas Gensman, the Populist party and its leaders held no attraction; and he remained staunchly committed to the Republican Party.<sup>7</sup>

Maturing in an atmosphere that emphasized frugality, hard work, and material achievement; L. M., like his father, subjugated all his other interests to his overriding concern of economic advancement. Moreover, owing to his own economic success and to the political tradition established by his father, L. M. did not show any inclinations for socioeconomic reform. Just as populism failed to appeal to Nicholas Gensman, so did progressivism fail to appeal to L. M.<sup>8</sup>

After receiving his elementary education in Andale and attending Louis Academy in Wichita and the Wichita Commercial College, Gensman matriculated in the State Normal School of Emporia, Kansas, under his adopted name Loren M. during the school year of 1895-1896, concentrating his studies in the field of elementary education. Upon the completion of one year of study he returned to Andale in the summer of 1896 to accept the position of principal of the Andale public schools.<sup>9</sup> In April of 1897 while Gensman served his second year as principal, his mother, Kansas Osborn Gensman, died. The death of Kansas and Nicholas Gensman's subsequent remarriage to Sarah Hoff in July, 1898, created an emotional chasm between the two brothers and their father Nicholas--a gulf emanating from economic considerations. Specifically, the brothers' anxiety that Nicholas' second marriage would deprive them of eventually receiving a legacy from their mother's estate evoked a feeling of hostility

toward their father and especially toward his second wife, Sarah.<sup>10</sup> Even though disagreements often punctuated the relationship between father and sons and even though Nicholas Gensman effected only ephemeral harmony between himself and two sons when in 1907 he settled over \$3,000 on each of them, L. M. and Logan expressed a certain measure of affection and respect for their father--feelings that L. M., in particular, usually masked in rough humor. Toward their stepmother and their four step-sisters, however, neither L. M. nor Logan exhibited more than the token affection that their father and etiquette required.<sup>11</sup>

Resenting his father's recent marriage and fueled by an ambition to make money, L. M. Gensman arrived in Lawrence, Kansas, in the fall of 1899 determined to become a lawyer. Savings from teaching allowed the twenty-year-old Gensman to enroll in the School of Law at the University of Kansas. While his savings furnished the money for his tuition fees, part-time employment provided the money for his living expenses. During his first year of law school, L. M. worked as a secretary for John Q. A. Norton, a well-known Lawrence attorney; and the training that he received as a legal stenographer in Norton's office helped him to obtain his first position in Oklahoma Territory. Besides gaining insight into the legal profession, L. M. also developed a close and enduring friendship with his employer. Aspiring to make more money, L. M. secured new employment as a claim collector for the Lawrence Adjustment Company in 1901. Notwithstanding Gensman's declaration to his brother Logan that owing to the demands of his academic studies he could devote little time to the job of collection, thus greatly reducing his expected earnings, the job of claim collector furnished him with valuable experience that he later

employed in his legal practice, particularly when it included a large volume of collections, an activity that contemporary attorneys termed "the commercial business".<sup>12</sup>

At Kansas University, L. M. continued his life-long custom of collecting friends. Red-headed, ruddy complexioned, six feet tall, and weighing two hundred pounds, Gensman presented a figure easily distinguishable and oft remembered. Although his father's emphasis on hard work and material accumulation strongly influenced his son's attitudes and behavior and although intense friction frequently marred his family relations, Gensman did not face the world with sullenness. On the contrary, a keen sense of humor pervaded his personality; and his willingness to laugh at his foibles, to see mirth in many a predicament, and his ability to induce laughter in other people invited facile camaraderie and personal popularity. Although in subsequent years, Gensman was tenacious in the courtroom and ruthless in many of his business and political affairs, he retained his public popularity primarily because his sense of humor never deserted him. Class, religion, race, or sex made little difference to Gensman. Moreover, once he had established rapport with an individual, he usually sought to perpetuate the relationship. If distance prohibited meeting readily, Gensman endeavored to maintain ties through correspondence. Remote relatives, farm hands, school classmates, hometown comrades, fellow attorneys, and military personnel constituted part of the numerous recipients of his letters.<sup>13</sup> Henry J. McGraw, C. A. Matson, and Lucia E. Van Cleef represented simply a few of the close acquaintances that Gensman formed during his days at Kansas University. Beneath his genial desire to be

well-liked, Gensman exhibited an ingrained belief that friends could be a significant asset in aiding him to achieve his economic and political goals. His friendship with Henry J. McGraw led to an acquaintance with Henry's brother, James J. McGraw, a prominent Oklahoma Republican who subsequently became a member of the Republican National Committee in 1916, while his acquaintance with Matson furnished him business for his collection concern. For Lucia E. Van Cleef, a passionate and talented voice and music student and only daughter of a well-to-do Perry groceryman, L. M. had reserved a special position--future spouse.<sup>14</sup>

Granted that his academic studies and his employment interfered with each other, Gensman managed to maintain a B average during his two years of law school. Probably owing to the paucity of funds and his intense desire to advance himself materially by earning money and obtaining a homestead, Gensman left the University of Kansas in May, 1901, one year short of earning his degree.<sup>15</sup> Having previously received admittance to the Kansas bar in February, 1901, Gensman was prepared to practice law. In June, 1901, he traveled to Perry, Oklahoma, where he planned to enter into a temporary practice with Sam H. Harris. The opportunity to court Lucia during the months of June and July and at the same time to receive financial remuneration for his legal services seemingly prompted Gensman's move.<sup>16</sup> In spite of Gensman's later reference to his partnership with Harris as his first legal practice in Oklahoma, the firm of Harris and Gensman actually constituted a sub-office of Dick T. Morgan who dealt largely in land litigation and real estate. A Republican with aspirations for national political office, Morgan had already received the endorsement of the state committee on organizations

for the position of permanent territorial chairman of the Republican party in August of 1900; and in 1902 he campaigned unsuccessfully for the Republican nomination for territorial delegate to the United States Congress. In 1914 Morgan's political ambitions were fulfilled when the voters of Oklahoma's eighth congressional district elected him as their congressman--an office that he held until his death in the summer of 1920. Presumably Morgan's growing political eminence further affected Gensman's decision to locate first at Perry; Gensman seldom missed a chance to associate with Republicans who showed promise of attaining economic and political prominence.<sup>17</sup>

In July, 1900, the United States Congress approved a bill that required the Kiowa, Comanche, and Apache Indian tribes to accept the termination of their reservations through allotment in severalty. Each tribal member received a 160-acre allotment with the patent held in trust by the United States government for twenty-five years. The law also stipulated that with the exception of 480,000 acres to be set aside for tribal usage as grazing lands, the Indian tribes had to cede to the United States government their surplus lands, i.e., those lands that remained after 160 acres had been bestowed on each Indian. The law further declared that the surplus lands of the Kiowa, Comanche, and Apache reservations would be open to settlement in accordance with the provisions of the homestead and townsite laws.<sup>18</sup> In subsequent legislation, however, Congress further diminished the quantity of lands available for homesteading by enlarging the Fort Sill military reservation and by creating the Wichita Mountain Forest Reserve. By March of 1901 government officials had at least completed the task of Indian allotment;

consequently on March 3, Congress adopted an act that called for the formal opening of the Kiowa and Comanche lands by presidential proclamation.<sup>19</sup> Thousands of land-hungry settlers eagerly sought homesteads in the new land.<sup>20</sup> At last on July 4, 1901, President William McKinley issued the anxiously-awaited proclamation. To the delight of many persons, the dismay of others, and the astonishment of nearly everyone, McKinley's proclamation prescribed the distribution of homesteads by lottery--a method that the federal government expected to bring about a more just and orderly settlement. The proclamation also provided for the establishment of two new land districts with corresponding land offices at El Reno and at Lawton, the future county seat closest to Fort Sill.<sup>21</sup>

Owing to his keen interest in land and the wide publicity that attended the proposed opening of what was popularly called the Kiowa-Comanche Reservation, Gensman had kept abreast of congressional proceedings and resolved to file a homestead claim.<sup>22</sup> In all likelihood, his uncle Conrad Gensman and Conrad's sons, George, Fred, and Billy, who had moved to Garfield County in Oklahoma Territory after the opening of the Cherokee Outlet in 1893, provided information that supplemented the published knowledge attained by L. M. concerning land conditions in the Territory.<sup>23</sup> At least two of his Kansas friends who were attorneys, Robert Landers and William McFayden, also expressed interest in the new land.<sup>24</sup>

Under the guidelines contained in President McKinley's proclamation, persons desiring to obtain a homestead claim could register at either El Reno or Lawton (the military post of Fort Sill furnished tem-

porary quarters for the federal land officials until a suitable building was constructed in Lawton); however, each applicant had to specify on his registration card the district, El Reno or Lawton, in which he intended to make entry. With the exception of military personnel, individuals had to register in person between July 10 and July 26. The drawing of the names of the 13,000 persons who would be permitted to file on homesteads in the Kiowa-Comanche Reservation was scheduled to take place between July 29 and August 6.<sup>25</sup> Although the president had prescribed the method for opening the new lands, the Secretary of Interior had the responsibility for managing registration and drawing claims. Secretary of Interior Ethan A. Hitchcock instructed W. A. Richards, Assistant Commissioner of the General Land Office, to take charge of the opening, and Richards subsequently arrived at El Reno at two o'clock on the morning of July 10 to supervise the operation.<sup>26</sup>

Notwithstanding the destruction of the federal records that included the registration cards and concomitant identification slips of the 164,416 homestead applicants, the assumption that L. M. Gensman did register for a claim appears reasonably certain in light of his correspondence.<sup>27</sup> Also it is logical to assume that he had submitted his application at El Reno because good railway connections existed between Perry and El Reno, whereas the railway had not yet reached Fort Sill--much less the future city of Lawton. Moreover, because he arrived at the townsite of Lawton on August 5, 1901, prior to the last day of the lottery, in all probability Gensman had made his application for a claim in the Lawton land district.<sup>28</sup>

What a spectacle must have greeted Gensman when he disembarked



from the train in El Reno. Overnight the population of the city had mushroomed tenfold. Speculators and bonafide settlers jostled each other in the lines before the six registration booths. The great expectations of the thousands congregated in El Reno produced an ambiance of teeming excitement. Yet, amid the ebullient confusion, government clerks under the direction of Assistant Commissioner Richards industriously performed their task of registration so that by the designated closing time they had accommodated every person who had desired to make application. In total, 164,416 people had signed up for the 13,000 claims.<sup>29</sup> During the lottery, Gensman's name was not drawn; thus, like 151,415 other individuals, he originally failed to obtain a homestead claim in Kiowa-Comanche reservation. Substantiation of Gensman's failure to gain a homestead claim in the lottery lies in his purchase of a relinquished claim in December of 1901--a 160 acre claim that he successfully proved in March of 1904 as verified by his possession of the patent.<sup>30</sup>

## CHAPTER II

### NOTES

<sup>1</sup>"Death Certificate"; Interview with Blanche Gensman Cargill, Lawton, Oklahoma, 14 July 1979 (hereafter cited as Cargill interview).

<sup>2</sup>Garden Plain (Kansas) Tribune, 13 May 1921; Alfred Theodore Andreas, A History of Kansas (Chicago: By the Author, 1883), vol. 2, pp. 1405, 1416 (hereafter cited as Andreas, Kansas); Kansas, State Board of Agriculture, Census of Kansas: 1885, vol. 249, p. 6.

<sup>3</sup>Kansas, Sedgwick County, Office of Real Estate Records, United States Patent to Nicholas Gensman, Book B, p. 426, 31 March 1877; Kansas, Sedgwick County, Office of the Court Clerk, "Marriage License," 30 April 1877; Andreas, Kansas, vol. 2, p. 1416; John P. Edwards, The Historical Atlas of Sedgwick County (Philadelphia: By the Author, 1882), pp. 13, 16; Kansas, Sedgwick County, Office of Real Estate Records, "Deed" from William & Anna Gensman to Nicholas & Martha K. Gensman, Book 30, p. 445, 27 March 1882. Although the State Board of Agriculture compiled the Census of Kansas in 1885 and 1895 for statistical purposes rather than for taxation purposes, interestingly, Nicholas Gensman merely declared ownership of the 160-acre homestead and omitted any statement concerning his possession of additional farm lands. Mt. Hope (Kansas) Mentor, 30 April 1897; Garden Plain Tribune, 13 May 1921; Kansas, State Board of Agriculture, Census of Kansas: 1885, vol. 249, p. 6; Census of Kansas: 1895, vol. 334, p. 5.

<sup>4</sup>Garden Plain Tribune, 13 May 1921; Andreas, Kansas, vol. 2, p. 1416; Nicholas Gensman to L. M. Gensman, 29 December 1901 and 28 February 1902, Gensman Coll., M.G.P.; Cargill interview.

<sup>5</sup>John D. Hicks, The Populist Revolt (Lincoln: University of Nebraska Press, 1961), pp. 23-34 passim. While the records of Sedgwick County, Kansas, show that Nicholas Gensman did mortgage his 160-acre homestead on three separate occasions, these mortgages occurred prior to the late 1880's--the last mortgage was dated February 14, 1880. In addition, Nicholas Gensman never borrowed more than \$130 on his homestead (Sedgwick County, Office of Real Estate Records, "Mortgage" from Nicholas K. Gensman and Martha K. Gensman to M. Block, 21 February 1880).

<sup>6</sup>Nicholas Gensman to L. M. Gensman, 14 June 1901, Gensman Coll., M.G.P.

<sup>7</sup>Cargill interview; Nicholas Gensman to L. M. Gensman, 8 November 1908, Gensman Coll., M.G.P.; Walter T. K. Nugent, The Tolerant Populists (Chicago: University of Chicago Press, 1963), pp. 81-84, 129-30.

<sup>8</sup>Cargill interview; Interview with Lola Gensman King, Lawton, Oklahoma, 20 September 1979 (hereafter cited as King interview); Jones interview.

<sup>9</sup>Kansas, Emporia State University, Office of Admissions and Records, Annual Catalogue of 1895-96 (Emporia State Normal School, 1895), p. 19; Lyle H. Boren and Dale Boren, Who Is Who In Oklahoma (Guthrie: Co-Operative Publishing Co., 1935), p. 177; L. M. Gensman to Wichita Eagle, 24 August 1911; L. M. Gensman to S. R. Doyle, 15 October 1917, Gensman Coll., M.G.P.

<sup>10</sup>Mt. Hope Mentor, 30 April 1897; L. M. Gensman to Mr. and Mrs. Nicholas Gensman, 7 May 1902; Logan E. Gensman to L. M. Gensman, 11 May 1902, Gensman Coll., M.G.P.; Cargill interview; King interview.

<sup>11</sup>Nicholas Gensman to L. M. Gensman, 19 February 1902; L. M. Gensman to Nicholas Gensman, 20 February 1902; Sarah Gensman to L. M. Gensman, 30 April 1902; Logan E. Gensman to L. M. Gensman, 21 February 1907; L. M. Gensman to Nicholas Gensman, 4 February 1913; L. M. Gensman to Dr. James Smithuser, 4 April 1916, Gensman Coll., M.G.P.; Cargill interview, King interview. In regard to L. M.'s stepmother Sarah Hoff Gensman and his four stepsisters, neither the Gensman Collection at the Western History Collections nor the Gensman Collection at the Museum of the Great Plains contains any record of correspondence with or even mention of L. M.'s stepmother and stepsisters after Nicholas Gensman's death in 1921. Also, L. M.'s obvious omission in his will of his four stepsisters, who were still living signifies a lingering dislike.

<sup>12</sup>Jones interview; L. M. Gensman to Logan E. Gensman, 20 March 1901; L. M. Gensman to Sam Bishop, 14 March 1917, Gensman Coll., M.G.P.

<sup>13</sup>L. M. Gensman to John P. Gensman, 18 November 1909; L. M. Gensman to Dr. John J. Sippy, 13 September 1912; L. M. Gensman to Wesley Landon, 27 May 1914; L. M. Gensman to Joe Morse, 13 November 1914; L. M. Gensman to Henry McGraw, 20 August 1918; L. M. Gensman to Captain C. F. B. Wyles, 28 August 1918, Gensman Coll., M.G.P.

<sup>14</sup>C. A. Matson to L. M. Gensman, 28 January 1902; Henry McGraw to L. M. Gensman, 16 February 1902; G. W. Sawyer to L. M. Gensman, 12 September 1902; Emma Van Cleef to L. M. Gensman, n.d., circa 1902; C. A. Matson to L. M. Gensman, 15 August 1904; L. M. Gensman to J. J. McGraw, 1 February 1916, Gensman Coll., M.G.P.

<sup>15</sup>University of Kansas, Department of Admissions and Records, Office of the Dean, transcript of Loren M. Gensman, 1899-1901, Lawrence, Kansas.

<sup>16</sup>Lawton (Oklahoma) Constitution, 1 November 1918; L. M. Gensman to L. E. Gensman, 20 March 1901, Gensman Coll., M.G.P.

<sup>17</sup>Wayne Longmire to L. M. Gensman, 3 January 1902, Gensman Coll., M.G.P.; Royden J. Dangerfield and Cortez A. M. Ewing, "An Untitled Manuscript on Oklahoma Politics from 1890 to 1932," Dangerfield and Ewing Collection, Oklahoma University Library, Western History Collections, chap. 6, p. 23, chap. 7, pp. 3, 13-14, chap. 9, p. 14, chap. 10, p. 14 (hereafter cited as Dangerfield and Ewing, "Oklahoma Politics"); James Ralph Scales, "Political History of Oklahoma, 1907-1949" (Ph.D. dissertation, Oklahoma University, 1949), p. 215 (hereafter cited as Scales, "Political History of Oklahoma"). As mentioned earlier in the text, L. M. Gensman cultivated his friendship with Republican national committeeman J. J. McGraw; and Jake Hamon represented yet another Republican national committeeman with whom Gensman associated himself beginning in 1901, when Hamon and Gensman both practiced law in Lawton.

<sup>18</sup>U.S., Congress, An Act of June 6, 1900, 31 Stat. 676-80.

<sup>19</sup>U.S., Congress, An Act of March 3, 1901, 31 Stat. 1093-94.

<sup>20</sup>John Curry Haley, "The Opening of the Kiowa and Comanche Country" (M.A. thesis, Oklahoma University, 1940), p. 41, 63 (hereafter cited as Haley, "Kiowa and Comanche Country"); H. Wayne Morgan and Ann Hodges Morgan, Oklahoma: A Bicentennial History (New York: W. W. Norton & Co., 1977), p. 56 (hereafter cited as Morgan, Oklahoma).

<sup>21</sup>U.S., President, Proclamation of July 4, 1901, 32 Stat. 1977-78. (hereafter cited as Proclamation, 32 Stat. 1977-78).

<sup>22</sup>L. M. Gensman to L. E. Gensman, 20 March 1901, Gensman Coll., M.G.P.

<sup>23</sup>U.S., Department of Commerce, Bureau of the Census, The Twelfth Census of the United States, 1900, Oklahoma Territory, vol. 4, pp. 2, 11; George J. Gensman to L. M. Gensman, 29 January 1902, Gensman Coll., M.G.P.

<sup>24</sup>Robert Landers to L. M. Gensman, 8 July 1901; William McFayden to L. M. Gensman, 8 July 1901, Gensman Coll., M.G.P.

<sup>25</sup>Proclamation, 32 Stat. 1977-78.

<sup>26</sup>U.S., Congress, Senate. Report of W. A. Richards, Assistant Commissioner of the General Land Office, Respecting Opening of Kiowa, Etc., Lands in Oklahoma, S. Doc. 341, 57th Cong., 1st sess., 1902, p. 3 (hereafter cited as U.S., Cong., Richards' Report).

<sup>27</sup>Berlin B. Chapman, "Land Office Business at Lawton and El Reno," Great Plains Journal 7 (Fall 1967):22 (hereafter cited as Chapman, "Land Office Business").

<sup>28</sup>Lawton Business & Professional Women's Club, comp., 'Neath August Sun: 1901 (Anadarko, Oklahoma: Plummer Printing Co., 1934), p. 141 (hereafter cited as 'Neath August Sun).

<sup>29</sup>U.S., Cong., Richards' Report, p. 4-6; Haley, "Kiowa and Comanche Country," pp. 55, 57-8, 62; William Hymen Murphy, "A History of the Opening of the Wichita-Caddo-Kiowa-Comanche-Apache Reservations" (M.A. thesis, Oklahoma State University, 1929), pp. 29-32 (hereafter cited as Murphy, "The Opening of the Wichita-Kiowa-Comanche Reservations").

<sup>30</sup>Nicholas Gensman to L. M. Gensman, 29 December 1901 and 28 February 1902, Gensman Coll., M.G.P.; Oklahoma, Comanche County, Office of the County Clerk, United States Patent to Loren M. Gensman, 11 March 1904, Book 11, p. 68 (hereafter cited as Loren Gensman's Patent).

## CHAPTER III

### RELINQUISHMENTS AND ADVANCEMENTS

During the late nineteenth and early twentieth centuries, the ever-diminishing frontier in the United States created fierce competition for the remaining, fertile agricultural land; each land opening in Oklahoma resulted in a frenetic scramble for homestead claims.<sup>1</sup> Despite the requirement that homesteaders in Oklahoma Territory pay a minimum of \$1.25 per acre for their land, the price was very low compared to the cost per acre for improved farm land.<sup>2</sup> The prices of farm land frequently referred to by Gensman's father to his son indicate the greater value of improved agricultural land. According to the elder Gensman, in June, 1901, farm land in south central Kansas sold for \$50 per acre; however, by December prices had declined to \$42 per acre.<sup>3</sup>

Owing to the innumerable conflicting entries for homesteads, the almost limitless appeals from the decisions of the local United States land agents, and the constant protests regarding the validity of final proofs for patents, Oklahoma land openings constituted a bonanza for attorneys; attorneys in Oklahoma Territory derived much of their early practice from land litigation by representing claimants, contestors, and relinquishers.<sup>4</sup> As his subsequent business reflects, the occasion to garner fees from land litigants along with his concomitant

ambition to own farm land had originally attracted Gensman to the new country.<sup>5</sup> While President McKinley's prescription of the lottery method to determine homestead claimants in lieu of the formerly employed run method and the subsequent directive of the Interior Department reducing the time for appeals from the local land office to the General Land Office to one day did simplify some of the legal morass surrounding homesteading in Oklahoma Territory, they did not eliminate the need for legal services but merely decreased the volume of legal services requiring attorneys.<sup>6</sup>

Gensman arrived at the townsite of Lawton, Oklahoma Territory, on August 5, 1901--one day before the official beginning of the period for filing homestead claims drawn during the lottery at El Reno and one day before the commencement of the sale of lots by public auction in the townsites of Lawton, Anadarko, and Hobart, chosen by the Interior Department as county seats for the three recently created counties of Comanche, Caddo, and Kiowa. Not only did the lottery supply the names of persons who had gained the right to make first entries on homesteads, but also it furnished the order that these persons could present themselves at the land offices in El Reno or Lawton, depending on which land district that they had specified during registration. In accordance with the orders of President McKinley, the filing period for homestead claims in the former Kiowa-Comanche reservations lasted from August 6 to October 25, 1901; and each day employees processed 125 entries, commencing with the first 125 names drawn and continuing until all 13,000 names had been called.<sup>7</sup>

Because McKinley's proclamation stated that any individual who

did not record his entry on the designated day lost his right to enter a claim, it became imperative for individuals holding winning cards to select in advance several prospective tracts of land so that they could register when their chances materialized. Although the president's announcement had allowed registrants upon the showing of their receipts to examine the land within their particular district in order to expedite their selection of homesteads in the event that they had a winning application card, many persons failed to avail themselves of this privilege; hence those unfamiliar with the area frequently utilized professional locators to aid them in their search for desirable homesteads.<sup>8</sup> In many instances, attorneys in the newly created town of Lawton either employed locators or acted as locators themselves and for a fee of \$10 helped the prospective homesteader choose a tract and fill out the necessary papers in the land office. Gensman worked as locating agent and legal advisor.<sup>9</sup>

Nevertheless, according to Gensman's reminiscences his legal fees during his first months in Lawton furnished him with such a meager income that he resorted to outside means. A skilled poker player, Gensman acquired some income from gambling.<sup>10</sup> In late June, 1901, Gensman made inquiry to the Bartlett Brothers, a real-estate loan company in St. Joseph, Missouri, concerning farm loans in Oklahoma and the feasibility of acting as a farm loan agent for the firm. The company tersely replied that it had made no loans in Oklahoma, that they did not plan on loaning money in Oklahoma, and finally that they could not refer Gensman to any company loaning money in Oklahoma because they knew of none.<sup>11</sup> Persisting in efforts to become a farm loan agent, Gensman



received encouragement in March, 1902, from L. A. Wright, representing the Plumb family of Emporia, Kansas. Wright declared that he felt confident that the Plumbs would enter the farm loan business with Gensman as their local agent and assessor in the fall of 1902.<sup>12</sup>

Notwithstanding the importance that Gensman attached to becoming a farm loan commission agent, he considered himself first and foremost an attorney; and, correspondingly, he expected to earn his primary livelihood from the practice of law. In the fall of 1901, he established a partnership with Otto E. Sump, another Kansan and law school friend. Analogous to other Oklahoma attorneys, Gensman and Sump applied their legal talents to procuring and selling relinquishments and to representing entrymen and claim testers.<sup>13</sup>

When Congress originally adopted the Homestead Act in 1862, it had limited the entries of homestead claims to individuals who explicitly swore in affidavits that they intended personally to settle and cultivate the tracts for their sole benefit.<sup>14</sup> In 1891 Congress not only reiterated but also elaborated its earlier provisions concerning settlement, cultivation, and restriction of benefits in more precise terms; i.e., applicants had to promise in notarized statements that they planned to occupy and improve their homesteads, that they would conscientiously attempt to comply with the legal prerequisites for obtaining patents, that they sought the benefits of the land for themselves only and not for any other individual, group of individuals, or corporation either through representation or collusion, and, significantly, that they made applications for homesteads with the intention of establishing homes and not for the purpose of speculating in land.<sup>15</sup> Congress did

not expressly prohibit an entryman from selling his homestead claim prior to the granting of patent, but merely implied that it did not sanction such action. Coupled with a preceding supplementary act according to which homestead claims relinquished in writing became eligible for immediate re-entry in lieu of the former requirement that forced applicants to wait until the Commissioner of the General Land Office ruled the land qualified for re-entry, the lack of a definite proscription against the sale of homestead claims facilitated speculation in them.<sup>16</sup>

In brief, a person could receive a homestead claim and relinquish it for a monetary consideration. The person buying the claim could promptly enter the tract in his name owing to his advanced knowledge of its relinquishment. The homestead laws granted the second entryman the same privileges accorded the first, while imposing the same restrictions. Thus, if he complied with the government regulations, he had the right to receive the patent to his tract even though he had not made the original entry. By the time land in the Kiowa-Comanche reservations became available for homesteading in 1901, it was a common occurrence for an individual to sell his relinquishment; and persons who did not procure claims during the lottery and who still desired a homestead could anticipate buying claim waivers.<sup>17</sup>

Significantly, the handling of relinquishments frequently formed a goodly portion of the Western attorney's business in lands recently accessible to homesteading. While in some instances, and perhaps in many, lawyers flagrantly violated the homestead laws by making contracts prior to entry whereby individuals agreed to waive their claims for stipends, lawyers often served as middlemen between the sellers and

buyers of claims and their offices acted as clearing houses that carried lists of saleable claims and prospective purchasers.<sup>18</sup> It was to this latter function that the partnership of Gensman and Sump applied thier efforts. In addition, similar to many Western attorneys, Gensman and Sump diligently sought to represent clients involved in land litigation either as homesteaders trying to fend off contests to their claims or more usually as testers trying to invalidate the claims of homesteaders.<sup>19</sup> Moreover, the record discloses that Gensman was only one of several attorneys who handled land litigation cases.<sup>20</sup>

By 1902 the firm of Gensman and Sump had earned a measure of notoriety in the Lawton area both for the volume of claim waivers they disposed of and for the methods they employed to effect the sale of relinquishments placed with them. By mid-January they had received invitations from attorneys in adjacent Indian Territory to collaborate in an inter-city relinquishment traffic; and by mid-February they began to receive unsolicited introductions by mail to prospective clients who desired to retain their services.<sup>21</sup> February of 1902 also witnessed the announcement by the Department of Interior that it had sent a special agent to look into allegations of fraudulent homestead enteries which emanated from the publication of a schedule of marketable relinquishments. In a letter to an unidentified newspaper, a Lawton lawyer commented that the release by the law firms of Gensman and Sump and Thomas and Bridges of a bulletin listing a large number of claims that could be purchased through their offices not only had brought about an investigation by the United States government regarding the validity of these entries but also had produced an onslaught of contests against the entries. According to

the writer, as a result of the findings of its agent, D. L. Sleeper, the federal government had notified the entrymen that they had thirty days to demonstrate that they had not registered their claims for speculative purposes. If they could not adequately prove their lack of speculative intent, they would have to forfeit their homestead claims.<sup>22</sup> While Nicholas Gensman worried that the federal government's investigation might have an unfavorable effect on his son's law practice and perhaps even cause him the loss of his homestead claim, the actions of the government did not daunt Gensman; and he continued to deal industriously in the relinquishment business as well as maintaining his vigorous involvement in land litigation and his interest in his homestead claim.<sup>23</sup>

As mentioned earlier, Gensman had personally availed himself of an opportunity to procure a 160-acre homestead by purchasing a relinquishment; hence, his father's uneasiness over whether or not the adverse opinion of the Interior Department would cost his son his claim. Yet, Nicholas Gensman had concerned himself unnecessarily, for L. M.'s possession of a homestead claim apparently went unchallenged, thus, partially satisfying the ambitions that had initially drawn its owner to Oklahoma Territory. Emulating the established custom of Western urbanites, Gensman violated the residency requirement of the federal statute by dwelling in Lawton instead of living on his claim; but to safeguard this evasion of the law, he endeavored to find a tenant farmer for the tract. The installation of a tenant had the advantages of strengthening the illusion that Gensman resided on his homestead and of creating a source of income.<sup>24</sup> Owing to an inability to locate a suitable renter by late February, 1902, Gensman decided that he would benefit more

financially that year by hiring someone to break a portion of his land and by farming it himself. Farming was only a temporary vocation, however, because throughout his life he rented the farms he possessed either for a share of the crops or cash.<sup>25</sup> Invoking his commutation privilege in March of 1903, Gensman paid the federal government the specified price of \$1.25 per acre, and in March of 1904 the United States government granted Gensman his homestead patent. Including court costs and the receiver's fee, Gensman had expended a total of \$200 to acquire 160 acres.<sup>26</sup> A desire to engage in the well-established American tradition of land speculation combined with the expectation of garnering a profit had prompted Gensman to claim and prove up a homestead. In October, 1907, Gensman sold his homestead to Jacob Zimmerman for \$3,500, a return of \$3,300.<sup>27</sup>

Even though Gensman had gained a reputation in southern Oklahoma Territory as a purveyor of relinquishments and a counsel for land litigants, he was not content merely to devote his legal abilities to matters involving homestead claims. Perhaps owing to his recognition of the evanescent character of business arising from homestead claims and certainly owing to his experience as an agent for the Lawrence Adjustment Company, Gensman eagerly hoped to expand his money-making potential by becoming a collection agent for creditors demanding payment of debts. Throughout the last decade of the nineteenth century and the first quarter of the twentieth, wholesale and retail partnerships and corporations commonly sought to enforce payment of money owed to them by directly delegating individuals to act as their collectors or indirectly by retaining the services of collection agencies.<sup>28</sup> Because invariably

certain debtors refused to meet their obligation, in these cases companies resorted to court judgements to insure performance of payment. The recurring exigency for legal action led to the formation of collection agencies by attorneys, for lawyers could readily function in the dual capacities of collectors and legal counselors. Indeed, the need for legal recourse was so frequent that local collectors hired by companies were usually attorneys.<sup>29</sup> Somewhat analogous to other big businesses, the largest collection agencies had their headquarters in cities east of the Mississippi; hence, the overall governing policies of the business emanated from Eastern attorneys. Moreover, they attempted to imitate the organizational pattern of the industrial giants by locating branch offices in major cities throughout the nation.<sup>30</sup> In brief, the collection agencies served as intermediaries that facilitated liquidations of creditors' claims; and their modus operandi generally consisted of forwarding clients' demands accompanied by the necessary proofs of the claims to agents residing near the debtors. In accordance with their agreements, the local agents, normally attorneys, undertook the task of trying to wrest payment from the debtors. If he succeeded the agent earned a fixed percentage of the total commission paid to the collection agency by its client.<sup>31</sup> Fees derived from enforcement of creditors' claims created intense rivalry among attorneys for contracts designating them sole representatives of the collection agencies or direct representatives of wholesale and retail companies; Gensman's first efforts to secure collection contracts failed.<sup>32</sup>

Notwithstanding the expectation of creditors for full payment of monies owed them, inevitably some debtors presented such precarious

financial positions that companies had no choice but to force the defaulters to declare involuntary bankruptcy. And, some delinquents viewed bankruptcy as the easiest method to cancel their indebtedness. Regardless of whether the bankruptcy was voluntary or involuntary, after 1898 much of the actual jurisdiction over bankruptcies customarily resided in a referee in bankruptcy, a federally appointed magistrate.<sup>33</sup> Denied appointment as a collector, in March, 1902, Gensman began to contemplate how best to attain the office of referee in bankruptcy.<sup>34</sup> Owing to Republican dominance of both the Presidency and Congress, the party controlled federal patronage in Oklahoma Territory. Commencing in May, Gensman the Republican conducted a campaign for the local post of referee in bankruptcy, resulting from the reorganization of territorial judicial districts after the addition of Kiowa, Comanche, and Caddo counties to Oklahoma Territory.<sup>35</sup> Because ambiguity still surrounded the question of the divisions of the newly created seven federal judicial districts, and in turn the question of the district assignment of federal judges in Oklahoma Territory, in May, 1902, Gensman directed his solicited endorsements to two of the confirmed presidential appointees whom he felt would preside over the district that included Comanche County: James K. Beauchamp, the judge of the fifth judicial district, and Frank E. Gillette, an El Reno attorney and a recent nominee of Theodore Roosevelt. From the volume of correspondence endorsing Gensman for referee in bankruptcy and written at his request, it is clear that he exerted the most pressure on Frank E. Gillette.<sup>36</sup> Although Gillette persistently informed Gensman's supporters that he could not ethically appoint a referee until the Territorial Supreme Court resolved the problem of

judicial districts and assignments, it seems that the deluge of recommendations for Gensman, including endorsements from such prominent regional Republicans as Dick T. Morgan and W. E. Stanley, a member of the Kansas governor's staff, did affect Judge Gillette's choice for referee.<sup>37</sup> In the summer of 1902 the Territorial Supreme Court settled the question of the apportionment of the federal district courts in Oklahoma, and subsequently assigned Judge Gillette to the seventh district that included Kiowa and Comanche Counties. As the duly authorized federal district judge, Gillette had the power to determine who should fill the position of referee, and by mid-September he had decided in Gensman's favor. Gensman heard his first bankruptcy case on October 17, 1902. Moreover, William McFayden's declaration that he hoped that Gensman would follow the example of Judge Pancoast, a referee who had previously served and profited exceedingly from this post reinforced Gensman's belief that refereeing could become a lucrative enterprise.<sup>38</sup>

Gensman's preoccupation with improving his economic status did not interfere with his courtship of Lucia Van Cleef. His stay in Perry had allowed him opportunity to see her daily and after the move to Lawton in August, 1901, he continued the suit. Throughout the remainder of 1901 and the first eight months of 1902, letters and visits to Perry furnished the means by which Gensman advanced his courtship of Miss Van Cleef.<sup>39</sup> Yet Gensman did not permit his affaire de coeur to interfere with his affaires de finance as indicated by his statement that defense of clients' interests had required trips to Perry.<sup>40</sup>

A tall, handsome woman, Lucia Van Cleef had achieved a measure of recognition as a musician before she matriculated at the University of



Kansas. Subsequently the University employed her as an instructor in the School of Music.<sup>41</sup> One year younger than Gensman, the dark-headed, stately Lucia, contrary to the stereotype of those of artistic inclinations, showed a keen interest in financial security and the accumulation of material wealth. Besides her persistent frugality, Lucia expressed a firm determination to develop more fully her musical talents, particularly her voice, and in order to achieve this goal in September, 1902, she commenced what would become an intermittent series of advanced studies that eventually led her to Paris in the 1920's.<sup>42</sup> By the time, however, that Lucia departed for Chicago for additional musical training, she had consented to marry Gensman.<sup>43</sup> The engagement lasted for one and a half years, until he attained a level of income that would support them in a satisfactory manner.

Perhaps after her engagement and certainly after marriage, one concern of Lucia's, her intense, possessive love of Loren Gensman, surfaced and became the dominant force in her life, outweighing even her interests in material wealth and music; and her extreme jealousy, especially of other women, either real or imaginery, marred the couple's relationship.<sup>44</sup> While Mrs. Gensman differed from her husband in her loquaciousness and her excitability, these differences did not affect their relationship as much as her obsessive jealousy and her seeming inability to have children. The couple, however, evinced numerous common beliefs, values, and traits in addition to their aspiration to better themselves economically. Notwithstanding his inability to perform musically, Gensman appreciated music and was proud of his wife's local reputation as virtuoso. He customarily attended the church were she

played the organ and directed the choir; and he encouraged her musical endeavors by willingly financing the advanced studies that she undertook after their marriage and by supporting her numerous musical activities--private teaching, organ playing, and choir directing.<sup>45</sup> Like Gensman, Lucia exhibited an inferior-superior attitude toward persons who populated the more established areas of the United States, particularly the Northeast. She loathed to be thought of as a rube and naturally strove to give an impression of at least a modicum of sophistication when traveling. By the same token, Gensman played the role of country lawyer only when it suited him, i.e., for the benefit of rural juries, judges, and voters; and if he felt the situation warranted a more polished figure, he could readily project a sophisticated image.<sup>46</sup>

Both Gensman and his wife thoroughly enjoyed sociable outings and entertaining guests. Lucia especially had a great fondness for gatherings that allowed indulgence in her favorite amusement, ballroom dancing; and while he did not enjoy it as much as she, Gensman accompanied his wife. Dances sponsored by Lawton's Manhattan Club and dances held at the nearby resort of Medicine Park afforded the Gensmans' year-round dancing opportunities.<sup>47</sup> As in other small Southwestern towns, Masonry played a dominant role in the social life at Lawton. In January, 1903, Gensman applied for Masonic membership and was initiated in March of that year, while his wife later became a member of the Eastern Star, the Mason's auxiliary organization for women. Their participation in the various activities of the lodge furnished the Gensmans' another social outlet.<sup>48</sup>

In contrast to Gensman's blossoming relationship with

Lucia Van Cleef in the first half of 1902, his relationship with his father and stepmother deteriorated. Animosity long hidden began to surface. Nicholas Gensman made the accusation that Lucia Van Cleef had deliberately insulted both him and his wife Sarah in her introductory letter to him by neglecting to mention other members of his family, particularly Sarah, his wife, and Logan, his other son.<sup>49</sup> Gensman answered that he assumed complete responsibility for Lucia's letter adding that Lucia was unaware of the other members of his family. In closing, L. M. firmly reproved his father for mistaking Lucia's letter of introduction, a letter that Lucia had written at his request to fulfill his filial duty.<sup>50</sup>

Gensman's rejoinder effected a temporary reconciliation between father and son; and their association reverted to its former status, a veneer of cordial banter, gossip, and boastfulness that screened deeply held grievances. Their intense preoccupation with economic betterment and a concomitant curiosity about each other's financial ventures reflects the ingrained sentiments that both men overtly expressed to each other.<sup>51</sup> Yet, in late April of the same year an outburst from Sarah Gensman shattered not only the re-established outward harmony between L. M. and Nicholas Gensman but also the facade of civility between L. M. and Sarah, hence revealing once more the existence of hostility between the members of Nicholas Gensman's first and second families.<sup>52</sup>

This provided Loren Gensman the opportunity to reveal to his father and Sarah the injustice that he felt that the couple had dealt to him and his brother. He prefaced the statement of his grievance and his demand for redress with a denial of any intentional slighting of Sarah

and with an ardent affirmation of his love and respect for them. He added, however, that the couple had deprived L. M. and Logan of their rightful share of their mother's estate. In L. M.'s opinion, his father and Sarah should immediately surrender to the two sons their inheritance because they needed the money while they were young and trying to get ahead in the world.<sup>53</sup>

Gensman's frank remonstrance concerning his inheritance from Kansas Osborn Gensman's estate included an attempt to placate the elder Gensman and, even though his father did not forthwith accede to the demands concerning the legacy, L. M.'s efforts to effect once more a reconciliation among the Gensmans met with a measure of success. By the summer of 1902 a semblance of harmony reigned amid the family members.<sup>54</sup>

Economic and emotional problems had beset L. M. Gensman during his first year in Lawton; still he had surmounted those difficulties. In business, his perspicacity and diligence had rewarded him with a homestead claim, a commission as a farm loan agent for the Plumbs of Kansas, a thriving law practice, and an appointment as a referee in bankruptcy. He had triumphed in romance by winning Lucia Van Cleef's promise to marry him, and he had weathered a tempestuous family quarrel.

## CHAPTER III

### NOTES

<sup>1</sup>Morgan, Oklahoma, pp. 49-56; Dora Ann Stewart, Government and Development of Oklahoma Territory (Oklahoma City: Harlow Publishing Co., 1933), pp. 43-45, 78-79, 86; Murphy, "The Opening of the Wichita-Kiowa-Comanche Reservations," p. 24; Joseph B. Thoburn, A Standard History of Oklahoma, vol. 2 (New York: American Historical Society, 1916), pp. 630-42, 719-22 (hereafter cited as Thoburn, History of Oklahoma).

<sup>2</sup>U.S., Congress, An Act of May 2, 1890, 26 Stat. 90.

<sup>3</sup>Nicholas Gensman to L. M. Gensman, 14 June 1901 and 29 December 1901, Gensman Coll., M.G.P.

<sup>4</sup>Chapman, "Land Office Business," pp. 5, 12; Thoburn, History of Oklahoma, pp. 637, 641; Everett Dick, The Lure of the Land (Lincoln: University of Nebraska Press, 1970), pp. 287-88 (hereafter cited as Dick, Lure of Land).

<sup>5</sup>James Watkins to L. M. Gensman, 22 February 1902; Tern S. Hildreth to L. M. Gensman, 22 February 1902, Gensman Coll., M.G.P.

<sup>6</sup>Proclamation, 32 Stat. 1978; U.S., Cong., Richards' Report, p. 13.

<sup>7</sup>U.S., Cong., Richards' Report, pp. 1, 8-10, 12; Proclamation, 32 Stat. 1978-79.

<sup>8</sup>Proclamation, 32 Stat. 1978-79; Haley, "Kiowa and Comanche Country," p. 48, 70-72; Murphy, "The Opening of the Wichita-Kiowa, Comanche Reservations," pp. 38, 45; Dick, Lure of Land, pp. 145-46.

<sup>9</sup>Neath August Sun, pp. 52, 68.

<sup>10</sup>Jones interview.

<sup>11</sup>Bartlett Brothers to L. M. Gensman, 29 June 1901, Gensman Coll., M.G.P.

<sup>12</sup>L. A. Wright to L. M. Gensman, 15 March 1902, Gensman Coll., M.G.P.

<sup>13</sup>University of Kansas, Office of Admissions and Records, Roll of Students, 1899-1900, p. 191; Guest & Hosletter to Gensman & Sump, 15 February 1902; Henry McGraw to L. M. Gensman, 16 February 1902; Tern Hildreth to L. M. Gensman, 22 February 1902; James D. Maguire, U.S. Land Office, to A. E. Ryder, 12 March 1902; I. C. Johnson to L. M. Gensman, 28 April 1902; Frank W. Rosentiel to L. M. Gensman, 13 October 1902, Gensman Coll., M.G.P.

<sup>14</sup>U.S., Congress, An Act of May 20, 1862, 12 Stat. 392.

<sup>15</sup>U.S., Congress, An Act of March 3, 1891, 26 Stat. 1098.

<sup>16</sup>U.S., Congress, An Act of May 14, 1880, 21 Stat. 140.

<sup>17</sup>Murphy, "The Opening of the Wichita-Kiowa-Comanche-Reservations," p. 46. Murphy's thesis merits attention because the author had personally acquired his homestead claim through the purchase of a relinquishment. Dick, Lure of Land, p. 151.

<sup>18</sup>Paul Wallace Gates, Fifty Million Acres (Ithaca: Cornell University Press, 1954), p. 235; Jim C. Camp to L. M. Gensman, 2 February 1902, Gensman Coll., M.G.P.

<sup>19</sup>Dick, Lure of Land, pp. 147-48.

<sup>20</sup>Henry McGraw to L. M. Gensman, 16 February 1902, Gensman Coll., M.G.P.

<sup>21</sup>Guest & Hosletter to Gensman & Sump, 15 January 1902; James Watkins to L. M. Gensman, 22 February 1902, Gensman Coll., M.G.P.

<sup>22</sup>Information concerning the U.S. government investigation is derived from an unidentified and undated newspaper clipping contained in a letter from J. Q. A. Norton to L. M. Gensman, 18 December 1902. Also, L. M.'s father Nicholas Gensman referred to this newspaper article in his correspondence of 28 February 1902. Both letters repose in the Gensman Coll., M.G.P. Quite probably the article was published by one of the several early Lawton newspapers whose records no longer exist.

<sup>23</sup> Nicholas Gensman to L. M. Gensman, 28 February 1902; Ernest Sharpe to L. M. Gensman, 16 September 1902; Frank Schneiner to L. M. Gensman, 29 September 1902, Gensman Coll., M.G.P.

<sup>24</sup> Dick, Lure of Land, pp. 142-43; U.S., Congress, 43rd Cong., 1st sess., 1873-1874, Revised Statutes of the United States, Title 32, chap. 5, sec. 2291, p. 420; Phillip Landrvehr to L. M. Gensman, 29 December 1901; Nicholas Gensman to L. M. Gensman, 19 February 1902; L. M. Gensman to Nicholas Gensman, 20 February 1902; Nicholas Gensman to L. M. Gensman, 28 February 1902; Nicholas Gensman to L. M. Gensman, 29 December 1902, Gensman Coll., M.G.P.

<sup>25</sup> L. M. Gensman to Nicholas Gensman, 20 February 1902 and 3 December 1912; L. M. Gensman to Don H. Clark, 2 September 1915; L. M. Gensman to George J. Gensman, 8 August 1916; L. M. Gensman to F. C. Harden, 27 February 1918; "Notice to Terminate Tenancy of Farm" on January 1, 1907, to E. E. Scott from L. M. Gensman, Gensman Coll., M.G.P.

<sup>26</sup> L. M. Gensman's Patent, 31 Stat. 680; Oklahoma, Comanche County, United States to L. M. Gensman, receipt number 886, Book 6, p. 451, 12 March 1903.

<sup>27</sup> Oklahoma, Comanche County, Office of the Court Clerk "Deed" from L. M. and Lucia E. Gensman to Jacob Zimmerman, Book 113, p. 395, 1 October 1907; L. M. Gensman to Nicholas Gensman, 7 May 1902, Gensman Coll., M.G.P.

<sup>28</sup> Credit Clearing House to L. M. Gensman, 29 June 1905; Williamson-Halsell-Frasier Co. to L. M. Gensman, 10 October 1905; International Harvester Co. to L. M. Gensman, 2 July 1906, Gensman Coll., M.G.P.

<sup>29</sup> Sprague Publishing Co. to L. M. Gensman, 27 June 1904; Associated Law Offices to L. M. Gensman, 29 June 1904; Law List Publishing Co. to L. M. Gensman, 6 July 1904; Attorneys & Agencies Assoc. to L. M. Gensman, 12 July 1904; J. D. Morse to L. M. Gensman, 26 August 1905; Southern Adjustment & Bonding Co. to L. M. Gensman, 16 August 1908; International Harvester Co. to L. M. Gensman, 5 August 1909, Gensman Coll., M.G.P.

<sup>30</sup> Regarding the location of the home offices of some of the most substantial collection agencies, it should be noted that Hubbell's Legal Directory had its headquarters in New York City as did the Fidelity & Casualty Co., Credit Clearing House, Attorneys & Agencies Assoc., and the American Law List while United States Fidelity & Guaranty Co. had its main office in Baltimore, the Sprague Publishing Co. in Detroit, the Assoc. of Bonded Attorneys in Milwaukee, the American Lawyers Co. in

Cleveland. All of the mentioned agencies had branch offices scattered throughout the United States; e.g., Credit Clearing House had branches located in Chicago, Boston, Philadelphia, St. Louis, Louisville, Cincinnati, Detroit, St. Paul, Baltimore, New Orleans, Cleveland, Atlanta, Milwaukee, Pittsburg, Nashville, Portland, Ma., Buffalo, Dallas, Kansas City, St. Joseph, Omaha, Knoxville, and Des Moines. L. M. Gensman to Issac & Issac, 3 September 1914, Gensman Coll., M.G.P.; Alfred D. Chandler, "The Beginnings of 'Big Business' In American Industry," Business Historical Review 33 (Spring 1959): 6, 10.

<sup>31</sup>International Mercantile Agency to L. M. Gensman, 30 July 1904; Credit Clearing House to L. M. Gensman, 29 June 1905; Southern Adjustment & Bonding Co. to L. M. Gensman, 29 August 1908, Gensman Coll., M.G.P.; Credit Clearing House to L. M. Gensman, 21 March 1917, Gensman Coll., W.H.C.

<sup>32</sup>United States Fidelity & Guaranty Co. to L. M. Gensman, 30 November 1901; Warder, Bushnell & Glessner Co. to L. M. Gensman, 3 February 1902, Gensman Coll., M.G.P.

<sup>33</sup>U.S., Congress, An Act of July 1, 1898, 30 Stat. 544-56; L. M. Gensman to Credit Clearing House, 2 June 1914 and 12 January 1916; L. M. Gensman to F. E. Gillette, 22 June 1916, Gensman Coll., W.H.C.

<sup>34</sup>Frank Dale to L. M. Gensman, 4 March 1902, Gensman Coll., M.G.P.

<sup>35</sup>Scales, "Political History of Oklahoma," pp. 2-3; Judge J. T. Pancoast to L. M. Gensman, 20 May 1902; Dick T. Morgan to L. M. Gensman, 21 May 1902; W. E. Stanley to L. M. Gensman, 26 May 1902, Gensman Coll., M.G.P.; U.S., Congress, An Act of May 2, 1902, 32 Stat. 184-85.

<sup>36</sup>Horace Speed to L. M. Gensman, 16 May 1902; Frank E. Gillette to Louis Davis, 20 May 1902; Frank E. Gillette to G. W. Crosby, 20 May 1902; John Q. A. Norton to L. M. Gensman, 23 May 1902; Judge James K. Beauchamp to L. M. Gensman, 31 May 1902, Gensman Coll., M.G.P.

<sup>37</sup>Frank E. Gillette to G. W. Crosby, 20 May 1902; Frank E. Gillette to Louis Davis, 20 May 1902; Dick T. Morgan to L. M. Gensman, 21 May 1902; W. E. Stanley to L. M. Gensman, 26 May 1902, Gensman Coll., M.G.P.; U.S., Congress, 32 Stat. 185.

<sup>38</sup>Nicholas Gensman to L. M. Gensman, 17 September 1902; William McFayden to L. M. Gensman, 20 September 1902; Nicholas Gensman to L. M. Gensman, 14 October 1902; L. A. Wright to L. M. Gensman, 20 October 1902, Gensman Coll., M.G.P.



<sup>39</sup>C. A. Matson to L. M. Gensman, 28 January 1902; Sarah Gensman to L. M. Gensman, 20 April 1902, Gensman Coll., M.G.P.

<sup>40</sup>L. M. Gensman to Mr. & Mrs. Nicholas Gensman, 7 May 1902, Gensman Coll., M.G.P.

<sup>41</sup>Lawton Constitution, 27 May 1954; Cargill interview; King interview.

<sup>42</sup>Cargill interview; King interview; Jones interview; Emma Van Cleef to L. M. Gensman, September, 1902; R. G. Van Cleef to L. M. Gensman, 13 October 1902; Lucia Gensman to L. M. Gensman, 6 July 1911, 8 December 1912, and 8 August 1917.

<sup>43</sup>G. W. Sawyer to L. M. Gensman, 12 September 1902, Gensman Coll., M.G.P.

<sup>44</sup>Lucia Gensman to L. M. Gensman, 4 July 1911, 6 July 1911, 7 July 1911, 10 July 1911, and 22 April 1923, Gensman Coll., M.G.P.

<sup>45</sup>Cargill interview; King interview.

<sup>46</sup>Lucia Gensman to L. M. Gensman, 6 August 1917, Gensman Coll., M.G.P.; Jones interview.

<sup>47</sup>Cargill interview; Jones interview; King interview.

<sup>48</sup>Masonic records of L. M. Gensman, Lawton Lodge No. 183, A. F. & A. M., Lawton, Oklahoma.

<sup>49</sup>Nicholas Gensman to L. M. Gensman, 19 February 1902; L. M. Gensman to Nicholas Gensman, 20 February 1902, Gensman Coll., M.G.P.

<sup>50</sup>L. M. Gensman to Nicholas Gensman, 20 February 1902, Gensman Coll., M.G.P.

<sup>51</sup>Nicholas Gensman to L. M. Gensman, 28 February 1902, Gensman Coll., M.G.P.

<sup>52</sup>Sarah Gensman to L. M. Gensman, 30 April 1902, Gensman Coll., M.G.P.

<sup>53</sup>L. M. Gensman to Mr. & Mrs. Nicholas Gensman, 7 May 1902, Gensman Coll., M.G.P.

<sup>54</sup>Nicholas Gensman to L. M. Gensman, 4 June 1902; Sarah Gensman to L. M. Gensman, 4 June 1902; Nicholas Gensman to L. M. Gensman, 19 June 1902, Gensman Coll., M.G.P.

## CHAPTER IV

### REFEREEING AND ESTABLISHMENT

Loren Michael Gensman, or as he later dubbed himself, Nick Gensman, was deeply influenced by late nineteenth and early twentieth-century economic and political conditions emanating from industrialization and the subsequent rise of big business. Like other members of his profession, Gensman felt the impact of new developments through the substantive changes that they engendered in federal and state laws. As industrialization progressed it also compelled judges to adopt new interpretations of existing statutes to meet the exigencies of a nation now dominated by industry and businessmen rather than by agriculture and farmers.<sup>1</sup> An attorney had to keep abreast of the contemporary legal emendations in order both to represent his clients properly and to attract future clients by demonstrating his legal ability. Moreover, changes in the laws and judicial interpretations generated by the shifting American socioeconomic scene produced a corresponding expansion of the functions performed by lawyers and to some extent the formal ethical code of lawyers. The power that big business wielded further affected the values and behavior of attorneys just as it affected the beliefs, values, and behavior of other professions and classes of American society.<sup>2</sup> It is well known that until the 1880's the American legal community had

considered corporations to be an unusual type of business organization which individual states limited to a privileged few for the purpose of enhancing that state's own resources; however, owing to industrialization and the attendant rise of big business, legislatures and judges favorably responded to the demands of industrial entrepreneurs that incorporation become an ordinary private business affair equally accessible to all individuals. The successful utilization of the corporate organization by the industrial giants encouraged other businessmen to follow their organizational precedent. The proliferation of business corporations compelled attorneys in greater numbers to become versed in federal and state laws regulating the formation and conduct of corporations; and at the same time this proliferation generated a greater demand for the services of expert lawyers.<sup>3</sup> Granted that Gensman's records do not reveal that he was retained as chief legal counsel by any large corporation or that he ever held the title of railroad attorney, he, nevertheless, had a passing knowledge of corporate law because as a referee he had to adjudicate cases of bankruptcy that involved corporations either as creditors or debtors.

The enactment of the Interstate Commerce Act, the Sherman Anti-Trust Act, and the National Bankruptcy Act revealed the growing tension in American society arising from industrialization and the growth of the political power of big business. While certain classes of Americans willingly accepted the ostensible benefits that industrialization had created, they resented the accompanying threat to traditional values and esteemed roles. Congressional recognition of the swelling numbers of its constituents who had become dissatisfied with the abuses of big

business resulted in the passage of legislation intended to placate dissidents by offering, in the instance of the Interstate Commerce Act and the Sherman Anti-Trust Act, regulation of big business, and in the instance of the National Bankruptcy Act, exemption of particular groups, specifically farmers and wage earners, from involuntary bankruptcy, a resort that big business not uncommonly used against debtors.<sup>4</sup>

For an attorney to triumph in the courtroom, he had to attune himself to the prejudices of juries and judges, prejudices stemming not only from personal idiosyncrasies but even from class conflict, for in a hearing or a jury trial parochial prejudices weighed significantly in determining the outcome.<sup>5</sup> Naturally a skilled trial lawyer attempted to assess the existing dispositions of the jury and judge so that his presentation might benefit from the prevailing psychological climate. When one of his clients brought a civil suit against a railroad company to obtain possession of railroad ties that the corporation had removed from the plaintiff's property after abandoning the road, Gensman employed tactics that revealed how group prejudices against big business sometimes influenced a jury's verdict. Although he had asked another attorney to assist him in the law suit, he stipulated that his conferee sit in the courtroom proper and not at the counsel table. Aware of Oklahoma's long-standing distrust of corporations, especially railroads, Gensman emphasized that while the railroad could afford to hire several well-qualified attorneys to represent its interests, his client had the limited financial means to employ only one man. Even though calculation of local biases was not the only factor for an attorney preparing and delivering his evidence, it did compose a significant element that no lawyer who

excelled in jury trials could ignore. Having listened to the evidence and to the counsels' arguments, the jury in this instance decided in favor of Gensman's client.<sup>6</sup>

As an alert young man eager to make his way in the world, Gensman enthusiastically sought out new opportunities presented to an attorney. Already he had taken advantage of the expanding commercial business and had acquired the appointment of referee in bankruptcy. Because these officials functioned in lieu of a federal district judge in virtually every phase, except a confirmation of the bankrupt's final settlement with his creditors and subsequent release from his former liabilities, as a matter of expediency, United States district judges in the main appointed attorneys to these positions.

Upon receiving a petition for bankruptcy, a federal district judge simply referred it to a referee in bankruptcy within his district; and the responsibility of either adjudging the individual as a bankrupt or dismissing his petition rested with the referee, although an individual retained the right to appeal the referee's decision. Moreover, the referee had the duties of acknowledging or disallowing the validity of the claims of creditors, declaring dividends from the liquidation of the debtor's business, and hearing and ruling on all evidence that pertained to the management of the bankrupt's property. According to the 1898 National Bankruptcy Act, any person except a corporation, who admitted in writing that he could not pay his debts, who submitted a petition of bankruptcy to the federal district court, and who received a favorable ruling on his petition from the referee, could declare voluntary bankruptcy. If a person, partnership, or corporation had liabilities

consisting of \$1000 or more, had defaulted in payment of his debts, and was not categorized as a wage-earner or a farmer, his creditors could submit a petition to a federal district court asking that the court declare the debtor an involuntary bankrupt and that his business be placed in the hands of a trustee for administration.<sup>7</sup> Owing to these enumerated legal intricacies, it was almost a certainty that an attorney would be the recipient of the job; therefore as one might expect, Gensman's appointment to the office depended principally on his ability, subsequently demonstrated, to outmaneuver his colleagues for the post.

While in cases of voluntary bankruptcy the law did not hold the bankrupt responsible for the expenses of the court, in cases of involuntary bankruptcy the law required that the petitioning creditors pay a filing fee of twenty-five dollars to cover the court's cost before the district court would refer the petition to a referee for a determination. When dealing with involuntary bankruptcy, the referee received ten dollars from the filing fee and 1 percent of the amount that the bankrupt's estate paid in dividends and commissions, or 1 percent of the settlement that the estate made with the creditors. In addition, if the case compelled him to travel, the estate defrayed his traveling expenses. When a referee's district covered three counties as in this instance, the reimbursement for travel loomed significantly, especially because of latitude in calculating traveling expenses.<sup>8</sup> Despite the fact that, for the convenience of the referee, cases were consolidated in such a way that several were heard on the same day, referees could easily claim travel expenses for each case.<sup>9</sup> That Gensman was not above exploiting the system for personal benefits is illustrated by the Robert Glover

case where Gensman attempted to extract extra money from the delinquent for such items as stationery, office expenditures, and postage, items that a referee either obtained free (postage) or was expected to furnish himself (office supplies).<sup>10</sup> Owing to the alleged poverty of the debtor, this incident evoked a rebuke from Glover's attorneys, R. D. Welbourne and S. W. Hayes. Yet, they softened their reprimand by pointing out that they did not generally object to Gensman's custom of eliciting additional charges for his refereeing services and that their opposition on this occasion merely resulted from their client's paucity of funds.<sup>11</sup>

Gensman also illegally employed the franking privilege of a referee in his private law practice, although he employed caution and sent unofficial mail with his free postage stamp only intermittently.<sup>12</sup> Since a former referee in bankruptcy, E. Hamilton, stated that he had customarily included such items as office rent in his fees for refereeing, Gensman's habit of extorting additional fees did not constitute extraordinary behavior for a referee in Oklahoma Territory but rather constituted the norm. Furthermore, in his correspondence to Gensman, Hamilton pointed out that in its amendment of February, 1903, to the federal bankruptcy act, Congress had neglected to legislate a penalty for the violation of the provision prohibiting a referee from obtaining any compensation other than that which Congress explicitly enumerated in the statute; hence, Hamilton declared that in his opinion Gensman could continue to collect additional fees without fear of challenge.<sup>13</sup>

It would also seem from this correspondence that attorneys representing both creditors and debtors usually winked at such practices primarily because they realized that in all likelihood they would appear



more than once before the same referee and because they frequently concurred with the referee's opinion that the percentages paid to the referees constituted inadequate compensations for the services rendered.<sup>14</sup>

Yet, in retrospect, referees in bankruptcy received ample remuneration in terms of both the labor and time that the position required, for the trustees of the bankrupts' estates and the attorneys for the trustees performed the actual chore of administering the bankrupts' business affairs. The notification of creditors, the allowance of creditors' claims, the hearing of the bankruptcy proceedings, and the declaration of dividends hardly consumed an inordinate amount of time and thought, especially in light of the standard procedure of scheduling cases to accommodate the referee in terms of location, date, and time of day, e.g., besides programming more than one bankruptcy matter for the same date when the cases under consideration compelled the referee to travel, those most concerned, more specifically creditors, bankrupts, attorneys, trustees, and of course, the referee, frequently decided to hold the various hearings and meetings at the county seat nearest the referee, even designating the law office of the referee as the place for the meeting.<sup>15</sup> Moreover, the federal bankruptcy law placed only three limitations on those who held the office of referee: they could not preside over bankruptcies in which they had a vested interest, they could not work as attorneys in bankruptcy proceedings, and they could not purchase from the estates of bankrupts over which they presided. While these proscriptions could decrease an attorney's earnings, the remuneration that he received for refereeing more than counter-balanced any reductions. In addition, in its 1903 amendment to the federal bankruptcy

act, Congress had raised the referee's fixed compensation in involuntary bankruptcies from ten dollars to fifteen dollars of the deposit required when creditors filed a petition.<sup>16</sup> Indeed, if the occupancy of the office had effected a drastic reduction in his livelihood, Gensman doubtlessly never would have sought appointment to the position. Overall, for Gensman as well as other attorneys, the advantage of a guaranteed source of income afforded by refereeing far offset the few legal restrictions that governed the activities of those appointed to that office.

Although the federal bankruptcy statute forbade a referee from practicing as an attorney in bankruptcy proceedings, an attorney who served as a referee could still engage in the commercial business as a collection agent. Yet, if the creditors of a debtor whom he importuned for payment decided to throw the debtor into bankruptcy, the attorney-referee could not act on the behalf of the creditors. Even though this restriction somewhat limited the collection business of the attorney-referee, it certainly did not prevent him from dunning debtors either as an agent for a collection firm or as the direct representative of the creditor as Gensman readily demonstrated during the time he occupied the post. Nor did it prevent Gensman from engaging in lawsuits for creditors in order to obtain court judgements against debtors and, hence, to secure more firmly the payment of the creditors' claims.<sup>17</sup>

The ascertainment of individuals' financial worth and their business background, in short, their credit rating, composed another aspect of the commercial business, an aspect that Gensman handled. Wholesale and retail concerns often sent inquiries regarding individuals ability to pay for goods as well as claims for collections either

directly to attorneys or indirectly through collection agencies. Many wholesalers and retailers viewed the report of local agents concerning the financial condition of a prospective customer as a vital piece of information, and not infrequently they predicted the amount of goods sold and the time extended for payment of the goods upon these agents' findings.<sup>18</sup>

Similar to their preferential employment of attorneys as debt collectors, creditors likewise preferred to employ them for the job of ascertaining the financial condition of individuals because creditors presupposed that an adequate assessment required some familiarity with court records and state and federal commerce laws. When investigating the status of local merchants, Gensman's standard modus operandi consisted of entering an establishment, glancing at its merchandise, roughly estimating the volume and caliber of its clientele, and asking a few questions of the proprietor. If a store was located in one of the smaller towns in Comanche County, Gensman ordinarily contacted a local resident to obtain the information. Taking into consideration either his personal acquaintance with the reputation and character of the proprietor or the opinion of an associate, he quickly assembled a report for the would-be creditor.<sup>19</sup> Only when a company or its forwarding agent, a collection outfit, emphatically demanded an itemized account did he offer the creditor much solid information. The thorough exploration that such forms dictated naturally entailed more time and effort; and whenever possible Gensman artfully dodged a report of this type.<sup>20</sup>

The vast majority of credit inquiries that Gensman received stemmed from forwarding houses, collection agencies; and the willingness

of these agencies to pay for the information as well as the size of the fee also influenced the quality of the eventual report. The fees for credit reports depended upon the kind of contract that the forwarder made with its local correspondent. Some forwarders expected credit reports gratis, while others paid not only for the report but also for the expenses that the agent incurred obtaining it. Generally speaking, the fees for credit investigations ranged from fifteen cents to fifty cents per inquiry.<sup>21</sup>

The designation of Gensman as the sole representative for four collection agencies--the American Law List, the Attorneys and Agencies Association, the Credit Guide and Claim Adjuster, and the International Mercantile agency, the first two of which ranked among the largest collection companies in the nation, shows that by August of 1904 he had made successful inroads into the commercial business. In late June of 1905 the Credit Clearing House, another of the nation's largest collection agencies, sent Gensman a written assurance that it would use his services if they had a claim in his vicinity. This initial correspondence marked the beginning of what became a long and mutually profitable association between this agency and Gensman.<sup>22</sup>

Besides importuning debtors for payment and responding to credit queries as an emissary of collection agencies, Gensman also functioned in the same capacities as a direct representative for such wholesale and retail companies as Williamson-Halsell-Frasier Wholesale Grocers, Vernon Law Books, and International Harvester.<sup>23</sup> During Gensman's early participation in the commercial business, few claims, if any, were too trifling for his attention; consequently, he impartially dunned both the large and the small debtor.<sup>24</sup>

Though participation in the commercial business greatly contributed to the growth and corresponding prosperity of his law practice, throughout 1903 the handling of relinquishments and homestead contests still furnished Gensman with an important source of legal trade. Yet, as the country became more settled, the demand for a lawyer's service in regard to homestead claims diminished. Subsequently, by 1904 the volume of relinquishments and land contests that passed through L. M.'s hands had dwindled to a trickle.<sup>25</sup>

Several factors emanating from conditions in the United States during the latter years of the nineteenth century and the early years of the twentieth presaged the decline of heavy-volume relinquishment trading in southern Oklahoma Territory. Owing to the technological advances and the climate, profitable agriculture on the prairies of Oklahoma involved large initial outlays of capital for farm improvements, e.g., well drilling, barbed-wire fencing, and machinery. Most farmers lacked capital and had to obtain the patent to their land as soon as feasible so that by utilizing the land as collateral they could borrow. Without a homestead patent the farmer had no security to offer the loan company, hence the exigency for speedy possession of a patent.<sup>26</sup>

Because of the scarcity of good, cheap land and the resultant demand for it, the holding of a homestead claim without any genuine effort to farm it not only formed an expensive, non-productive activity but also invited encroachment through contest. Moreover, the requirement that homesteaders who settled on Oklahoma lands formerly occupied by Indians had to pay a minimum of \$1.25 per acre above the \$10 filing fee in order to receive their patents compelled persons who had entered

claims without the intention of proving them to relinquish them before the expiration of five years; and with the ever-present danger of contests, few of these persons tarried in exchanging their claims for cash.<sup>27</sup>

Gensman's activities suggest that he understood the prevailing conditions in the relinquishment traffic and that he readily foresaw how lawyers who expected to establish their practices principally on the handling of relinquishments would have a short-lived career in this part of Oklahoma Territory. His straight-away attempts to engage in other types of legal business during the interval that he handled sizable quantities of relinquishments evinces his awareness of the situation as well as his prompt endeavor to procure an extracurricular job as a farm loan agent, a position stemming basically from the possession of patents instead of mere claims.

A further manifestation of Gensman's cognizance of the impact that changing mores could have upon a lawyer's opportunity to build a more lucrative practice lay in his readiness to accept clients wanting divorces.<sup>28</sup> Whereas divorce had been a rare, legal recourse ordinarily restricted to husbands, by the twentieth century women had attained equal access to it thus doubling the number of persons who could avail themselves of this action, even though the legal grounds under which a person could sue for a divorce remained extremely limited.<sup>29</sup> Albeit an increase in the number of spouses eligible to pursue this action did not generate a stampede to lawyers and divorce courts, still divorce did occur with greater frequency. To meet this demand, Gensman familiarized himself with the legitimate causes upon which a spouse could instigate

divorce proceedings in Oklahoma Territory and for the requisite fee was willing to accommodate spouses of either sex desirous of dissolving their marital bonds. Although divorce suits composed a small fraction of his law practice, they supplied him with clients and recompense throughout the years.<sup>30</sup>

Not only did the economic and political conditions that evolved during the latter nineteenth century broaden the scope of an attorney's practice but they also determined where an attorney would settle. To a young man who had gained his formal legal training at a recently founded law school of a Western state university, and who lacked a family tradition in law and strong ties with older, well-known members of the legal profession, establishing a practice in a Territory barely eleven years old, where society remained in a flux appeared to offer a better chance for success.

Gensman's location in Lawton, Oklahoma, Territory, strongly suggests his awareness that an unstable, pioneer community would enable a lawyer without inherited or achieved status to earn recognition and prosperity through diligent performance. Calculating the advantages offered by a pioneer region to a young, ambitious lawyer, Gensman contemplated moving to Alaska in 1915 and 1916. The Territory's incipient stage of development presented an attorney with prospects of achieving economic rewards through his ability to represent creditors and to fill particular government posts similar to those presented earlier by the Lawton region.<sup>31</sup>

As noted before, the dominance of the Republican party in national and territorial politics and Gensman's keen desire to obtain

a homestead had also clearly affected his decision to situate in Lawton. The admittance of 225 attorneys to the Comanche County Bar Association in early August of 1901 shows that numerous attorneys shared Gensman's expectation that the new community and surrounding county could afford economic improvement.<sup>32</sup>

In addition to lawyers, scores of other individuals had responded to the promise of material betterment that a new country fostered. The Daily Oklahoman estimated that a crowd of 12,000 persons packed the streets and tents of Lawton on August 6, 1901, eagerly awaiting to bid on town lots and to register homestead claims.<sup>33</sup> Notwithstanding the ordinary din and confusion that normally accompany a sudden influx of thousands of people, the chaotic state that marked urban development and political organization when President Benjamin Harrison proclaimed the Unassigned Lands open to settlement in 1889 did not prevail in 1901, for with each successive land opening in Oklahoma Territory, Congress and the Department of Interior had profited from past mistakes and had strengthened the provisions and regulations regarding the establishment of townsites and counties.<sup>34</sup>

In its authorization of the opening of the Kiowa-Comanche reservations by presidential proclamation, Congress instructed the Secretary of the Interior to subdivide the area into counties and to designate a county seat of 320 acres within each county. After selecting the location of the county seat, the Secretary had the further responsibility of directing a survey of these townsites to fix the arrangement of blocks, lots, streets, and alleys. In addition to stipulating that the arrangement of counties and county seats take place prior to the



to the official opening, Congress declared that town lots would be sold at a public auction under the supervision of the Secretary of the Interior, and that each individual would be restricted to the purchase of one business lot and one residential lot.<sup>35</sup> As a result of Congress' recognition that in the past it had not dealt adequately with the organization of towns and counties in Oklahoma Territory, the directions that Congress set forth eliminated to a great extent the turmoil and fraud that had formerly accompanied the acquisition of town lots so that disbursal of town property in Lawton proceeded in an orderly manner. By August 23, 1901, federal officials had completed the sale of business lots; and on August 24, 1901, bidding on residential lots commenced.<sup>36</sup>

Just as these improvements in procedure had reduced confusion through the prearranged layout of the townsites and the sale of lots by auction, so did they foster improvements in other areas of pioneer urban life. Parallel to other urbanities, Gensman experienced the impact of these conditions upon the development of Lawton. The organization of county government by the sixth of August permitted the already noted induction of approximately 225 attorneys by Judge John L. McAtee into the Comanche County Bar, thereby entitling them under territorial law to begin working immediately at their profession.<sup>37</sup> The records of the Comanche County Bar during Oklahoma's Territorial days no longer exist, but Gensman's previous acceptance into the Kansas bar in conjunction with his arrival in Lawton on the fifth of August supports the assumption that Gensman numbered among these early inductees.

The orderly sale of town lots also promoted the rapid formation of local government. On September 28, 1901, Lawton became an incorpo-

rated city with a mayoral-council system of government. A harbinger of the shift in the dominant political party in Oklahoma occurred when the Democrats captured control of the municipal government at Lawton's first election of city officials on October 24, 1901, by winning the office of mayor and a majority of the city council seats. Yet, the citizens of Lawton elected to the office of city attorney a Republican, Jake Hamon, who became an important figure among Oklahoma Republicans and with whom Gensman maintained close ties.<sup>38</sup> Again Comanche County voters in November, 1902, elected a slate of Democrats at the first election of county officials.<sup>39</sup> Gensman from the onset of his career had viewed politics as the handmaiden of his profession, but in spite of this Democratic trend in Comanche County Gensman did not change his political affiliation to the Democratic party. In addition, Republicans still held ascendancy in national and territorial politics. Also, the men whose friendship Gensman had cultivated as potential sources of future political power in Oklahoma were Republicans, most of them from Kansas, particularly Henry and James J. McGraw, Jake Hamon, and Frank Gillette. And most significantly, Gensman had obtained his appointment as a referee in bankruptcy, an appointment firmly predicated on his Republicanism, several months prior to the first election of county officials.

As pioneer urbanities, Gensman and his fellow Lawtonians benefited from the advances in technology at the advent of the twentieth century. By late September, 1901, the Chicago, Rock Island, and Pacific Railway had extended its line to Lawton and by late August, 1902, the St. Louis and San Francisco (Frisco) Railway also reached the city.<sup>40</sup> Rail service enhanced the prosperity of the city, for without it Lawton

could not have maintained its status as the major center for goods and services in southern Oklahoma Territory. Moreover, similar to other urbanities whose business required repeated trips within the Territory, Gensman relied upon the railroad almost exclusively for the frequent inter-city travel that refereeing and the commercial business involved. Indeed Gensman's extensive use of the railroad led to persistent attempts to obtain a free travel pass based upon his position of referee in bankruptcy.<sup>41</sup>

Telegraph lines reached Lawton by late August, 1901. The existence of telegraphic facilities at Fort Sill, a mere five miles from Lawton, the location of a federal land office at Lawton, the estimation that the proceeds from the sale of lots in Lawton would exceed the sale of lots in Hobart and Anadrako, and the expectation that Lawton would attract the largest number of settlers probably all account for the rapid extension of Western Union to Lawton.<sup>42</sup> The initiation of wire service had particular significance to the commercial section of the community because it furnished a means of instantaneous communication that businesses required. For Gensman the telegraph provided a much-needed convenience that he utilized extensively, particularly in the conduct of his commercial business which required speedy communications with out-of-Territory creditors.<sup>43</sup>

By late 1901 Lawton residents received phone service, and by 1906 the phone company provided long distance service to the major towns in southern Oklahoma Territory.<sup>44</sup> The telephone also was beneficial to Gensman's business and professional activities.<sup>45</sup>

By the spring of 1902, the artificial population explosion that

Lawton had experienced during the first months of the country's opening had ceased. The migration of farmers to their homestead claims and the departure of disappointed land seekers reduced the city's population to 7,083. The erection of permanent downtown buildings progressed and by late July, 1902, Lawton boosters pointed to three completed brick edifices and four additional ones under construction. Urban and rural dwellers alike concerned themselves with the improvement of county roads, another prerequisite to Lawton's continued economic well-being; and with the assignment of contracts by the county commissioners on July 31, 1902, a Lawton newspaper boasted that Comanche County would have bridges "second to none in Oklahoma."<sup>46</sup>

The citizens of Lawton readily benefited from the technological improvements in transportation and communications, but they made only limited use of advances in urban water, fire, and sanitation services.<sup>47</sup> In July, 1902, the city council sought to improve Lawton's hygienic state by initiating a municipal refuse collection service and by demanding that residents place their trash in covered receptacles located in the rear of their premises on the alleys.<sup>48</sup> Parallel to other cities, Lawton suffered from a paucity of funds rather than from an ignorance of remedies, thereby hampering the efforts of city officials to mitigate further the hazards posed by an insufficient water supply and chances of fire.<sup>49</sup> In early March of 1904 a prairie fire that had originated northwest of Lawton threatened to destroy the fledgling municipality; and only a fortuitous moderation in the velocity of the wind saved the city from extinction, because although the majority of the male population turned out to fight the blaze with blankets and brooms, the city did not

have enough water to supply the daily needs of its citizens much less enough to combat a raging prairie fire fanned by high winds.

Having escaped the scourge of the prairie fire, Lawtonians looked forward to better daily living conditions. In early 1904 the Secretary of Interior had authorized the expenditure of approximately \$177,000 derived from the proceeds of the original sale of town lots in Lawton for a municipal sewage system, a waterworks, one public school building, and a county court house based on plans drafted by the Department of Interior and constructed under the supervision of departmental officials.<sup>50</sup> With the completion of the waterworks on December 22, 1904, residents of Lawton had abundant, pure water. The completion of the city's sewage system in September, 1905, improved public health.<sup>51</sup> The designation of nearby Fort Sill as a field artillery post in the same year provided an economic foundation for the city. Because of the founding of Lawton, Fort Sill had constituted a tiny garrison whose abandonment seemed predestined, the citizens of Lawton did not recognize until 1909 the important potential that Fort Sill as an artillery base presented to the city's economic prosperity and expansion.<sup>52</sup>

Gensman took advantage of the many professional and business opportunities he perceived. He switched the focus of his law practice from relinquishments to the commercial business, obtained a post as a federal magistrate, and acted as a lending emissary for the Plumb family. He also performed the additional legal service of abstract examination and purchased more farm lands as investments. As the frequency of property transferances in southern Oklahoma Territory mounted, it sparked a demand that attorneys examine property abstracts in order to insure that

each alienation complied with the legal strictures. Owing to the rapid turnover of property, prospective purchasers found the opinion of an attorney useful in ascertaining whether or not the title to the property contained any defects, i.e., whether or not the seller of property possessed a clear, unassailable title. By 1906 and quite possibly sooner, the examination of abstracts formed another feature of legal work that Gensman rendered to clients.<sup>53</sup>

The evolving economic and political climate in Lawton and southern Oklahoma Territory compelled attorneys unamenable to the altered situation to move to new locations or to switch their professions. Those attorneys unable or unwilling to perform new types of legal work lost clients. By 1905 the number of attorneys working in Lawton had decreased from 225 to 72. Gensman's law partner, Otto Sump, was one who had left. Banking in Indian Territory proved more congenial to Sump's tastes and talents than the practice of law.<sup>54</sup>

Still not content with his income, Gensman agreed to assume the duties of appraiser and loan agent in Comanche County for a second farm loan company which like the Plumbs' accepted first mortgages on farms as collateral for financial assistance. The job of agent and appraiser for the Wichita Loan and Trust Company, however, held an added incentive which his arrangement with the Plumbs did not have, it paid him a fee for each piece of land he evaluated and reimbursed him for travel expenses in addition to the commission on farm loans that he made.<sup>55</sup> To reduce the cost of his office overhead, as early as November, 1902, Gensman had volunteered to collect the monthly rent from the other tenants who occupied the same building. In exchange for his assistance,

A. G. Morris, the owner of the Graham Building, allowed him office space free of charge. Morris, who possessed a substantial amount of property in Comanche County and who resided in the nearby town of Walters, also paid Gensman to manage the building.<sup>56</sup> When Morris and his wife retired to southern California in 1904, they retained Gensman to supervise their real estate holdings in Comanche County; and from 1904 to 1911 he single-handedly looked after their property interests. To the mutual satisfaction and profitability of the Morris' and himself, Gensman conscientiously advised the couple upon necessary repairs and their corresponding costs, the amount of their property taxes, the prevailing rental conditions, and the current marketability of their property; and he dutifully carried out the couple's instructions regarding the management of their real estate.<sup>57</sup>

On May 14, 1903, Gensman received a wire from his fiancée, Lucia Van Cleef, informing him of her arrival in Perry. Owing to her study of music in Chicago the couple had not seen each other for eight months, and Lucia implored him "to come up (to Perry) if only for a day."<sup>58</sup> By the spring of 1904, Gensman had attained a level of income that he deemed sufficient for his marriage; and on April 4, 1904, in Perry, Oklahoma, Loren M. Gensman, age twenty-five, and Lucia E. Van Cleef, age twenty-four, were wed.<sup>59</sup>

Reflecting his persistent conviction that the value of farm land in southern Oklahoma Territory would continue to rise for several years, Gensman purchased the homestead of his former law partner, Otto Sump, in 1905. Two years later Gensman sold the farm at a profit which led his father to recommend that he sell his homestead, too.<sup>60</sup> Because

of Nicholas' successful speculations in and knowledge of the prevailing market for farm land, his advice no doubt had some affect on his son's subsequent decision to sell his homestead in the fall of 1907. Receptive to the idea of expanding the scope of his dealings to include land outside Oklahoma Territory, in 1905 Gensman, in conjunction with C. O. Clark, an attorney from Illinois who had recently moved to Lawton, considered the purchase of homestead relinquishments in the former Uinta Indian reservation in Utah for purposes of land speculation.<sup>61</sup> In the fall of 1905 after Clark journeyed to Utah to assess the situation first-hand, he wired Gensman that the purchase of the relinquishments appeared to be a sound investment.<sup>62</sup> Yet, while the notion of buying these Utah homestead claims intrigued Gensman, he still hesitated to commit his capital to this venture without more extensive information about the country than Clark and his real estate contacts had furnished. To satisfy his need for a fuller account, in March of 1906 Gensman sought specific advice from Derry Smith, a realtor in Theodore, Utah, about the number of relinquishments for sale, the current price of relinquishments, the availability of water, and the fertility of the soil. Smith's emphatic reply that all the lands required irrigation even to produce good pasturage apparently quenched Gensman's desire to dabble in Utah relinquishments for his interest in the Utah lands quickly subsided.<sup>63</sup>

In 1906 Gensman also toyed with a scheme to purchase land in Barber County, Kansas. At first glance it appeared that the current owners had failed to obtain clear title to the land, whose value had risen because of its proximity to a prospective railroad station.<sup>64</sup> Gensman, however, abandoned his notion of trying to acquire the Kansas land for



speculative purposes when he learned that the owners had indeed perfected their property deed, hence settling any doubt that they had clear title to the property. Having an unassailable deed to the property and full knowledge that the land had become quite valuable, the owners through their attorney, Seward I. Field, informed Gensman that they would most assuredly not sell their land cheaply.<sup>65</sup> These two abortive attempts quelled Gensman's interest in land speculation outside of Oklahoma.

In June, 1906, Congress authorized the opening to settlement of 505,000 acres located in the former Kiowa-Comanche reservations, the Big Pasture, land that it had originally set aside for the purpose of furnishing the Indians with wood and pasture. The opening was to occur within six months after congressional enactment, and the President was to specify the exact date by proclamation. Congress excluded all persons who had previously obtained patents by homesteading and decreed that prospective purchasers bid for tracts of land not to exceed 160 acres at a public auction with each parcel of land to be awarded to the highest bidder. Congress also invested the Secretary of Interior with power to determine the manner in which the public sale would be conducted. In addition, the act invalidated any bid under \$5 per acre and required the buyer to pay one-fifth of the agreed price at the time of purchase and to pay the balance in four annual installments.<sup>66</sup>

The legislation authorizing settlement in the Big Pasture, had a pleasant impact on Gensman because, although the law disqualified him from purchasing land there, it entitled his brother Logan to participate in the auction. Owing to Secretary E. A. Hitchcock's decision to manage

the auction by sealed bids instead of by viva voce bids, similar to the majority of bidders, Logan E. Gensman traveled to the Big Pasture to investigate the land before the sale. To benefit from his brother's familiarity with conditions in southern Oklahoma Territory, Logan asked L. M. to accompany him on his inspection of farmsites. Logan's lowest offer for 160 acres was \$1624, his highest \$1757.80.<sup>67</sup> In February of 1907 the Secretary of Interior notified Logan that his bid on a quarter-section near Geronimo had been accepted, and consequently Logan and his family prepared to move to their new farm.<sup>68</sup> Although the two brothers differed greatly in personality, they maintained a rapport throughout the years and relied on each other's expertise. Indicative of their relationship, L. M. often depended upon his brother's advice in matters relating to the management of his farm properties.<sup>69</sup>

The union of L. M. and Lucia Gensman produced no offspring, a situation which she easily accepted but which dissatisfied him. Beneath the gruff manner that L. M. presented to children lay a genuine fondness for them and a keen desire to have children of his own.<sup>70</sup> The settlement of Logan and his family in Comanche County enabled Loren to fill partially the void that arose from his own lack of children by associating with Logan's three oldest children. Logan's two oldest girls, Blanche and Lola, were their uncle's particular favorites, and the girls frequently visited their uncle and aunt in Lawton. Loren's attachment and interest in Logan's children, however, never extended to over-indulgence. A firm believer that education better equipped one to earn an adequate livelihood, he also held that one ought to pay for one's own education; and although he encouraged Logan's three oldest to continue

their formal studies, he did not aid their efforts except paying for Lola's tuition during her one year at the University of Oklahoma. Because their rural school did not encompass a full secondary curriculum, Raymond, Blanche, and Lola had to live in Lawton in order to gain a high school education. While L. M. permitted Raymond to sleep in his law office at night, the boy had to work in a grocery store for his board. In contrast, Blanche and Lola stayed in their aunt and uncle's home during the time that they attended Lawton High School. Yet, their uncle and aunt required both girls to cook and to do housework in exchange for their board and room.<sup>71</sup> The facts that he consistently provided Blanche moral support in the early 1920's so that she would proceed with her higher education and that he paid for Lola's university tuition for two semesters in the late 1920's reflect Gensman's continued concern for the well-being of his two nieces.<sup>72</sup>

Besides the opening of the Big Pasture, in June of 1906 Congress enacted another law that directly affected Gensman's future, the Oklahoma Enabling Act.<sup>73</sup> In the same year, Judge Frank E. Gillette had achieved presidential reappointment and senatorial confirmation as United States territorial judge for the seventh district of Oklahoma; and consequently, owing to his support of Gillette, Gensman had retained the position of referee in bankruptcy.<sup>74</sup> The passage of the Oklahoma Enabling Act, however, signified a reorganization of the judicial system. With the admission of Oklahoma into the union in 1907 Congress reduced the number of United States district courts and judges in Oklahoma because the state judiciary assumed many of the functions that United States territorial judges had performed. For purposes of administering federal law,

Congress divided the new state into two United States Court districts, the western district comprising the former Oklahoma Territory and the eastern district comprising the former Indian Territory.<sup>75</sup>

Democrats dominated the state constitutional convention and, hence, the design of the constitution; and on September 17, 1907, Oklahomans approved the state constitution and elected a Democratic majority to state and local offices. However, the appointment and confirmation of United States district judges still resided with Republicans, who held ascendancy in the national government.<sup>76</sup> Aware that the two federal judgeships would go to Republicans, such Oklahoma Republican aspirants as John J. Burford, United States District Judge for the fourth judicial district of the Territory of Oklahoma, initiated their campaigns in the summer of 1907 to secure appointments as federal judges. From the numerous applicants, Theodore Roosevelt selected John H. Cotteral, a Guthrie attorney prominent in both the territorial and national Republican organizations, as United States district judge for the western half of the state and Ralph E. Campbell as United States district judge for the eastern half.<sup>77</sup>

While Gensman had an acquaintance with Cotteral, he did not energetically work for his appointment.<sup>78</sup> Probably stemming from Gensman's failure to promote wholeheartedly Cotteral's application, immediately after he took the oath of office, Cotteral appointed B. M. Parmenter, another Lawton attorney and a Republican, as referee in bankruptcy for Caddo and Comanche counties (the district court had eliminated Kiowa from Gensman's district in June of 1905.)<sup>79</sup> As Gensman succinctly phrased the turn of events in a letter to a St. Louis

associate, "Under the new regime I am relieved of the duties of Referee in bankruptcy."<sup>80</sup>

Stripped of the position of referee in bankruptcy but having benefited from the experience of serving in that capacity for five years, Gensman anticipated gaining a monopoly of the commercial business in Lawton and the surrounding area. Having made a profit from the sale of two farms, he also looked forward to engaging in further real estate speculation. In addition, with the explicit understanding that these sums would constitute the preponderance of their shares in his estate, in February of 1907 Nicholas Gensman had finally yielded to the entreaties of his sons and offered to pay \$3,000 to each man. Both L. M. and Logan readily accepted their father's proposition and subsequently each received from their father the sum of \$3,650.<sup>81</sup>

Although the population of Lawton had decreased to 5,562 persons, at least two indicators pointed to future economic prosperity.<sup>82</sup> With the opening of the Big Pasture to settlement, Comanche County enjoyed a substantial increase in land and population; and the designation of Fort Sill as a field artillery post had engendered proposals by the Army to expand the size of the fort in order to facilitate the training and provisioning of larger numbers of military personnel. Thus, in November of 1907, Gensman faced the future with the confident expectation of better things to come.

## CHAPTER IV

### NOTES

<sup>1</sup>Hurst, Corporation in Law, pp. 56-57, 62, 65, 66.

<sup>2</sup>Hofstadter, Age of Reform, pp. 155-63.

<sup>3</sup>Hurst, Corporation in Law, pp. 14-17, 56, 70-77; Hofstadter, Age of Reform, pp. 156-59.

<sup>4</sup>Hofstadter, Age of Reform, pp. 135, 164, 219-31, 243, 254-55.

<sup>5</sup>William M. Newman, American Pluralism: A Study of Minority Groups and Social Theory (New York: Harper & Row, 1973), pp. 109-17.

<sup>6</sup>Scales, "Political History of Oklahoma," p. 42; Morgan, Oklahoma, pp. 87-88; Jones interview; Cargill interview; Interview with Walter Hubbell, Gainesville, Texas, 6 October 1978.

<sup>7</sup>U.S., Congress, 30 Stat. 547, 549-50.

<sup>8</sup>U.S., Congress, 30 Stat. 556-59, 562.

<sup>9</sup>H. D. Crosby to L. M. Gensman, 26 May 1903; "Notice of First Meeting of Creditors," in the matter of Oklahoma Manufacturing Company, Bankrupts, 23 June 1904; "Notice of First Meeting of Creditors," in the matter of James M. McMurrough, 23 June 1904, Gensman Coll., M.G.P.

<sup>10</sup>C. O. Clark to L. M. Gensman, 28 April 1914; L. M. Gensman to Credit Clearing House, 30 April 1914, Gensman Coll., W.H.C.

<sup>11</sup>Welbourne & Hayes to L. M. Gensman, 9 September 1905, Gensman Coll., M.G.P.

<sup>12</sup>Envelope addressed to T. T. Taylor from L. M. Gensman, bearing government stamp, 17 October 1905, containing a demand that Taylor pay a debt owed to Brown Brothers Co., Gensman Coll., M.G.P.

<sup>13</sup>E. Hamilton to L. M. Gensman, 16 June 1903, Gensman Coll., M.G.P.

<sup>14</sup>E. Hamilton to L. M. Gensman, 16 June 1903; Welbourne & Hayes to L. M. Gensman, 9 September 1905, Gensman Coll., M.G.P.

<sup>15</sup>U.S., Congress, 30 Stat. 556; Frank Mathews to L. M. Gensman, 21 May 1903; L. M. Gensman to Frank Mathews, 3 June 1903; Dyke Ballinger to L. M. Gensman, 12 June 1903; "Notice to Creditors," in the matter of Alan Campbell, bankrupt, 15 June 1904; "Notice of Final Creditors," in the matter of Thomas A. Hatfield, 25 June 1904, Gensman Coll., M.G.P.

<sup>16</sup>U.S., Congress, 30 Stat. 556; U.S., Congress, An Act of February 5, 1903, 32 Stat. 799.

<sup>17</sup>William Keith to L. M. Gensman, 9 December 1904; Vernon Law Book Co. to L. M. Gensman, 1 February 1905; International Harvester Co. to L. M. Gensman, 2 June 1905; L. M. Gensman to T. T. Taylor, 9 October 1905; Williamson-Halsell-Frasier to L. M. Gensman, 20 October 1905; F. E. Riddle to L. M. Gensman, 7 February 1906; International Harvester to L. M. Gensman, 2 July 1906, Gensman Coll., M.G.P.

<sup>18</sup>International Mercantile Agency to L. M. Gensman, 2 August 1904; Glauber Brass Manufacturing Co. to L. M. Gensman, 7 August 1905; L. M. Gensman to R. G. Dun & Co., 3 January 1918; Bradstreet Co. to L. M. Gensman, 14 January 1918, Gensman Coll., M.G.P.

<sup>19</sup>L. M. Gensman to H. T. Poindexter, 20 January 1917; L. M. Gensman to Mr. Nelmes, 27 July 1917; L. M. Gensman to R. G. Dun & Co., 3 January 1918; Retail Credit Co. to L. M. Gensman, 14 February 1918; L. M. Gensman to R. G. Dun & Co., 26 February 1918, Gensman Coll., M.G.P.

<sup>20</sup>American Grocers Association to L. M. Gensman, 26 January 1906, Gensman Coll., M.G.P.

<sup>21</sup>International Mercantile Agency to L. M. Gensman, 2 August 1902; "Representation Contract," International Credit Bureau, 1906; "Subscription Contract," Creditors Mercantile Agency, 1907; H. T. Poindexter to L. M. Gensman, 1 January 1917; National Credit & Collections Bureau to L. M. Gensman, 13 January 1917; L. M. Gensman to A. R. Easton, 17 January 1918, Gensman Coll., M.G.P.

<sup>22</sup>American Law List to L. M. Gensman, 6 July 1904; Attorneys and Agencies Assoc. to L. M. Gensman, 12 July 1904; International Mercantile Agency to L. M. Gensman, 30 July 1904; Credit Guide and Claim Adjuster to Claude J. Bryant, 4 August 1904; Credit Clearing House to L. M. Gensman, 22 June 1905, Gensman Coll., M.G.P.

<sup>23</sup>Vernon Law Book Co. to L. M. Gensman, 1 February 1905; International Harvester Co. to L. M. Gensman, 2 June 1905; Williamson-Halsell-Frasier to L. M. Gensman, 30 October 1905; International Harvester Co. to L. M. Gensman, 2 July 1906, Gensman Coll., M.G.P.

<sup>24</sup>Gensman's demands for payment of a debt of \$9.95 owed by T. T. Taylor (L. M. Gensman to T. T. Taylor, 9 October 1905, Gensman Coll., M.G.P.), and a debt of \$10.68 owed by H. L. Stallings (L. M. Gensman to H. L. Stallings, 9 October 1905, Gensman Coll., M.G.P.), and Vernon Law Book Company's note of appreciation to Gensman for successfully collecting \$4.50 of their \$6.00 claim against C. L. McGuire (Vernon Law Book Co. to L. M. Gensman, 6 February 1905, Gensman Coll., M.G.P.) exemplifies the small size of debts that he attempted to collect for creditors during his earlier years in the commercial business.

<sup>25</sup>Indicative of the reduction of L. M. Gensman's relinquishment and contest business, his 1904 correspondence contained only one reference to the filing of a contest to a homestead claim (Wallace Hendricks to L. M. Gensman, 31 May 1904, Gensman Coll., M.G.P.) and no references to the sale or purchase of relinquishments in the former Kiowa-Comanche Reservations.

<sup>26</sup>Deming Investment Co. to L. M. Gensman, 20 February 1902; L. A. Wright to L. M. Gensman, 19 September 1902; Wichita Loan & Trust Co. to L. M. Gensman, 4 March 1903 and 2 December 1905, Gensman Coll., M.G.P.

<sup>27</sup>U.S., Congress, 26 Stat. 90.

<sup>28</sup>H. C. Gibbs to L. M. Gensman, 31 October 1905 and 3 November 1905; Harry Kunkle to L. M. Gensman, 22 June 1906; Charles A. Hoag to L. M. Gensman, 29 August 1906, Gensman Coll., M.G.P.

<sup>29</sup>Eleanor Flexner, A Century of Struggle (New York: Atheneum, 1973), pp. 8, 85. The Revised Laws of Oklahoma, 1910 (Oklahoma State Legislature, vol. 11, chap. 60, art. 38, pp. 1330-36), these Oklahoma statutes which had been derived from the 1889 Kansas laws regarding divorce fully demonstrates that either spouse had equal right to petition the court for a divorce.



<sup>30</sup>L. M. Gensman to Col. William Hazel, 10 January 1918, Gensman Coll., M.G.P.

<sup>31</sup>L. M. Gensman to L. V. Ray, 22 April 1915; L. V. Ray to L. M. Gensman, 7 May 1915; L. M. Gensman to L. V. Ray, 28 May 1915; L. M. Gensman to Congressman Scott Ferris, 26 January 1916; L. M. Gensman to Frank L. Torrey, 16 May 1916, Gensman Coll., M.G.P.

<sup>32</sup>'Neath August Sun, p. 22.

<sup>33</sup>Daily Oklahoman (Oklahoma City), 7 August 1901.

<sup>34</sup>John W. Reys, Cities of the American West (Princeton: Princeton University Press, 1979), pp. 637-40, 643-44, 646, 653, 656-57 (hereafter cited as Reys, Cities).

<sup>35</sup>U.S., Congress, 31 Stat. 1094.

<sup>36</sup>U.S., Congress, Richards' Report, pp. 9, 11; Reys, Cities, pp. 656-57; Daily Oklahoman, 24 August 1901.

<sup>37</sup>'Neath August Sun, p. 21; U.S., Congress, 31 Stat. 1094.

<sup>38</sup>Ted Ralston, ed., Lawton, Fifty Years of Progress, 1901-1951 (Lawton, Oklahoma: Lawton Publishing Co., 1951), p. 28 (hereafter cited as Lawton, Fifty Years); L. Edward Carter, "Voices From the Short Grass Country: A History of Lawton Newspapers, 1901-1970" (Ph.D. dissertation, Oklahoma State University, 1974), pp. 27, 33 (hereafter cited as Carter, "Voices"): 'Neath August Sun, pp. 22, 66; Haley, "Kiowa and Comanche Country," p. 92.

<sup>39</sup>Lawton (Oklahoma) Republican, 5 November 1902.

<sup>40</sup>Lawton Republican, 23 August 1902; 'Neath August Sun, p. 57.

<sup>41</sup>Congressman Scott Ferris to L. M. Gensman, 3 February 1902; William McFayden to L. M. Gensman, 20 September 1902; Superintendent of the Chickasha Rock Island Railway to L. M. Gensman, 16 November 1902; M. A. Low, General Counsel for the Rock Island Railway to L. M. Gensman, 21 November 1902; L. M. Gensman to S. E. Whitney, 24 December 1902; R. N. McConnell to L. M. Gensman, 9 June 1903; Flynn & Ames, Solicitors for the Frisco System in Oklahoma Territory to L. M. Gensman, 9 November 1905, Gensman Coll., M.G.P.

<sup>42</sup>U.S., Cong., Richards' Report, pp. 9, 12; W. S. Nye, Carbine and Lance (Norman: University of Oklahoma Press, 1943), pp. 300, 305 (hereafter cited as Nye, Carbine); Haley, "Kiowa and Comanche Country," p. 77.

<sup>43</sup>L. A. Wright to L. M. Gensman, 1 November 1902; L. M. Gensman to Estelle S. Whitney, 24 December 1902; L. M. O'Laughlin to L. M. Gensman, 20 January 1903, Gensman Coll., M.G.P.

<sup>44</sup>"Oklahoma Telephone History, Lawton Exchange 1935," (Lawton, Oklahoma: Southwestern Bell Telephone Company).

<sup>45</sup>N. T. Shabert to L. M. Gensman, 19 May 1903; W. C. Hughes to L. M. Gensman, 28 February 1905; L. M. Gensman to Hundley Dry Goods, n.d. but this incident had occurred while Gensman occupied the post of referee, Gensman Coll., M.G.P.

<sup>46</sup>Lawton Republican, 2 June 1902, 9 July 1902, 11 July 1902, 26 July 1902, and 31 July 1902.

<sup>47</sup>W. Turrentine Jackson, Treasure Hill (Tucson: University of Arizona Press, 1963), pp. 138-49; Duane A. Smith, Rocky Mountain Mining Camps (Lincoln: University of Nebraska Press, 1974), pp. 93-97 (hereafter cited as Smith, Mining Camps); Richard C. Wade, The Urban Frontier: The Rise of the Western Cities, 1790-1830 (Cambridge: Harvard University Press, 1959), pp. 87-99, 291-98 (hereafter cited as Wade, Urban Frontier); Carter, "Voices," pp. 25-26, 57-58; 'Neath August Sun, pp. 48-49.

<sup>48</sup>Lawton Republican, 22 July, 1902.

<sup>49</sup>Smith, Mining Camps, pp. 93, 95, 97; Wade, Urban Frontier, pp. 76-77, 99; Lawton Republican, 5 August 1902, 18 December 1902, 21 May 1903, 13 November 1903, and 28 April 1904.

<sup>50</sup>Lawton (Oklahoma) News, 3 March 1904 and 24 March 1904. Lawton (Oklahoma) Enterprise, 1 January 1904, 19 February 1904, and 11 March 1904; 'Neath August Sun, pp. 86-87.

<sup>51</sup>Lawton News, 22 December 1904; Lawton Constitution, 7 September 1905.

<sup>52</sup>Carter, "Voices," pp. 54-57; Nye, Carbine, pp. 315-17.

<sup>53</sup>Otto Sump to L. M. Gensman, 20 July 1906, Gensman Coll., M.G.P.

<sup>54</sup>Lawton City Directory (Sioux City, Iowa: R.L. Polk & Co., 1905), pp. 130-31; Otto Sump to L. M. Gensman, 21 May 1904, Gensman Coll., M.G.P.

<sup>55</sup>F. A. Reed to L. M. Gensman, 8 January 1903, 16 January 1903, and 27 January 1903; William C. Little to L. M. Gensman, 4 March 1903 and 2 December 1905, Gensman Coll., M.G.P.

<sup>56</sup>A. G. Morris to L. M. Gensman, 24 November 1902 and 1 December 1902, Gensman Coll., M.G.P.

<sup>57</sup>A. G. Morris to L. M. Gensman, 11 May 1904; L. M. Gensman to A. G. Morris, 22 July 1905; A. G. Morris to L. M. Gensman, 27 February 1906 and 12 April 1906; L. M. Gensman to A. G. Morris, 22 February 1910; A. G. Morris to L. M. Gensman, 29 December 1910, Gensman Coll., M.G.P.

<sup>58</sup>Lucia Van Cleef to L. M. Gensman, 14 May 1903, Gensman Coll., M.G.P.

<sup>59</sup>Oklahoma, Noble County, Office of the Court Clerk, "Certificate of Marriage," 6 April 1904.

<sup>60</sup>Otto Sump to L. M. Gensman, 6 May 1905; Nicholas Gensman to L. M. Gensman, 16 May 1905, 6 July 1907, and 5 September 1907, Gensman Coll., M.G.P.

<sup>61</sup>J. Garrett Holmes to C. O. Clark, 27 December 1905, Gensman Coll., M.G.P.

<sup>62</sup>C.O. Clark to L. M. Gensman, 27 October 1905; H. F. Tripp to L. M. Gensman, 12 May 1906, Gensman Coll., M.G.P.

<sup>63</sup>Derry Smith to L. M. Gensman, 17 March 1906, Gensman Coll., M.G.P.

<sup>64</sup>James L. Emerick to L. M. Gensman, 2 July 1906 and 6 July 1906, Gensman Coll., M.G.P.

<sup>65</sup>Seward I. Field to L. M. Gensman, 2 July 1906, Gensman Coll., M.G.P.

<sup>66</sup>U.S., Congress, An Act of June 5, 1906, 34 Stat. 213-14

<sup>67</sup>Nicholas Gensman to L. M. Gensman, 4 March 1903; Logan E.

Gensman to L. M. Gensman, 6 August 1906, 14 October 1906, 21 October 1906, and 25 November 1906, Gensman Coll., M.G.P.; Frank V. Wright, "The 'Big Pasture'-Past and Present," Chronicles of Comanche County 4 (Autumn 1955): 82-83.

<sup>68</sup>Logan E. Gensman to L. M. Gensman, 21 February 1907, Gensman Coll., M.G.P.

<sup>69</sup>L. M. Gensman to George J. Gensman, 19 February 1916 and 6 August 1916, Gensman Coll., M.G.P.

<sup>70</sup>Lucia E. Gensman to L. M. Gensman, 7 July 1911 and 22 April 1923, Gensman Coll., M.G.P.; Cargill interview.

<sup>71</sup>Cargill interview; Interview with Blanche Gensman Cargill, Lawton, Oklahoma, 28 February 1980 (hereafter cited as Second Cargill interview); King interview; L. M. Gensman to S. R. Doyle, 15 October 1915, Gensman Coll., M.G.P.

<sup>72</sup>L. M. Gensman to Blanche Gensman, 3 February 1923, Gensman Coll., W.H.C.; King interview.

<sup>73</sup>U.S., Congress, An Act of June 16, 1906, 34 Stat. 267-78.

<sup>74</sup>Joe E. Morse to L. M. Gensman, 19 January 1906; Congressman William B. McKinnley to C. O. Clark, 21 March 1906; W. E. Evans to L. M. Gensman, 27 March 1906; Nicholas Gensman to L. M. Gensman, 22 June 1906, Gensman Coll., M.G.P.

<sup>75</sup>U.S., Congress, 34 Stat. 275.

<sup>76</sup>Scales, "Political History of Oklahoma," pp. 34-35, 68-70; Morgan, Oklahoma, pp. 82, 89-90.

<sup>77</sup>John H. Burford to L. M. Gensman, 21 July 1906, Gensman Coll., M.G.P.; Thoburn, History of Oklahoma, vol. 2, p. 914, vol. 5, p. 2180; Dangerfield and Ewing, "Oklahoma Politics," chap. 8, p. 7.

<sup>78</sup>Cotteral & Horner to L. M. Gensman, 12 August 1905, 24 September 1905, and 16 October 1905, Gensman Coll., M.G.P.

<sup>79</sup>Joe D. Morse to L. M. Gensman, 19 June 1905; Nicholas Gensman to L. M. Gensman, 25 November 1907; John H. Cotteral to L. M. Gensman, 26 November 1907; G. H. Stillman to L. M. Gensman, 26 November 1907, Gensman Coll., M.G.P.

<sup>80</sup>L. M. Gensman to Sipple Adjustment Co., 29 November 1907, Gensman Coll., M.G.P.

<sup>81</sup>Logan E. Gensman to L. M. Gensman, 21 February 1907, Gensman Coll., M.G.P.; Kansas, Sedgwick County, Office of the Court Clerk, "Will of Nicholas Gensman," 23 March 1916, p. 1.

<sup>82</sup>U.S., Department of Commerce, Bureau of the Census, Thirteenth Census of the United States, 1910: Population Reports by States, 3:457 (hereafter cited as Census of 1910, Oklahoma).

## CHAPTER V

### BUSINESS AND REAL ESTATE VENTURES

Gensman had not surrendered his federal post willingly and he was tempted to change his political affiliation from the Republican to the Democratic party. Yet, he perceived that while such a move might gratify his momentary desire for revenge, in the long run it might impede his economic and political aspirations, especially in light of the numerous Republican connections he had established. Therefore, he finally accepted his displacement and remained a Republican.<sup>1</sup> Having ascertained that the legal fees that he could accrue through his increased participation in business could offset his eventual loss of income from refereeing, Gensman did not tarry in his attempts to gain a larger portion of the collection claims in Lawton and western Oklahoma. In order to draw their attention to his new status and to effect their sending a bigger volume of claims to him, during late November and December of 1907 he wrote to the collection agencies whom he already represented and stated that he could now handle any and all the collections within the area. At the same time he wrote to out-of-town colleagues and asked their assistance not only in procuring more legal business but also in obtaining contracts from additional collection agencies.<sup>2</sup>

In late November of 1907 Gensman also corresponded with the U. S. District Judge concerning the possibility of his continuing to preside as referee over bankruptcy cases that the territorial district judge, Frank E. Gillette, had referred to Gensman prior to the consolidation of the federal judicial districts produced by Oklahoma statehood. Cotteral's decision to adhere to the precedent of maintaining pending bankruptcy cases under the jurisdiction of the original referee met with Gensman's wholehearted approval, for the ruling signified that he would still draw compensation as a referee, a compensation nevertheless that would steadily decline as bankruptcies assigned to Gensman reached their final determination.<sup>3</sup> By 1909 the district court had concluded all but a few of the cases that involved Gensman as the referee. Gensman, however, still received income from refereeing even after he no longer had the federal post of referee.

Because most substantial wholesale concerns adhered to the policy of channeling their claims for payment of debts through collection agencies, Gensman realized that to gain the lion's share of the collection trade in Lawton and southwestern Oklahoma he first had to achieve designation as the local agent of the leading national and regional forwarding houses that had previously denied him their representations. Besides sending collection items and credit queries to attorneys, some of the larger collection agencies compiled a directory of attorneys with whom they had established ties and whose work they recommended.<sup>4</sup> The utilization of these legal directories by the agencies' correspondent clients and attorneys and more importantly by other collection agencies whenever they needed the services of a lawyer

in a particular vicinity further increased the importance of gaining these agencies' representations.<sup>5</sup> To effect his goal of becoming the chief emissary of the major forwarding companies, and hence the recipient of the greater part of the claims that they handled as well as the beneficiary of legal business derived from his listing in their directories, from late 1907 until late 1911 Gensman persistently questioned the collection agencies whose contracts he sought about the performance of their present designee, and extolled his virtues. Moreover, he enlisted the support of local and out-of-town confreres and even of other forwarding houses who provided the agencies with glowing statements of Gensman's abilities and exhortations to name him as their legal correspondent.<sup>6</sup>

By January of 1908, Gensman's tactics had produced a contract with the Wilber Mercantile Agency; and by the end of the year Snow, Church and Company and the American Lawyers Company had likewise designated him as their sole agent. In 1909 Gensman added agreements with the Wholesalers Adjustment Company and the Credit Reporter Company to his assemblage of representations; and in 1910 he achieved not only a contract with the Association of Bonded Attorneys but also the piece de resistance, a contract with the United States Fidelity and Guaranty Company, a representation that he had tenaciously sought since 1901.<sup>7</sup> The effectuation of the formal agreement between the collection agency and its local agent, however, usually necessitated the payment of a subscription fee by the adjuster, as the local agent was frequently called; and the subscription rates charged by the agencies varied from \$5 to as much as \$75, depending upon the caliber and size of the firm and the



volume of claims that it sent to its correspondent attorneys. Furthermore, as the commercial business enjoyed more and more popularity among retail and, in particular, wholesale establishments throughout the nation, the larger forwarding houses tended to increase their subscription rates.<sup>8</sup> Naturally the adjuster expected to receive enough collection items to cover the cost of the agreement and to make a profit.

As mentioned previously, the contracts of the collection agencies stipulated the rates of commissions that the adjusters drew from settlement of claims; and just as the subscription rates fluctuated from company to company so did the commissions fluctuate according to the size of the collection agency, amount of the debt, and the manner in which the adjuster resolved the liquidation of the claim. Overall, the forwarding houses based an adjuster's commissions on the total amount that the agent wrested from the debtor. The standard rate pattern that agencies followed in the determination of commissions consisted of remitting to their adjusters a certain percentage of the first \$200 to \$300 discharged by the debtor, a lesser percentage of the next several hundred dollars acquitted and finally an even smaller percentage of the amount that exceeded \$1,000. The exact percentages and their accompanying payment brackets usually differed among the various agencies, e.g., while the Credit Clearing House paid a commission of 6 2/3 percent of the first \$300, 3 1/3 percent of the next \$300 to \$1,000, and 1 2/3 percent of the amount exceeding \$1,000, McIlvaine Adjustment paid 10 percent on the first \$200, 7 percent of the next \$200 to \$500, 5 percent of the following \$500 to \$1,000, and 2 1/2 percent of the amount exceeding \$1,000.<sup>9</sup> Thus, on a claim of \$614.00 of which he collected \$602.90,

Gensman earned a commission of \$29.96 from Credit Clearing House and, unbeknownst to the agency, an extra \$12 that he squeezed from the debtor.<sup>10</sup> This particular transaction, nevertheless, merely constituted a straightforward collection that did not involve any type of litigation. In the commercial business only faits accomplis counted and no matter how much time and effort the adjuster expended, he earned naught if he did not extract a settlement. Nor could the adjuster anticipate reimbursement of travel expenses when a claim compelled him to trek across the countryside unless he had made explicit arrangements with the company prior to his prosecution of the debt. After almost two years of unstinted participation in the commercial business, in the fall of 1909 Gensman began to refuse the pursuance of claims beyond Lawton without a firm guarantee that the agency or creditor would defray travel expenses.<sup>11</sup>

Parallel to the methods employed by other attorneys engaged in collections, when Gensman initially received a claim, he conducted an investigation of the delinquent's financial affairs in order to recommend a course of action to his client, a creditor or more likely a collection agency. Yet the thoroughness of his examination wavered from time, place, and individuals concerned. In other words, he tended to inspect the status of debtors within a forty-mile radius of Lawton closer than the status of those beyond simply because the location of the nearby debtors afforded Gensman convenient access to their establishments and to such information as that provided by court records, officers of banks, and other attorneys relevant to the debtors' reputations for fulfilling their obligations.<sup>12</sup> Like other attorneys who dealt largely in the commercial business, Gensman frequently delegated the preliminary

inquiries to one of his office workers. In 1909 he included another attorney, William T. Dixon, in his law practice and in June of that year he remarked in a letter to the Consolidated Collection Agencies that he had staffed his office with "plenty of good assistants."<sup>13</sup> By early 1913 Gensman had hired O. C. Aubrey, a young man who served as a manager of Gensman's office. Aubrey ably performed the duties of stenographer, investigator, importuner, and, if occasion arose, trustee of bankrupt estates.<sup>14</sup>

Having ascertained a delinquent's financial condition, the attorney suggested to his client which of the four standard courses of action--installments, a court judgement, a deed of assignment, or an involuntary bankruptcy petition--he felt would best enable the company to recover its due. In determining the tactics recommended to the client, the attorney had to weigh the status of the debtor, the attitude and policies of the creditor, and the fee he would derive from the suggested action provided it succeeded. In arriving at his decisions Gensman did not differ from the rest of his fellow agents except perhaps in the paramount consideration that he gave to the size of the fee.<sup>15</sup> In brief, to achieve a high degree of expertise in the commercial business, the adjuster had to maintain an equilibrium whereby he satisfied the client's pecuniary interests while simultaneously satisfying his own. Tantamount to the performance of a successful trial attorney, an accomplished adjuster exhibited a chameleon-like quality that allowed him to adapt his conduct to the sine qua nons of each collection situation, i.e., he had to discern the attitudes and behavior of the creditor and forwarding house and the attitudes and behavior of the

debtor and to attune his approach accordingly so as to effect a denouement that gratified the demands of the creditor. Granted that the personality of the debtor influenced whether the collection agent would assume a hard-line or soft-line stance, ultimately the corporate personality of the creditor determined the tactics that the agent would pursue in respect to the debtor.<sup>16</sup>

Gensman's perpetual retention by those collection agencies and wholesale creditors that he served and wanted to serve, and his receipts of new contracts or accounts demonstrate his efficaciousness as a collection adjuster. In his incipient years in the commercial business, Gensman, like other lawyers, had often undertaken contracts with forwarding houses and paid the requisite subscription fee without question in order to ascertain the amount of business that each house would send him. Having once established himself firmly in the trade he could afford, however, to dicker with the collection agencies concerning the price of the annual subscription. In spite of Gensman's inherent frugality, this bargaining for a reduction of subscription rates constituted an accepted and common behavior among Western attorneys who handled collections; hence this action did not betoken an individual characteristic but rather a group characteristic.<sup>17</sup>

Upon receipt of a claim Gensman first examined the financial status of the debtor; then on the basis of the analysis he suggested to the client the strategy that in his opinion would best insure the payment of the liability. In instances where he determined that the defaulter had simply incurred a temporary financial embarrassment, or in instances where he perceived that the delinquent's precarious state

showed signs of gradual improvement, Gensman normally recommended that his client approve a plan of deferred payments through installments that included whenever feasible interest on the balance due. Postdated checks given to the creditor's attorney by the debtor comprised the typical form of the installments and the method of successive partial payments plus accumulated interest had the virtue of promising to the creditor complete settlement of the obligation. Yet, as Gensman emphasized to his clients, an agreement to accept installments did not preclude alternate action by the client if the debtor defaulted an installment.<sup>18</sup> If such an occasion arose, the creditor could resort to other means to force the delinquent to pay the obligation--a court judgement, a deed of assignment, or an involuntary bankruptcy petition.

In circumstances where Gensman's findings revealed that the debtor either had the means or would have the means to meet his obligations but declined to do so, Gensman ordinarily advised his client to bring suit against the debtor in order to secure a court judgement legally binding the delinquent to discharge his financial duty; and upon receipt of authorization to pursue this course accompanied by a check covering court costs, proof of claim, and power of attorney, he would forthwith institute legal action. Also, in cases described before wherein Gensman had originally recommended settlement of the claim by installment and in which the debtor had subsequently failed to uphold his part of the compromise but still appeared to have the ability to make payment, Gensman generally advocated that his client commence litigation.<sup>19</sup> On the other hand, if the preliminary investigation disclosed that the debtor had become insolvent, Gensman like other attorneys did

not hesitate to suggest that the creditor either enter a petition of involuntary bankruptcy or participate in a deed of assignment.<sup>20</sup> Precisely which route the attorney and the creditor elected to follow depended upon such details as the magnitude of the delinquent's arrearage, the number of the creditors owed, the quantity and quality of assets liable for compensation of debts and the accompanying legal costs the respective actions engendered.

Although both assignment and bankruptcy assured creditors that their claims would draw equal percentages of the proceeds derived from the liquidation of the debtor's property, assignments offered creditors the advantages of quicker property sales and lower administrative costs. Because attorneys earned commissions based upon the total amount of payment delivered to the creditors, deeds of assignment mainly benefitted attorneys when they appeared to promise a fuller discharge of the debt that would entail less of the attorney's energies. Analogous to other attorneys, Gensman ordinarily favored deeds of assignment only in instances where he believed that they would offer the creditor greater and quicker payments while at the same time provide him an adequate monetary reward for the labor required.<sup>21</sup>

A deed of assignment, however, presented the creditor with several disadvantages. Because state rather than federal laws governed the execution of a deed of assignment, the specific legislation regulating deeds of assignment tended to vary somewhat from state to state; hence, in accepting an assignment the creditor or its forwarding house had to rely to a greater extent on the ability of the local attorney to achieve a satisfactory outcome. On the other hand, in bankruptcy

proceedings the creditor, especially when it had hired a collection agency as intermediary, could employ its familiarity with the uniform federal bankruptcy code, thus reducing dependence upon the local attorney. The Oklahoma requirement that assignments of property constituted a voluntary move on the part of the debtor also posed a problem for creditors because they had to gain the full cooperation of the debtor in order to achieve the assignment and because not all debtors willingly consented to assignments. Regardless of the state or territory in which an individual executed an assignment for the benefit of creditors, such assignment constituted a declaration of bankruptcy under the dictates of the National Bankruptcy Act; hence, if the assignor had perchance neglected to obtain the agreement of virtually all of his major creditors, the individual and the consenting creditors risked having the assignment voided by the action of one dissenting principal creditor or by the concerted actions of three or more large creditors.<sup>22</sup> Moreover, under Oklahoma law once the debtor had officially effected an assignment for the benefit of his creditors, the creditors could not modify the terms of the settlement unless they all concurred.<sup>23</sup> Owing to such ubiquitous difficulties, many creditors opted for a petition of involuntary bankruptcy in circumstances where the debtor's financial state presented a picture of hopeless insolvency. Attorneys likewise normally counseled creditors directly or indirectly through collection agencies to institute bankruptcy proceedings in these circumstances.

Like other lawyers in the commercial business, Gensman realized that bankruptcy proceedings afforded a lawyer with an opportunity to earn a considerably larger fee provided that he was cognizant of all the

ins and outs of the bankruptcy.<sup>24</sup> As referee, Gensman had had a five-year-front-row seat to watch the performances of some of the best lawyers in the commercial business, and this chance to enhance his knowledge of bankruptcy did not go to waste. By the end of his tenure he had mastered the lessons that would enable him to profit from bankruptcies.

When a debtor had incurred liabilities of \$1,000 or more and had indicated his inability to discharge his obligation, his creditors could petition the court to declare the debtor bankrupt and place the administration of his estate under the management of a trustee. If the United States district judge or in most instances the referee in bankruptcy acting in lieu of the district judge adjudicated the debtor a bankrupt, the creditors at their first succeeding meeting appointed an individual to fill the position of trustee. In the event that the creditors could not concur in their selection of a trustee, the referee had the authority to select a trustee.<sup>25</sup> With the exception of creditors living in close proximity of the town designated as the place for the meetings and having claims of a small amount, creditors as a rule retained legal counsel to represent their interest at the various meetings. Thus, the actual selection of the trustee resided with the creditors' attorneys, and the attorney who acted as the authorized agent for the majority of the creditors normally chose the trustee. In the likelihood that no single attorney held a plurality of claims, two or more lawyers frequently concerted to control the appointment. Owing to the trustee's power to name an attorney or attorneys to assist him with the administration of the bankrupt's estate and any attendant litigation that might arise, the appointment of the trustee comprised a matter of significance



for attorneys participating in the proceedings as counsels for the creditors.

Once an attorney or a combination of attorneys had accomplished the appointment of a trustee of their choice, they could control the selection of an attorney for the trustee, and the consequent attainment of this position offered them the possibility of earning a hefty fee.<sup>26</sup> Although federal law stipulated the compensation of the referee and the trustee, the law did not regulate the fees that the attorney for the trustee realized for services rendered; hence, in many instances the monetary reward that the attorney for the trustee garnered exceeded the compensations given to the trustee and especially to the referee. Like the trustee and the referee, the attorney for the trustee received reimbursement for the expenses incurred as result of his position; and he acquired his fee and reimbursement for expenses prior to the distribution of the proceeds from the estate among the creditors. The statutory requirement compelling the attorney for the trustee to submit his fee and expense account to the United States district judge for approval did, however, limit the size of the recompense awarded to the attorney, for the judges habitually decreased the fee by \$100 to \$200.<sup>27</sup> In spite of this financial drawback, the attorney for the trustee obtained an ample sum for his work. In the event, however, that the bankruptcy necessitated the employment of additional attorneys, the court allowed only one fee, which had to be divided among the attorneys.<sup>28</sup>

Indicative of the sizable recompense that an attorney for the trustee could earn is a case in which Gensman initially petitioned the court for a fee of \$400 plus \$51 to cover his costs in a bankruptcy that

had gross value of approximately \$4500. While Gensman expected the judge to award him a fee of only \$300 plus reimbursement for expenses, the maximum compensation that a trustee could accrue from an estate of \$4500 amounted to \$135, and even this sum was subject to judicial approval and could be reduced. Moreover, in this case Gensman comprised the only attorney engaged by the trustee; therefore, he did not have to split the fee.<sup>29</sup> As attorney for the trustee in another bankruptcy closed in late 1909, the district judge awarded Gensman recompense of \$300 plus \$112 to defray his expenses. In this matter Gensman followed his standard pattern of asking the court for a fee larger than he anticipated: he usually added an extra \$100 to \$200 to the fee to insure receipt of the maximum amount that the judge customarily awarded.<sup>30</sup>

Even though bankruptcies presented attorneys with the potential of garnering larger fees, Gensman did not indiscriminately advise creditors directly or indirectly to institute involuntary bankruptcy procedures. Under the federal law, the alleged bankrupt had the privilege of disputing his insolvency; and should he substantiate his ability to meet the financial obligations, the plaintiffs, the creditors, had to pay for all the legal costs as well as to pay for the expenses he had incurred in protesting the suit.<sup>31</sup> This legislative provision therefore deterred attorneys for creditors from pursuing unwarranted application of involuntary bankruptcy because a judicial decision in favor of the defendant and concomitant costs that the plaintiff had to bear not only would displease their clients, the creditors and the collection agencies, but also would probably cause the attorneys to lose the clients' future patronage. Moreover, since a settlement achieved through the prosecution

of an individual as involuntary bankrupt brought the creditor less recompense than the collection of the full amount of the debtor's obligation and accordingly reduced the size of the commission that the attorney earned, attorneys like Gensman who had proficiency in collections urged creditors to institute involuntary bankruptcy suits exclusively in cases where they had discerned that the debtor was financially insolvent and that bankruptcy provided the best means of insuring the creditor some compensation. Yet, when the insolvency of the debtor and the decision of the creditor resulted in the attorney's filing of an involuntary petition, the attorney had an opportunity to augment his commission if he could manipulate the appointment of the trustees and consequently secure designation as attorney for the trustee.

Besides expanding his volume of the commercial business by becoming the sole representative of collection agencies, Gensman advanced his business by maintaining his direct representation of such wholesalers as Williamson-Halsell-Frasier and International Harvester and by adding such corporations as McCord-Collins and Pioneer Telephone and Telegraph to his list of direct representations.<sup>32</sup> The direct handling of these companies' claims naturally brought Gensman a bigger commission than the claims forwarded by collection agencies, since he did not have to divide his receipts with an intermediary nor pay for the representation. Like other attorneys Gensman, however, continued to draw the bulk of his collection items from collection agencies. In his analyses of debtors' positions, his recommendations to clients, and the methods that he employed to bring about settlements of the creditors' claims, Gensman followed a well-established pattern generally exercised by attorneys engaged

in the commercial business. That he accomplished pleasing results for his clients and correspondingly garnered handsome fees for his efforts where many attorneys did not does not signify that he triumphantly resolved every claim that he undertook to settle or that his efforts satisfied all of his clients but rather that the frequencies of his successes far outweighed the number of his failures. By and large Gensman's eclat as a collection agent stemmed primarily from diligence, a relentless ambition to accrue material wealth, a natural talent to coax, coerce, and beguile debtors and creditors alike, and a pragmatic eclecticism. Throughout his life in the commercial business and in the rest of his enterprises Gensman consistently borrowed the ideas of others instead of conceiving new ideas.

In early February, 1908, the Credit Clearing House, a collection agency that ranked as a giant among the forwarding houses, officially recognized Gensman's accomplishments in collecting and commended his work in a circular sent to every branch office. Noteworthily, Gensman constituted the single Oklahoma attorney to merit the accolade in 1908 from Credit Clearing House.<sup>33</sup> In the spring of 1910, Gensman confided to his father that he had established a fair law practice from which he had earned an average monthly income of \$650 for the preceding three months. He further stated that on the basis of past performance and work on several pending cases, he anticipated to continue earning a lucrative income from the practice of law.<sup>34</sup> Granted that Gensman certainly did not engage in the commercial traffic to the exclusion of other kinds of legal work; collections and attendant lawsuits accounted not only for the bulk of his practice but also for the greater portion of income from

his practice. Owing to the reputation that Gensman enjoyed among lawyers participating in the commercial business, by mid-1909 he had begun to receive solicitation from other Oklahoma attorneys asking him to advise them on how to improve their collection traffic and especially how to make money when the demands of the creditors resulted in the adjudication of debtors as bankrupts.<sup>35</sup> Although he had not achieved an outright monopoly of the commercial business in Lawton and southwestern Oklahoma, by the fall of 1914 his near hegemony of the collections trade enabled him to spurn requests from creditors and collection agents to press debtors for the payments of small claims and to suggest that clients send their demands for payment of such amounts as \$18 to younger local attorneys.<sup>36</sup>

Gensman did not limit his law practice exclusively to the collection of debts and the consequent litigation that they often engendered, but rather he continued to represent numerous clients whose legal needs for counsel lay outside the commercial business.<sup>37</sup> And whereas his legal work demanded considerable time and effort and he derived the principal portion of his livelihood from legal fees, Gensman in his own words had no aversion to "making a little money in any line if the opportunity presents itself."<sup>38</sup> Promising little schemes and big schemes alike caught Gensman's attention. Besides discerning its potential for profit, Gensman apparently applied to two other criteria in deciding whether or not to undertake a specific venture, that expected economic returns would justify the expenditure of time and effort and that the transaction would not ultimately cause him a loss. In one of the small money-making ventures that attracted him, Gensman in

1913 sought to bring together out-of-state liquor wholesalers and retailers and Oklahoma consumers of alcoholic beverages by furnishing them with a direct channel of communication. Despite Oklahoma's prohibition amendment, a market for liquor still existed in Oklahoma as Gensman recognized from personal experience as a moderate inbiber of "that which invigorates, lubricates as well as intoxicates." Since a person could legitimately possess liquor in Oklahoma for his sole personal use, the trick lay in obtaining the spirits.<sup>39</sup> By mid-April of 1913, Gensman had procured a list of the names and addresses of all the taxpayers residing in Comanche County. Emphasizing that the possession of the list would allow them to solicit direct booze orders from prospective customers, Gensman offered to sell copies of the list to various liquor wholesalers and retailers for fifteen dollars a copy.<sup>40</sup>

Gensman's proposals to individuals to act as broker for certain pieces of real estate also suggest another kind of small venture that attracted him. In most of these instances, he had already discovered a buyer for the property and had assured himself in advance of a brokerage commission if the owner would sell.<sup>41</sup>

Gensman's speculations in farms heretofore described denote to some extent the scope of his larger money-making ventures. In late November of 1910 Gensman informed his father that he "was about out of the farming business" and that he possessed only three farms at that time, one situated fifteen miles from Lawton in Comanche County and two located in Greer County.<sup>42</sup> He subsequently did rid himself of the Greer County farms, which he had considered poor investments owing to their mediocre crop yield. By December of 1912 Gensman had, however, decided

to resume purchases of farm land. A conviction that the land had oil and gas prospects and that it would increase in agricultural value stimulated his interest in farm land. According to his custom, Gensman proposed to rent his prospective farm to a tenant.<sup>43</sup> Thus, he employed the rent either to recoup his original capital outlay for the farm or to meet the payments of the mortgage that he had assumed. After recovering his initial investment of funds or paying off the mortgage, the rent collected from the tenant minus the payment of property taxes constituted profit, a portion of which Gensman usually reinvested in improvements to increase its potential sale value. When handled thus, the purchase of farm land had the advantage of paying for itself. Moreover, in the likelihood that he eventually sold the land, the return would constitute profit for him.

By February of 1916 Gensman had again become a full-fledged participant in the "farm business" having acquired three farms in the proximity of Lawton while disposing of his Greer County property.<sup>44</sup> The accomplishment of lucrative farm land transactions necessitated that the buyer have both a gambling instinct and a knowledge of the current price of farm land, of farming; and of the merits of specific tracts of land, for as in other real estate matters the principal of caveat emptor operated in the realm of farm speculation. In the case of the Greer County farms Gensman seemingly made little or no profit, but this was not typical of his transactions.

Over the years Gensman, too, dealt in urban real estate. March 19, 1904, marked Gensman's first investment in city property, when he paid \$1500 for a lot and house at 510 A Avenue to serve as his residence.

Having leased the house at 510 A from the fall of 1916 to the spring of 1920 for an amount which more than covered the expenses of property taxes and maintenance, the sale of this property for \$4000 brought him a return on his original investment.<sup>45</sup> Gensman further increased his urban holdings in 1909 by procuring for \$1350 a parcel of commercial property consisting of 225 feet of six lots (66.66 percent of the six lots) located on a corner in downtown Lawton.<sup>46</sup>

The acquisition in October, 1910, of an entire downtown lot from the A. G. Morrises, his clients, for the sum of \$8000 marked Gensman's second plunge into urban commercial real estate.<sup>47</sup> It subsequently became the site for a modern brick edifice which Gensman erected. In order to obtain the funds for the construction of a building, Gensman borrowed \$7500 from Mrs. Morris on the same day that he bought the property, using the lot as collateral for his promissory note. According to the terms of the note, Mrs. Morris drew an annual interest rate of eight percent due each year and she allotted Gensman ten years in which to repay the principal. The note further stipulated that Gensman repay both the principal and the interest in United States gold specie.<sup>48</sup>

Somewhat similar to the manner in which he had undertaken his farming enterprises, Gensman had concluded that owing to the prime location of the building and the increasing demand by business and professional men for store and office areas, he would encounter little difficulty in securing leases for space in his proposed structure; and rent would discharge both his indebtedness to Mrs. Morris and the cost of the building's maintenance.<sup>49</sup> Characteristic of Gensman's frugality, he



ordered building materials wholesale whenever possible and personally supervised the construction. Employing such measures, Gensman reduced construction costs. By the summer of 1911, the building was two-thirds completed and by fall it was ready for occupancy. Merchants sought to lease space in the Gensman Building even before construction had commenced; so he discharged the debt owed to Mrs. Morris in a little over three years.<sup>50</sup> Moreover, the appraisal of the building and the lot at \$45,000 in 1954, the year of his demise, substantiates Gensman's assumption that the value of the lot and the building would increase throughout the years thereby justifying his original capital outlay of \$15,500.<sup>51</sup>

When Gensman brought his bride to Lawton in 1904, residents had had the convenience of electricity since the summer of 1902, but they did not have sidewalks until late 1905.<sup>52</sup> Lawtonians experienced another improvement when the city paved virtually all streets in the original townsite in 1909. The availability of paved streets and the purchase of a 1909 Buick roadster permitted the Gensmans to tour the city, and for several years Lawtonians could observe the Gensmans' weekday ritual of motoring during the early summer evenings.<sup>53</sup> Gensman, however, had purchased a car primarily to facilitate his law business, especially his handling of collections; and traveling in the Buick year in and year out, he became a familiar sight along the county roads.<sup>54</sup>

In the summer of 1909 the proposal of General J. F. Bell, the Army chief of staff, to expand Fort Sill by constructing fifty-two new buildings became a reality. Because Gensman energetically endorsed enterprises promoting the prosperity of Lawton he doubtlessly supported

the actions of the Chamber of Commerce and the local press to compel landowners to relinquish to the city at a fair and reasonable price the land required by the Army to implement its plan for enlarging the post's facilities. Owing to the city's threats to institute suits of condemnation, by March, 1909, recalcitrant landowners had capitulated.

Equipped with the purchase options and having secured the Quartermaster General's pledge of \$400,000 from the Army's surplus funds to pay for the land and the construction of the new facilities on the condition that the building contracts be let prior to July 1, W. H. Quinette, the city's official delegate, persuaded General Bell to commence final arrangements for the inauguration of the project. By late June of 1909 the noise of construction resounded throughout the new site.<sup>55</sup>

Comparable to other Lawtonians, the Gensmans' benefited from better urban living conditions and general economic prosperity; yet they had to hazard the dangers of such infectious diseases as smallpox and typhoid, diseases that not uncommonly afflicted both urban and rural dwellers, for although medical science had discovered that inoculation would provide immunity from smallpox and typhoid, Oklahomans did not ordinarily have themselves inoculated. On February 28, 1913, Gensman fell victim to smallpox, and his doctor quarantined the Gensmans as well as the young woman they employed as a domestic for three weeks. Fortunately, the disease did not imperil his life or marr his appearance, while his wife and the domestic escaped infection.<sup>56</sup> On the other hand, in his bout with typhoid, Gensman's brother did not fare so well. Having contacted the fever from drinking from a stagnant pond of water in late October of 1914, Logan Gensman wavered between life and death for two

weeks. Indeed, his survival seemed so precarious that Nicholas and Sarah Gensman at L. M.'s suggestion journeyed from Kansas to Oklahoma, and L. M. curtailed to some extent his business and political activities in order to help care for his brother. On this occasion, L. M. and Lucia took the precaution of having themselves inoculated. Moreover, at L. M.'s insistence, Nicholas and Sarah also received typhoid inoculations prior to their arrival at Logan's bedside.<sup>57</sup> A recession in Logan's raging temperature coincided with the coming of his father and step-mother. Yet upon the Gensman seniors' return to their Kansas home, they learned from L. M. that Logan had relapsed and once again his life hung in jeopardy. By November 17, however, L. M. informed his father that Logan's condition showed signs of improvement, and by November 19 Nicholas had received word that Logan would truly recover.<sup>58</sup> Logan's close call with death engendered another reconciliation between Nicholas Gensman and his two sons. Since 1913 quarrels had strained the relationship and even though L. M. had striven to end the estrangement, his efforts had gone unrewarded and family harmony did not return until Logan's critical battle with typhoid.<sup>59</sup>

As enthusiast of camping, fishing, swimming, boating, and hunting, Gensman had become a charter member in the Medicine Park Club in the summer of 1909 and had paid the prescribed fee of \$30 for the purpose of constructing and furnishing a building to house the club's activities.<sup>60</sup> In the late spring of 1914 Gensman bought a lot and built a cabin on the property to facilitate his further participation in outdoor sports. As might be anticipated, Gensman intended the Medicine Park property, like his farm and urban property, to pay for

itself. To achieve this goal, he rented the cabin to vacationists throughout the year except for the several weeks that he set the cabin aside for his exclusive use. The cabin thus comprised an asset.<sup>61</sup>

More significantly, the summer of 1914 signaled Gensman's ambition to return to public office. During Oklahoma's territorial and early statehood years newspaper editors and attorneys constituted a veritable political beehive in southwestern Oklahoma. The list of early Lawton attorneys who participated in the activities of their respective political parties and who aspired to hold either public office or intra-party positions included such Democratic luminaries as Thomas P. Gore, Scott Ferris, J. Elmer Thomas, and such lesser but locally known figures as Charles C. Black, E. L. Richardson, S. I. McElhoes, J. A. Diffendaffer, and T. B. Orr, while such attorneys as Jake Hamon, Walter C. Stevens, and B. M. Parmenter were staunch Republicans.

In his party participation and his political aspirations, Gensman thus did not differ greatly from the average Lawton attorney. In contrast, a commitment to the Republican party in a county and section of Oklahoma that evinced overwhelming support for the Democratic party and an eventual triumph at the polls did differentiate him from the rank-and-file attorney.

Besides demonstrating partisan espousal of the platforms and the candidates put forth by the state and national Republican organizations, Gensman exhibited a conservative tendency. Although he always upheld the candidates endorsed by the state and national Republican organizations regardless of the candidates' specific political stances Gensman emphatically disliked progressives and their views. Yet, he

rejected the antithesis of progressivism, reactionism.<sup>62</sup> A devotee of the spoils system during his political career, Gensman sought to reward those individuals who had shown unswerving loyalty to him personally and said repeatedly to true-blue confederates, "I am for you first, last, and all the time, right or wrong, drunk or sober."<sup>63</sup> On the other hand, Gensman had learned a lesson in intra-party politics from his failure to support unstintingly John Cotteral for U.S. district judge and his resultant dismissal from the post of referee, the expediency of switching his endorsement to whichever individual or faction that evinced the winning edge in the internecine struggles that characterized the state Republican party in the first quarter of the twentieth century.<sup>64</sup>

In 1914 Gensman decided to seek the elective office of county judge.<sup>65</sup> Election to the position of judge of Comanche County offered an attorney two definite advantages. First, it guaranteed him an annual salary of \$2000 and, second, it allowed him to maintain a limited private law practice. While holding the office would have excluded Gensman from participating as an attorney in any legal matter that fell within the jurisdiction of the county court, e.g., he could not act as counsel for either side in civil cases involving probate, bastardy, or judgements of amounts between \$200 and \$1,000, this restriction would not have materially reduced Gensman's earnings because the law still allowed a county judge to represent clients in bankruptcy proceedings which fell under the jurisdiction of the federal district court.<sup>66</sup> Thus obtaining the position would not have prohibited him from participating in bankruptcy, the phase of the commercial business that

offered attorneys the potential to earn their most lucrative fees. Besides, owing to the employment of a competent staff including another attorney, Gensman could continue to engage in all aspects of the commercial business, for in the likelihood that the demands of creditors and collections agencies necessitated legal proceedings from which he was barred, his office colleague could perform the requisite representation for clients. Considering all these points, the attainment of the position of county judge would have definitely afforded any energetic attorney with economic benefits.

From the start, difficulties beset Gensman's first campaign for public office. By August of 1914, Comanche County constituted a Democratic bastion. Both of the major Lawton newspapers, the Constitution and the News espoused the Democratic cause and its nominees. On the other hand, these principal Lawton papers did not malign Gensman; hence, rather than undergoing an avalanche of adverse publicity, Gensman's battle for office suffered from a dearth of publicity, for the other smaller newspapers also favored the Democrats with the exception of the Comanche County Socialist, which of course lent its support to the Socialist candidate for county judge.<sup>67</sup>

Nevertheless, Gensman persevered. Through friends and business associates he hoped to reach the rural voters of the county and he beseeched his rural acquaintances to speak in his behalf and to distribute his campaign cards. Not only did he attempt to win the support of dissatisfied rural Democrats, but also he endeavored to solicit the votes of rural Socialists.<sup>68</sup> Exactly how Gensman aspired to appeal to Oklahoma Socialists remains an enigma, for he personified their arch enemy, an

urban, middle-class professional man who profitably rented his substantial rural holdings to tenants and who showed no penchant for reform.<sup>69</sup>

His brother's typhoid infection in the days prior to the election compelled Gensman to reduce his personal campaign and simultaneously deprived him of Logan's valuable assistance in soliciting rural votes in the vicinity of Geronimo. On November 12, 1914, the official election tabulations revealed that R. J. Ray, the Democratic nominee for county judge, had triumphed over L. M. Gensman, the Republican nominee, by a margin of 528 votes and a later disclosure of the returns on November 14 increased Ray's lead by 60 votes. Interestingly, a perusal of the election returns substantiates Gensman's surmise of the importance of the Socialists' support, since the receipt of the 589 votes cast for the unnamed Socialist candidate would have resulted in either a narrow victory for Gensman or a tie between Gensman and Ray.<sup>70</sup>

Having imbibed the bitterness of political defeat and the joy of his brother's physical recovery, Gensman resumed his business activities in the late fall of 1914 with a determination to enlarge his share of the commercial business in southwest Oklahoma and with an eagerness to discover new speculative enterprises that promised to enhance his wealth.

## CHAPTER V

### NOTES

<sup>1</sup>John M. Young to Judge John H. Cotteral, 1 November 1907; Ahern & McDaniel to L. M. Gensman, 5 November 1907; J. A. Fain to Judge John H. Cotteral, 8 November 1907; N. E. Medlock to Charles E. Hunter, 14 November 1907; L. M. Gensman to John Q. A. Norton, 5 November 1908, Gensman Coll., M.G.P.

<sup>2</sup>Edgar C. Ellis to L. M. Gensman, 18 November 1907; Joe D. Morse to L. M. Gensman, 18 November 1907; W. A. Barkyoumb to L. M. Gensman, 19 November 1907; G. H. Stillman to L. M. Gensman, 26 November 1907; L. M. Gensman to Sipple Adjustment Co., 29 November 1907; Credit Clearing House to L. M. Gensman, 16 December 1907; McIlvaine Adjustment Co., to Wilber Mercantile Co., 24 December 1907; Rosenthal, Kurz, & Herschl to L. M. Gensman, 31 December 1907, Gensman Coll., M.G.P.

<sup>3</sup>U.S. District Judge John H. Cotteral to L. M. Gensman, 26 November 1907, Gensman Coll., M.G.P.

<sup>4</sup>American Law List to L. M. Gensman, 6 July 1904; Attorneys & Agencies Assoc. to L. M. Gensman, 12 July 1904; International Mercantile Agency to L. M. Gensman, 30 July 1904; Credit Association, New York to L. M. Gensman, 4 August 1904; International Credit Bureau Co. to L. M. Gensman, 17 November 1905; American Lawyers Co. to L. M. Gensman, 20 July 1909; American Law List to L. M. Gensman, 28 July 1909, L. M. Gensman to Credit Reporter Co., 20 February 1912, Gensman Coll., M.G.P.

<sup>5</sup>Credit Clearing House to L. M. Gensman, 24 February 1908; New Orleans Credit Men's Assoc. to L. M. Gensman, 4 November 1908; Lumbermen's Assoc. to L. M. Gensman, 21 June 1909; S. H. Gilbert to L. M. Gensman, 21 July 1909, Gensman Coll., M.G.P.

<sup>6</sup>Edgar C. Ellis to L. M. Gensman, 18 November 1907; McIlvaine Adjumstment Co. to Wilber Mercantile Co., 24 December 1907; Rosenthal, Kurz, & Herschl to L. M. Gensman, 31 December 1907; Cobb, Howard, & Bailey to L. M. Gensman, 3 November 1908; New Orleans Credit Men's Assoc. to L. M. Gensman, 4 November 1908; Snow, Church & Co. to L. M.



Gensman, 24 November 1908; Wholesalers Adjustment Co. to L. M. Gensman, 12 June 1909; L. M. Gensman to Consolidated Agencies, 18 June 1909; Spencer & Landis to L. M. Gensman, 21 June 1909; Lumbermen's Credit Assoc. to L. M. Gensman, 21 June 1909; L. M. Gensman to Bradstreet & Co., 11 December 1911, Gensman Coll., M.G.P.

<sup>7</sup>Wilber Mercantile Agency to L. M. Gensman, 28 January 1908 and 4 February 1908; Wholesalers Adjustment Co., to L. M. Gensman, 12 June 1909 and 21 June 1909; Lumbermen's Credit Assoc. to L. M. Gensman, 21 June 1909; American Lawyers Co. to L. M. Gensman, 20 July 1909; Snow, Church & Co. to L. M. Gensman, 24 November 1909; United States Fidelity & Guaranty Co. to L. M. Gensman, 1 July 1911; Assoc. of Bonded Attorneys to L. M. Gensman, 10 November 1911, Gensman Coll., M.G.P.

<sup>8</sup>Attorneys & Agencies Assoc. to L. M. Gensman, 28 June 1904; American Law List to L. M. Gensman, 6 July 1904; International Credit Bureau Co. to L. M. Gensman, 17 November 1905; Snow, Church & Co. to L. M. Gensman, 24 November 1908; L. M. Gensman to American Lawyers Co., 23 July 1909; American Lawyers Co. to L. M. Gensman, 28 July 1909; L. M. Gensman to Assoc. of Bonded Attorneys, 14 November 1911; L. M. Gensman to Credit Reporter Co., 13 February 1912, Gensman Coll., M.G.P.

<sup>9</sup>McIlvaine Adjustment Co. to L. M. Gensman, 9 January 1909, Gensman Coll., M.G.P.; Credit Clearing House to L. M. Gensman, 25 January 1917, Gensman Coll., W.H.C.

<sup>10</sup>C. L. Wagoner to L. M. Gensman, 7 November 1917; Credit Clearing House to L. M. Gensman, n.d. circa 20 November 1917, Gensman Coll., W.H.C.

<sup>11</sup>L. M. Gensman to Russell G. Lowe, 30 October 1909, Gensman Coll., M.G.P.

<sup>12</sup>Credit Clearing House to L. M. Gensman, 15 January 1908 and 20 January 1908; L. M. Gensman to R. G. Dun & Co., 24 February 1908, Gensman Coll., M.G.P.; L. M. Gensman to Credit Clearing House, 2 June 1914, 9 October 1915, 13 January 1916, 6 July 1917, and 10 July 1917; Credit Clearing House to L. M. Gensman, 12 July 1917; L. M. Gensman to Credit Clearing House, 14 July 1917, Gensman Coll., W.H.C.

<sup>13</sup>L. M. Gensman to Burnham & Yale, 28 December 1908; L. M. Gensman to Consolidated Collection Agencies, 18 June 1909, Gensman Coll., M.G.P.

<sup>14</sup>O. C. Aubrey to Nicholas Gensman, 14 March 1913, Gensman Coll., M.G.P.; L. M. Gensman to Credit Clearing House, 26 July 1916; R. G. Dun & Co. to O. C. Aubrey, 11 October 1922; L. M. Gensman to O. C. Aubrey,

28 November 1922; O. C. Aubrey to L. M. Gensman, 2 December 1922, Gensman Coll., W.H.C.; Interview with Neva A. Aubrey, Lawton, Oklahoma, 9 September 1978.

<sup>15</sup>L. M. Gensman to Vaught & Ready, 7 May 1915; L. M. Gensman to McLaury & Hopps, 15 May 1915; L. M. Gensman to Credit Clearing House, 1 October 1915, 13 January 1916, 10 July 1916, and 27 April 1917; L. M. Gensman to Everett Petry, 12 May 1917 and 27 June 1917; L. M. Gensman to Credit Clearing House, 8 October 1917; L. M. Gensman to T. B. Orr, 19 October 1917, Gensman Coll., W.H.C.

<sup>16</sup>Credit Clearing House to L. M. Gensman, 25 May 1915 and 3 June 1915; L. M. Gensman to Credit Clearing House, 25 October 1915; Credit Clearing House to L. M. Gensman, 15 February 1917; L. M. Gensman to E. D. Brownlee, 19 March 1917; Credit Clearing House to L. M. Gensman, 15 October 1917, Gensman Coll., W.H.C.

<sup>17</sup>Joe D. Morse to L. M. Gensman, 18 November 1907; L. M. Gensman to American Lawyers Co., 23 July 1909; L. M. Gensman to Assoc. of Bonded Attorneys, 14 November 1911; L. M. Gensman to Credit Reporter Co., 13 February 1912; L. M. Gensman to Haythe Mercantile Agency, 14 January 1915; L. M. Gensman to Gustave A. Erixon, 4 February 1915, Gensman Coll., M.G.P.

<sup>18</sup>L. M. Gensman to McIlvaine Co., 21 January 1909; L. M. Gensman to John H. Barr, 28 January 1909; L. M. Gensman to Beiber Brothers, 3 April 1917; L. M. Gensman to Credit Clearing House, 27 April 1917 and 14 July 1917, Gensman Coll., M.G.P.

<sup>19</sup>L. M. Gensman to Credit Clearing House, 10 May 1915, 1 May 1916, 27 April 1917, and 13 September 1917, Gensman Coll., W.H.C.

<sup>20</sup>L. M. Gensman to Hackaday Paint Co., 11 December 1908; L. M. Gensman to Harris & Wilson, 11 December 1908; L. M. Gensman to Credit Clearing House, 23 January 1909, Gensman Coll., M.G.P.; L. M. Gensman to Credit Clearing House, 2 June 1914; L. M. Gensman to McLaury & Hopps, 15 May 1915; L. M. Gensman to Credit Clearing House, 6 July 1917, Gensman Coll., W.H.C.

<sup>21</sup>L. M. Gensman to Credit Clearing House, 23 January 1909; Morse & Standeven to L. M. Gensman, 25 January 1909, Gensman Coll., M.G.P.; L. M. Gensman to McLaury & Hopps, 15 May 1915; L. M. Gensman to Credit Clearing House, 6 July, 1917, Gensman Coll., W.H.C.

<sup>22</sup>Oklahoma, Statutes Annotated, Title 24, chap. 8, sec. 572 (hereafter cited as Okla. St. Ann.); U.S., Congress, 30 Stat. 546.

<sup>23</sup>Okla. St. Ann., Title 24, Chap 8, sec. 571.

<sup>24</sup>W. F. Wilson to L. M. Gensman, 8 December 1908, Gensman Coll., M.G.P.; L. M. Gensman to Yerker E. Taylor, 5 February 1916; Yerker E. Taylor to L. M. Gensman, 19 February 1916 and 4 March 1916; L. M. Gensman to Everett Petry, 27 June 1917; L. M. Gensman to Credit Clearing House, 14 July 1917; Everett Petry to L. M. Gensman, 2 August 1917; L. M. Gensman to Roy Bernard, 26 September 1917, Gensman Coll., W.H.C.

<sup>25</sup>U.S., Congress, 30 Stat. 557, 561.

<sup>26</sup>F. C. Wilson to L. M. Gensman, 8 December 1908 and 10 December 1908, Gensman Coll., M.G.P.; L. M. Gensman to McLaury & Hopps, 2 February 1915; McLaury & Hopps to L. M. Gensman, 1 June 1915; L. M. Gensman to Credit Clearing House, 12 January 1916; L. M. Gensman to McLaury & Hopps, 15 January 1916; Yerker E. Taylor to L. M. Gensman, 19 February 1916; L. M. Gensman to Roy Bernard, 20 September 1917 and 26 September 1917, Gensman Coll., W.H.C.

<sup>27</sup>U.S., Congress, 30 Stat. 563; W. E. Richardson to L. M. Gensman, 9 December 1909, Gensman Coll., M.G.P.; L. M. Gensman to Roy Bernard, 11 October 1917, Gensman Coll., W.H.C.

<sup>28</sup>U.S., Congress, 30 Stat. 563.

<sup>29</sup>U.S., Congress, 32 Stat. 799; L. M. Gensman to Credit Clearing House, 27 July 1917; L. M. Gensman to Roy Bernard, 11 October 1917; "Petition for Attorneys Fees," District Court of the U.S., in the Western District of Oklahoma, 11 October 1917, Gensman Coll., M.G.P.

<sup>30</sup>W. E. Richardson to L. M. Gensman, 9 December 1909; L. M. Gensman to W. E. Richardson, 10 December 1909; W. E. Richardson to L. M. Gensman, 15 January 1910, Gensman Coll., M.G.P.

<sup>31</sup>U.S., Congress, 30 Stat. 547; L. M. Gensman to Credit Clearing House, 24 April 1917, Gensman Coll., W.H.C.

<sup>32</sup>International Harvester Co. to L. M. Gensman, 14 March 1908; Williamson-Halsell-Frasier Co. to L. M. Gensman, 16 March 1908; McCord-Collins Co. to L. M. Gensman, 24 March 1908; S. H. Harrison to L. M. Gensman, 5 November 1908, Gensman Coll., M.G.P.

<sup>33</sup>Credit Clearing House to L. M. Gensman, 18 February 1908, Gensman Coll., M.G.P.

<sup>34</sup>L. M. Gensman to Nicholas Gensman, 30 March 1910, Gensman Coll., M.G.P.

<sup>35</sup>Lukenbill & Coughlin to L. M. Gensman, 29 July 1909; L. M. Gensman to Everett Petry, 12 January 1910; A. E. Hammonds to L. M. Gensman, 21 February 1913; Everett Petry to L. M. Gensman, 5 February 1913, Gensman Coll., M.G.P.

<sup>36</sup>L. M. Gensman to J. W. Jenkin's Sons Music Co., 27 October 1914; L. M. Gensman to Bonner & Bonner, 2 November 1914; L. M. Gensman to Southwestern Mercantile Agency, 19 November 1914, Gensman Coll., M.G.P.

<sup>37</sup>L. M. Gensman to R. M. Tinney, 23 August 1909; L. M. Gensman to Gustave Erixon, 5 May 1910; L. M. Gensman to J. M. Tinney, 23 November 1910, Gensman Coll., M.G.P.

<sup>38</sup>L. M. Gensman to J. P. Bemrod, 8 January 1914, Gensman Coll., M.G.P.

<sup>39</sup>Jimmie Lewis Franklin, Born Sober, Prohibition in Oklahoma, 1907-1959 (Norman: University of Oklahoma Press, 1971), p. 22; Oklahoma St. Ann., Title 37, sec. 31; L. M. Gensman to Dr. J. J. Sippy, 13 September 1912; L. M. Gensman to Ellis & Yale, 4 November 1912, Gensman Coll., M.G.P.

<sup>40</sup>L. M. Gensman to Halton & Bemrod, 17 April 1913 and 22 April 1913; L. M. Gensman to Ellis & Yale, 29 April 1913; L. M. Gensman to Burgess, Burgess & Christmen, 29 April 1913, Gensman Coll., M.G.P.

<sup>41</sup>L. M. Gensman to J. P. Bemrod, 8 January 1914; L. M. Gensman to A. A. Neisler, 16 September 1916, Gensman Coll., M.G.P.

<sup>42</sup>L. M. Gensman to Nicholas Gensman, 22 November 1910, Gensman Coll., M.G.P.

<sup>43</sup>L. M. Gensman to Nicholas Gensman, 7 December 1912, Gensman Coll., M.G.P.

<sup>44</sup>L. M. Gensman to Nicholas Gensman, 5 February 1915 and 5 February 1916; L. M. Gensman to George J. Gensman, 19 February 1916 and 18 July 1916, Gensman Coll., M.G.P.

<sup>45</sup>Second Cargill interview; Oklahoma, Comanche County, Office of the County Clerk, "Deed" from David A. Myers and Daisy M. Myers to Loren M. Gensman, Book 25, p. 425, 19 March 1904; "Deed" from Loren M. Gensman and Lucia E. Gensman, to C. A. Atchinson, Book 179, p. 60, 20 April 1920.

<sup>46</sup>Oklahoma, Comanche County, Office of the County Clerk, "Administrator's Deed" from the estate of Henry A. Cook to Loren M. Gensman, Book 57, p. 385, 19 April 1909.

<sup>47</sup>Oklahoma, Comanche County, Office of the County Clerk, "Deed" from A. G. Morris and Hettie R. Morris to L. M. Gensman, Book 118, p. 643, 14 October 1910.

<sup>48</sup>Oklahoma, Comanche County, Office of the County Clerk, "Mortgage" from L. M. Gensman to Hettie R. Morris, Book 103, p. 120, 14 October 1910.

<sup>49</sup>L. M. Gensman to Nicholas Gensman, 26 December 1910; L. M. Gensman to George Gensman, 31 January 1911, Gensman Coll., M.G.P.

<sup>50</sup>L. M. Gensman to Fairbanks, Morse & Co., 28 January 1911; Fairbanks, Morse & Co. to L. M. Gensman, 31 January 1911; L. M. Gensman to George J. Gensman, 31 January 1911; George J. Gensman to L. M. Gensman, 2 February 1911; L. M. Gensman to Nicholas Gensman, 24 July 1911 and 5 February 1916, Gensman Coll., M.G.P.; Oklahoma, Comanche County, Office of the County Clerk, "Release of Mortgage," from Hettie R. Morris to L. M. Gensman, Book 131, p. 549, 2 January 1914.

<sup>51</sup>"Final Account of Executrix," p. 2.

<sup>52</sup>Lawton (Oklahoma) Weekly News, 5 February 1903; Lawton Constitution, 17 August 1905; Lawton (Oklahoma) Constitution Magazine Supplement, n.d. circa spring 1910, p. 20.

<sup>53</sup>Lawton Constitution, 4 May 1909, 24 May 1909, and 27 May 1909; L. M. Gensman to John P. Gensman, 19 June 1909; Lucia E. Gensman to L. M. Gensman, 4 July 1911 and 6 July 1911, Gensman Coll., M.G.P.

<sup>54</sup>L. M. Gensman to Credit Clearing House, 10 May 1915, Gensman Coll., W.H.C.

<sup>55</sup>Nye, Carbine, p. 317; Carter, "Voices," pp. 55-56; Lawton Constitution, 5 June 1909.

<sup>56</sup>O. C. Aubrey to Nicholas Gensman, 4 March 1913; L. M. Gensman to George and Dora Gensman, 28 March 1913; L. M. Gensman to Nicholas Gensman, 22 April 1913, Gensman Coll., M.G.P.

<sup>57</sup>L. M. Gensman to Nicholas Gensman, 1 November 1914 and 11 November 1914; L. M. Gensman to Credit Clearing House, 6 November

1914; L. M. Gensman to Fred Boyd, 11 November 1914; L. M. Gensman to Wylie Snow, 13 November 1914, Gensman Coll., M.G.P.

<sup>58</sup>L. M. Gensman to Joe Morse, 13 November 1914; L. M. Gensman to Nicholas Gensman, 14 November 1914 and 17 November 1914; Nicholas Gensman to L. M. Gensman, 19 November 1914, Gensman Coll., M.G.P.

<sup>59</sup>L. M. Gensman to Nicholas Gensman, 4 February 1913; Nicholas Gensman to L. M. Gensman, 19 November 1914 and 8 February 1915; L. M. Gensman to Nicholas Gensman, 25 May 1915, Gensman Coll., M.G.P.

<sup>60</sup>Robert Landers to L. M. Gensman, 15 July 1909 and 21 August 1909, Gensman Coll., M.G.P.

<sup>61</sup>Oklahoma, Comanche County, Office of the Court Clerk, "Deed" from Lawton Transit Co. to L. M. Gensman, Book 329, p. 312, 12 May 1914; L. M. Gensman to F. E. Gillette, 12 June 1914; L. M. Gensman to J. A. Wylie, 16 July 1915; L. M. Gensman to George J. Gensman, 19 February 1916; L. M. Gensman to J. W. Harreld, 19 July 1916, Gensman Coll., M.G.P.

<sup>62</sup>L. M. Gensman to B. M. Brunskill, 21 September 1916; L. M. Gensman to Arthur Geissler, 4 November 1916; L. M. Gensman to Dr. J. J. Sippy, 13 December 1916; L. M. Gensman to William Skelly, 5 November 1924, Gensman Coll., M.G.P.; L. M. Gensman to Owen Z. Worth, 9 December 1921; L. M. Gensman to Rex Gilbrath, 9 May 1922; L. M. Gensman to Wilbur Peawo, 18 December 1922, Gensman Coll., W.H.C.

<sup>63</sup>L. M. Gensman to F. E. Gillette, 26 May 1921; L. M. Gensman to William Maurer, 9 June 1921; L. M. Gensman to Rex Gilbrath, 8 December 1921, Gensman Coll., W.H.C.; L. M. Gensman to Senator J. W. Harreld, 29 June 1923, Gensman Coll., M.G.P.

<sup>64</sup>Scales, "Political History of Oklahoma," pp. 146-47, 199-200, 210-11, 265-66; Dangerfield and Ewing, "Oklahoma Politics," chap. 15, pp. 4-6, chap. 17, pp. 8-11, chap. 19, p. 8.

<sup>65</sup>L. M. Gensman to Marcus Dixon, 10 July 1915; L. M. Gensman to Edwards, Kramer & Edwards, 11 March 1920, Gensman Coll., M.G.P.

<sup>66</sup>Oklahoma, State Legislature, Session Laws, 1911, Salaries-County Judge and County Attorney, chap. 68, p. 152.

<sup>67</sup>Carter, "Voices," p. 72-73, 85.

<sup>68</sup>L. M. Gensman to Jacob Zimmerman, 9 September 1914; L. M. Gensman to C. L. Wilson, 9 September 1914; L. M. Gensman to T. C.

Shaffer, 22 October 1914; L. M. Gensman to E. L. Sutton, 29 October 1914; L. M. Gensman to J. C. Lindsley, 2 November 1914, Gensman Coll., M.G.P.

<sup>69</sup>Garin Burbank, When Farmers Voted Red, the Gospel of Socialism in the Oklahoma Countryside, 1910-24 (Westport, Conn.: Greenwood Press, 1976), pp. 96-99, 102-05. Although this study reveals the hostility that existed between small town, professional, middle-class Democrats who were agrarian landlords, it seems reasonable to assume that Republicans who were similiary situated did not view Socialism favorably and, moreover, that such Republicans did not appear to Socialists as likely proponents of Socialist principles.

<sup>70</sup>Lawton Constitution, 12 November 1914 and 14 November 1914.

## CHAPTER VI

### OIL AND POLITICS

Deprived of the chance to hold public office, Gensman in mid-November of 1914 informed a Kansas City colleague that he had temporarily retired from active political participation; and throughout the next year he energetically pursued his ambition to accumulate greater material wealth by expanding his law business and by investing further in outside enterprises.<sup>1</sup> In 1915 his efforts brought him an ample reward, the control of the commercial law business in Lawton. According to Gensman, one of the key ingredients to success in the collection trade consisted of achieving and maintaining the representations of the major national and regional collection agencies no matter what they charged while constantly demanding a decrease in the subscription rate and an increase in the size of the territory covered by the agencies' contracts. Moreover, Gensman declared that as long as the commercial business proved lucrative, he would continue to pursue this policy of monopolization of representations because it forestalled competition from other local attorneys.<sup>2</sup> Having achieved this position, an attorney who received claims that he deemed unworthy in terms of personal remuneration could afford to reject them and even suggest that agencies employ the service of another lawyer.<sup>3</sup>



Preoccupied with commercial business, Gensman in 1916 began systematically to attempt to extract extra fees for credit reports when the inquiry did not stem directly from the collection agencies. If forwarding houses, in particular such agencies as R. G. Dun and Company and the Bradstreet Company, whose principal business originated from credit inquiries, asked Gensman for an assessment of an individual's financial status, he conducted the investigation for an agreed fee; however, if perchance the client who had contracted the services of a collection agency chose to send his request straight to Gensman instead of channeling the inquiry through the official intermediary, Gensman billed the client one or two dollars for the report. Whether or not the client remitted this fee depended upon the extent of his knowledge of the agreement with the collection agencies. Generally speaking, the contract between the collection agency and its local representative obligated the agent to render credit reports to its clients without charge regardless of the manner in which the inquiry was sent.<sup>4</sup> Whatever compensation the agent realized, if any, for reporting came from the agencies. Unquestionably the squeezing of fees from unwitting wholesalers for credit inquiries violated his agreements with the collection houses, but nevertheless, the agencies did not initiate reprisals, thereby allowing Gensman to persist in this practice. Furthermore, the very lack of punitive action on the part of the collection agencies suggests that this conduct constituted the norm among attorneys in the commercial business rather than an example of outré behavior.

Throughout 1915 and 1916 the commercial portion of Gensman's law practice flowed as "smooth as the oleaginousness of ordinary goose

grease."<sup>5</sup> Evidencing the returns garnered from the commercial business, from November of 1917 through October of 1918, Gensman netted a profit of \$5,123.62. Significantly according to Gensman the profit during this period showed a substantial decline from previous years.<sup>6</sup> Intense involvement in the commercial business and its corresponding lucrative fees did not, however, cause Gensman to overlook other aspects of the practice of law that promised monetary rewards. Abstract examination, mortgage litigation, and divorces continued to compose integral parts of his legal work. In addition, his practice included a smattering of personal injury cases wherein he undertook to act as counsel for the plaintiff. Manifesting the advances that he had thus far achieved in the practice of law, Gensman declared to his father in July of 1915 that his legal business had grown to such proportions that he now had more clients than he could handle.<sup>7</sup>

By 1916 the Gensmans had attained the level of income that they believed sufficient for the building of a new home, the kind of residence that they had looked forward to constructing since 1911. In mid-January Gensman acquired the site for the proposed dwelling at a price of \$1500; and in the spring of 1916 construction of the house commenced. Just as he had lowered the construction cost of his downtown office building by purchasing materials wholesale, so did he lower the cost of the new residence by acquiring wholesale the bulk of materials from lumber to plumbing fixtures. To achieve this goal he had arranged with his cousin George to order the necessary materials through George's Enid hardware store and to have them shipped to Lawton. In early September the house stood ready for the Gensmans' occupancy.<sup>8</sup> Located in the most

fashionable quarter of Lawton, the new residence signified the epitome of gracious living. Consisting of two stories and a basement, it was a commodious dwelling for a childless couple. The spacious first floor contained a parlor, study, music room, dining room, two bedrooms, and a bathroom, while a large sleeping porch, bedroom, and bath filled the second floor.<sup>9</sup> So well did the house at 901 A suit the Gensmans' needs that uncharacteristically he never entertained the notion of selling the property for financial gain, unlike his other residential and agricultural property, and the house remained their permanent residence.

Acknowledging that the purchase of farms with the expectation of reselling them for a profit was a gamble, Gensman, in keeping with his past performance, proceeded in July of 1916 to add another farm to his rural holdings. Indicative of his belief that the value of agricultural land would subsequently rise, he considered his acquisition of 160 acres for \$2800 a genuine bargain which would allow an eventual profit. Not content with the extent of his rural and urban holdings, Gensman bought an additional piece of urban commercial property in December, 1917.<sup>10</sup> In contrast to the view of buying and selling rural farm land and urban residential property (with the exception of the house at 901 A) Gensman regarded his purchases of downtown commercial sites more lasting investments. Although he bought and sold many farms and residential lots, he never sold his home and downtown commercial real estate.

Gensman had earlier evinced an interest in engaging in the oil business, and discovery of oil near Healdton in August, 1913, further piqued a desire to engage in oil-speculating activities. The fortune that his former Lawton colleague Jake Hamon had accumulated and continued

to accumulate as one of the primary entrepreneurs of the Healdton field added spark to Gensman's enthusiasm to expand his participation in oil ventures. Modestly committing \$100 to the drilling of a well in the Healdton field in early February of 1916, in less than ten days, Gensman became co-owner of a gusher that had in that brief period produced \$2400 worth of oil. Even before the rig struck oil, a fellow speculator had tendered Gensman an offer of a farm free of incumbrances in exchange for his share of the well. Enraptured with this success, Gensman optimistically predicted that someday oil would be found in large amounts near Lawton. This conviction of a Lawton oil boom had even caused him to obtain an 80-acre mineral lease in the area.<sup>11</sup> Gensman was not unique in his belief that an enormous pool of oil lay close to Lawton simply waiting detection. Since 1905 the area had been the scene of intermittent drilling; the wells, however, had produced little or no oil. Still Lawton boosters clung to their faith that the area possessed the potential to gush with oil. Ultimately Lawtonians who had hoped to uncover oil in their backyards had to accept disappointment, for the area did not contain large deposits of oil. The closest Lawtonians ever came to realizing their expectations occurred in 1919 when extensive drilling in adjacent Cotton County outside the town of Walters resulted in discovery of fifty wells capable of only moderate production, and even this field was located over twenty-five miles from Lawton.<sup>12</sup> In common with his fellow citizens Gensman had nourished high hopes for the Lawton oil field; nevertheless, the failure of the area to materialize an oil bonanza did not cause Gensman to lose faith in the region's oil prospects. The farm had more than paid for itself, and while the 80-acre mineral

lease plus another 10-acre lease represented a deficit, Gensman offset this loss from the proceeds he had obtained through selling a 150-acre mineral lease, purchased for a dollar per acre and sold for twenty-five dollars per acre.<sup>13</sup>

Regardless of Gensman's attribution of his involvement in the oil business to his inherent love of gambling in a game that had high stakes and fast action, his description of the policy that he followed in making oil investments adequately showed that Gensman's oil ventures did not merely arise from a gambler's need for adventure and excitement. Recognizing the possibility that his leases might not contain oil, he hedged his purchase of mineral rights by marketing at least one-half of the lease to another person for more than he paid for the entire lease. The quite sizable return he garnered from vending 150 acres out of a 160-acre lease he had bought near Lawton demonstrates the degree of success that Gensman sometimes achieved with his formula.<sup>14</sup> By his own admission, the plan did not guarantee complete coverage of all losses. In one instance, at least, his modus operandi malfunctioned. Expecting to sell 40 acres of the lease to Jake Hamon and Frank L. Ketch, Gensman acquired in April, 1918, the mineral rights to 80 acres of land located in Cotton County; but their rejection of the proposition forced him to shoulder the entire cost of the lease.<sup>15</sup>

By 1916 the raging war in Europe and mounting American car purchases had expanded the market for oil and had caused a corresponding rise in the price of oil. The United States entry into World War I in April of 1917 further accelerated the demand for oil, thereby driving oil prices even higher. Cognizant of the world market for oil and its

increasing value Gensman extended in the summer of 1917 the scope of his oil ventures in order to take advantage of the circumstances. He discreetly purchased oil leases in Cotton, Kiowa, and Tillman counties, especially concentrating his efforts on the acquisition of mineral rights to Indian land. The 1916 resolution of the Oklahoma legislature exempting from state taxes oil and mineral leases of Indian lands under the wardship of the federal government, in addition to Gensman's collusion with an employee of the Kiowa Indian Agency to obtain advance information about oil leases, doubtlessly engendered Gensman's preference for securing oil leases located on restricted Indian land.<sup>16</sup> By the fall of 1917 Oklahoma attorneys along with other Oklahomans had fallen under the sway of oil fever, and Gensman readily took advantage of this craze.<sup>17</sup> Having bought his mineral rights cheaply, he proceeded to adhere to his plan, profitably selling large shares of his leases to insure against any losses and retaining personally 10 to 40 acres of the original lease. With oil prices soaring and the discovery of oil in the vicinity of his Kiowa County leases, in the spring of 1918 Gensman sold 40 acres of mineral rights for \$10,000. In light of his later assertion that he usually paid two to three dollars per acre for mineral rights and never more than five dollars per acre, the sum he realized from this one sale alone brought him a phenomenal return on his modest investment.<sup>18</sup>

Gensman claimed that overall he earned approximately \$100,000 in 1918. Yet, in the same breath he declared that comparable to money gained in a poker game, money gained from oil speculation could disappear with the next deal.<sup>19</sup> An acute awareness of the reversals that one could undergo in the oil business had fostered Gensman's plan of recoup-

ing his initial capital outlay through the selling of portions of leases; therefore, if the leases he retained proved worthless, he had not lost a cent. Moreover, for Gensman, speculating in oil merely represented a chance to profit from an outside source; consequently, oil interest never assumed paramountcy over law business. While oil ventures might net him a princely reward, the practice of law offered him a more steady and secure means of earning a comfortable living. In brief, according to his method of speculation Gensman had minimized the probabilities of monetary loss to almost nil and maximized the probabilities of financial gain.

The profits that Gensman earned from oil investments, particularly those acquired in 1918, did create a vexing problem, how to avoid payment of state and federal income tax on the revenue. Reflecting his political conservatism and his characteristic frugality, Gensman successfully evaded federal income taxes until 1918 and state income taxes until 1921.<sup>20</sup> To circumvent the payment of state income taxes, Gensman had resorted to such ploys as listing mortgages that he held in the name of his brother-in-law, William Van Cleef, who resided out of the state. Having recorded Van Cleef as the legal mortgagee, Gensman could safely collect the note payments and elude the state officials, for the income so derived was evidenced as belonging to Van Cleef and not to Gensman. In March of 1910, worried that an untimely demise might entangle his property in Van Cleef's estate, Gensman asked Van Cleef to sign both a mortgage assignment and a mortgage release.<sup>21</sup> Van Cleef's endorsement of these instruments with the date of issuance left blank accomplished two purposes. First, it insured that Gensman would have

title to the property in the likelihood that Van Cleef died prematurely; and, second, it allowed him to proceed to collect the payment of the note undetected. If Van Cleef had died prior to the fulfillment of the obligation, Gensman could have predated the mortgage assignment and filed it at the county court house, thereby securing his claim. Having taken care of the exigency that Van Cleef's untimely demise would have posed, Gensman continued to garner the mortgage payments and to dodge the state tax officials, for the mortgage remained legally recorded in Van Cleef's name. When the mortgagor finally discharged his debt, he received the release that Van Cleef had previously signed, thus perpetuating the guise of Van Cleef's ownership and leaving Gensman free from discovery. Furthermore, the obtaining of oil leases on Indian lands freed him from the worry of having to pay state taxes on any income he acquired from them because of the 1916 state resolution. Regarding the profits derived from other sources, Gensman persistently managed to conceal his yearly income from the scrutiny of state officials. In response to the request of Frank Carter, the state auditor, that Gensman file a tax report for the year 1919, Gensman tersely replied that even though the state excluded salaries of county officials from taxation, the money he earned from his county position or from any other source did not amount to \$3,000. That concluded the matter.<sup>22</sup>

Refusing still to pay the state income tax for the year of 1918, Gensman conceded the battle to the federal government in that he did pay federal taxes on a portion of his income earned in 1918. No doubt his acquisition of oil leases from the federal Indian agency at Anadarko partially affected his decision to comply with the law.



Gensman's payment of the federal income tax nevertheless did not signify complete acquiescence to the legal requirements regarding income taxes. During 1918 from his oil investments he had acquired approximately \$100,000, from his commercial law business, \$4856.15 for a ten-month period; and from the rent of the downstairs space of one office building alone, \$1500.<sup>23</sup> In order to avoid paying the surtax on net income over \$100,000 and to show that his net income did not exceed the \$20,000-or-under bracket that had a much lower levy, Gensman availed himself of every conceivable tax loophole. Certainly, he did not declare the full extent of his yield from oil investments and to counterbalance the yield that he did declare, he reinvested his monetary gains in the purchase of non-productive oil leases, leases which on the other hand evinced a potential for eventual production of oil. By concealing the exact figure of his profit and by claiming his non-productive leases as losses, Gensman could assert on his tax schedule that his liabilities more than equaled his assets. While the pursuance of this policy deprived him of enjoying the full benefits of his oil money, it did render him the satisfaction of having outwitted the Internal Revenue Service.<sup>24</sup> Because the revenues arising from legal work and rent of real estate often consisted of cash, the obscuring of the exact amount of profit from eyes of government officials did not pose a great problem for Gensman.

Having accumulated a substantial, tax-free nest egg in the years prior to the 1930's, Gensman began to abandon the long standing habit of evading full payment of federal and state income taxes on his bona fide annual gains. By the early 1940's he had employed the services of a tax accountant to determine the exact sum he owed to the

United States and the state of Oklahoma; and, henceforth, he acquitted the proper amount to the respective authorities. Noteworthily, by this date, Gensman's active engagement in oil speculation had ceased and his law practice was restricted exclusively to a few select cases per year.<sup>25</sup>

In addition to effecting higher oil prices and federal surtax on incomes above \$100,000, the entry of the United States into World War I in April, 1917, brought the city of Lawton out of the economic doldrums and initiated a boom. Whereas in 1915 Fort Sill had contained a military complement of 1182 men, the army under President Woodrow Wilson's orders had dispatched these troops to combat the recurring crisis in Mexico during 1916 and had left the post virtually abandoned. After the United States' declaration of war, the Army quickly revitalized the post and its field artillery school; and the subsequent stationing of officers at Fort Sill for training gave the local economy a boost.<sup>26</sup> On June 11, 1917, the city's economic prospects brightened further when Lawtonians learned that the vigorous efforts of local businessmen and Congressman Scott Ferris had resulted in the selection of Fort Sill by the Army as a cantonment site for the combat training of over 30,000 draftees.<sup>27</sup>

The surge of soldiers, military dependents, and newly hired civilian employees abruptly transformed the small city into a thriving metropolis. Lawton teemed with the excitement generated by the arrival of throngs of people, the creation of new jobs, and the promise of affluence. By October, 1917, Gensman opined that the city had become quite "a hummer".<sup>28</sup> Overall, businessmen basked in prosperity, and a

general aura of material well-being enveloped the populace. Corresponding to the situation in the United States as a whole, war-time conditions also stimulated a rise in moral intolerance. That racial prejudice and discrimination already existed is evidenced by the importance that local newspapers assigned to the issues of racial segregation and black political disfranchisement in the early 1900's.<sup>29</sup> Parallel to the other communities in Oklahoma and throughout the nation, the federal government's campaign to arouse the public's support of the war through anti-German propaganda produced an atmosphere of high-pitched patriotic fervor. The Business Men's Club, the city's most prestigious men's organization, demanded that citizens fill the requisite liberty bond quota assigned to the county during each successive drive and publicly labeled as slackers those persons who had not registered for the national conscription. The local press daily exhorted citizens to watch their neighbors, particularly those having German names or origins, for signs of disloyalty and to report instantly to the Justice Department any manifestations of treason.<sup>30</sup> In response to the request of the military authorities at Fort Sill, Lawton businessmen and city officials organized an intensive campaign against vice and voluntarily decided to investigate the charging of exorbitant rents by local landlords.<sup>31</sup>

In contrast to the general affluence enjoyed by Lawton businesses during 1917 and 1918, wartime prosperity did not alleviate the depressed state of Gensman's commercial business, which represented the mainstay of his law practice; and collections continued to drop. By December of 1916 Gensman had observed a definite decline in the profits stemming from the commercial business. The year 1917 brought a further

reduction in his income from collections. As the volume of claims and corresponding fees steadily continued to drop in the first half of 1918, Gensman determined that he had to find another outlet for his professional talent in order to increase his yearly earnings from the practice of law.<sup>32</sup> Reviewing the options open to an attorney, Gensman once again perceived that election to political office offered him the best prospects of acquiring adequate monetary rewards for the time and labor required. Moreover, Gensman's cognizance that collections did not necessitate the services of an attorney in conjunction with a probable awareness that a new national trend among major creditors had already manifested itself, the placing of claims with straightforward collection companies neither controlled by attorneys nor employing lawyers for the routine importuning of claims, spurred him to seek another lucrative avenue for his professional ability. According to his prognosis, the commercial law business would persistently deteriorate as a productive field of legal enterprise. Having thus ascertained that the procurement of a political office would meet his prerequisites, Gensman resolved to run for the position of Comanche County attorney in the summer of 1918.<sup>33</sup>

Although Gensman had forsworn active politicking after his unsuccessful bid for county judge in the fall of 1914, by the fall of 1915 propaganda released by Grant R. McCullough, a member of the state Republican committee, for the purpose of soliciting support for the selection of Harry F. Sinclair to the position of national Republican committeeman from Oklahoma piqued Gensman's political curiosity. Enthusiastically Gensman declared that he would endorse Sinclair's proposed 1916 race for party national committeeman. In keeping with Gensman's character, the

notion of forming a friendship with the powerful oil magnate prompted his favorable response, for in correspondence with McCullough, he emphasized that, like Sinclair, he had attended the University of Kansas; and, more importantly, he requested that his letters of endorsement be sent to Sinclair and that Sinclair personally acknowledge their receipt.<sup>34</sup> The year 1916 marked the resumption of Gensman's active political participation. With the diminishing of Sinclair's evanescent campaign, Gensman adroitly switched support to his old colleague, James J. McGraw.<sup>35</sup> Gensman's commitment to McGraw's bid to oust Jim Harris from the position of National Republican committeeman revealed an astute sniffing of the direction of Oklahoma Republican political winds. Besides Gensman, the McGraw camp included such well-known Oklahoma Republicans as John Fields, former candidate for governor in 1914 and future candidate in 1922; Bird McGuire, former territorial delegate and congressman; and Jake Hamon, who not only had secured a fortune in oil but also had become a power in the state Republican party. In the ensuing battle for national committeeman and the concomitant control of the state Republican party, McGraw triumphed.<sup>36</sup> Nor did Gensman confine his energies merely to working for McGraw. Throughout the fall of 1916 he stumped Comanche County in behalf of the Republican candidates for county attorney, treasurer, sheriff, and assessor and for the Republican candidate for president, Charles Evan Hughes.<sup>37</sup> With his Republican fences in good order, Gensman sallied forth in the summer of 1918 free from the worry that internecine Republican strife would adversely affect his selection as the Republican nominee for county attorney.

While election to the office of county attorney would restrict

Gensman from privately practicing law, the office furnished the recipient with an annual stipend of \$2,000, an amount that would readily compensate for the reduction in income that Gensman currently experienced in his private law practice owing to the deterioration of the commercial business. The position, too, offered the occupant an additional incentive by providing that the county attorney would receive twenty-five percent of all forfeited bonds personally obtained. Moreover, as Gensman emphatically pointed out, if he won election, the attainment of the office would not prohibit him from making routine collections or from compiling credit ratings. By securing one more attorney in his private law office, he could persevere in the commercial business following the same plan he had posulated in the event that he had won the race for county judge. Gensman still perceived another advantage that would come from attaining the position of county attorney: it would allow him more time to devote to his oil and real estate ventures. Owing to the legislative provision for the hiring of assistant county attorneys in the more heavily populated counties of the state, the number of Comanche County inhabitants entitled the county attorney to employ one assistant, which would decrease the work load of county attorney to manageable proportions.<sup>38</sup>

The seeking of public office in order to augment one's income was not an anomaly among Lawton attorneys. Granted that the monetary incentive might not have stimulated their political aspirations as much as it did Gensman's, surely the prospect of acquiring a guaranteed annual income did not deter such Lawton attorneys as Thomas P. Gore, Scott Ferris, Elmer Thomas, Charles Black, and J.A. Diffendaffer from

running for office, considering that none of these lawyers had established a flourishing law practice prior to their election to public posts.<sup>39</sup> Hence, in attempting to achieve election to office for the purpose of monetary gain, Gensman followed a path well-beaten by local attorneys.

In his race for county attorney, Gensman realized that he had to overcome two handicaps. First, he was a Republican in the midst of a Democratic bastion; and second, he bore a Gensman name at a time when anyone who had a soupcon of German origins risked public censorship. In surmounting these difficulties, local circumstances proved highly favorable for Gensman. Having achieved the endorsement of the Comanche County Republicans as the party nominee for county attorney, Gensman's chances improved substantially when internal strife divided county Democrats. One faction of the Democrats supported by the Lawton News favored the nomination of former Lawton mayor, Leslie P. Ross, for county attorney; and the other faction supported by the Lawton Constitution favored the nomination of the incumbent county attorney, Joe S. Rhinefort. While the Constitution censored Ross for his reputed gambling interests, the News attacked Rhinefort's alleged pro-German sympathies.<sup>40</sup> Nor did Rhinefort's winning of the county Democratic primary in August of 1918 reconcile the opposing faction, and immediately after Rhinefort's primary victory, the News proceeded to intensify its crusade against Rhinefort's re-election. Owing to the News' relentless attacks upon his German origin and the alleged disloyalty of his brother Ben, Joe Rhinefort hoped to placate his political enemies and to show his patriotism by enlisting in the Army in the early fall of 1918. His

effort was in vain, for the News persisted in opposing him.<sup>41</sup> The busy engagement of both the local Democratic newspapers in either vindicating or castigating Rhinefort distracted their attention from the Republican candidate's obvious German ancestry, thereby relieving Gensman of the opprobrium that his name might have engendered. Having anticipated that his German name would pose an obstacle to his election and having planned to avow publicly that he stemmed from French ancestry, using sworn testimony from relatives if necessary, one can imagine the relief that Gensman felt when the exigency of this defense never arose.<sup>42</sup> Moreover, the county Democrats' persistent internal embroilment dissipated their strength, and as a result the outlook for Republican candidates for county office to win at the polls in November improved daily.

With his campaign for county attorney advancing smoothly, in mid-August of 1918 an unexpected problem of possible military conscription suddenly confronted Gensman. Owing to his age, physical condition and to the Allied victories, Gensman had not envisioned induction into the Army as a soldier destined for overseas combat nor did he relish the idea of this type of military service. Congressional expansion of the draft registration to include all men between the ages of 18 and 45, however, compelled Gensman to recognize that he might be drafted.<sup>43</sup> Endeavoring to ameliorate his draft status, on August 20, 1918, Gensman queried both Republican National Committeeman James J. McGraw and Congressman Scott Ferris regarding the likelihood of obtaining a commission in the Army Judge Advocate General's Corps. With the hope of eliciting additional information concerning his eligibility for the post



and the attendant duties, he wrote to an acquaintance assigned to the Corps.<sup>44</sup>

While securing an appointment as a judge advocate would not have released Gensman from military service, it would have nevertheless freed him from the rigors and risks endured by enlisted personnel assigned to the battlefield, precisely the hazards that Gensman fervently sought to avoid. Henry McGraw, James J. McGraw's younger brother, also exhibited the same distaste for combat duty as a non-commissioned soldier that Gensman did. In contrast to his brother's pronouncement that Henry would enlist at once, the younger McGraw declared to Gensman that because he believed that the military would not draft men of their age he did not intend to join the Army voluntarily at that time.<sup>45</sup> Having ascertained that he stood little chance of gaining admission into the Judge Advocate General's Corps, Gensman, like McGraw, adopted a wait-and-see attitude toward military service.<sup>46</sup> That another of Gensman's acquaintances who resided in Washington and was also approximately forty-years old expressed sentiments similar to Gensman and McGraw's concerning possible conscription lends credence to the supposition that Gensman's desire to avoid conscription if at all possible did not constitute an uncommon attitude among older, American middle-class business and professional men.<sup>47</sup>

Although the thought of conscription had greatly aroused Gensman's anxiety, it had not deterred him from energetically politicking for county office. Through a vigorous letter writing campaign, Gensman, without a qualm, solicited the absentee votes of local men fulfilling their military obligation. Nor did he deem it unpatriotic to

seek the votes of the few extant Socialists in Comanche County, and he instructed his rural confederates to speak to them on his behalf.<sup>48</sup>

Already benefiting greatly from the county Democrats' factionalism, Gensman's drive for county attorney received an additional boost in late October of 1918 when the Army ordered Joe Rhinefort, the Democratic candidate, to report directly for military training. Incensed that Rhinefort would have to exchange the campaign trail and public office for training camp while Gensman remained unfettered, the Lawton Constitution pointed out that not only had Gensman failed to enlist but also he had neglected to announce a date for his enlistment.<sup>49</sup> If the Constitution presumed that its public rebuke would compel Gensman to enlist and cease his campaign efforts, the newspaper gravely erred in its assumption, for Gensman neither volunteered for military service nor abated his politicking.

At last, November fifth, the decisive day arrived. By a narrow margin of 73 votes, Gensman defeated Rhinefort and, owing to Rhinefort's October induction, immediately assumed the position of county attorney. Besides Gensman's victory, Republican candidates for county clerk and for third-district county commissioner triumphed at the polls; yet on the state and national level Democratic candidates received the sound endorsement of Comanche county voters.<sup>50</sup> Significantly on November 11, 1918, a broken and beaten Germany signed an armistice with the Allies, thus ending World War I and consequently freeing Gensman from the anxiety of conscription.

Firmly convinced that by and large the defense of those accused of having committed a crime comprised a non-remunerating endeavor for

attorneys acting in their private capacity, Gensman had striven to limit his practice chiefly to the pursuit of civil law.<sup>51</sup> The election to the office of county attorney hence marked his first large-scale involvement with criminal law. Since only fragmentary records of the county court exist, one cannot describe in detail Gensman's career as county attorney. The partial records in conjunction with personal correspondence and later political activities do, however, offer some evidence of Gensman's attitudes and behavior. Among the twenty-eight adequately documented felony cases prosecuted by Gensman between January 2 and August 29, 1919, juries found six defendants guilty of charges and acquitted two defendants, nine of the accused pleaded guilty at the advice of counsel, the county attorney moved to dismiss the charges against eight of the persons, and the district judge released two defendants for lack of sufficient evidence.<sup>52</sup>

If the criminal accusation against a person stemmed from an alleged violation of Oklahoma's prohibition statutes, Gensman preferred whenever feasible not to initiate legal proceedings. According to his interpretation, Oklahoma's prohibition laws had as their primary purpose the prevention of "trafficking in whisky" rather than the prevention of personal possession and consumption. Accordingly, with the exception of reputed large-volume bootleggers, Gensman tended not to prosecute persons charged with the misdemeanors of possession and transportation of liquor.<sup>53</sup> In general, Gensman's attitude and behavior toward minor violations of the state liquor laws manifested a persistent distaste for prohibition, a distaste previously exemplified by his assistance to out-of-state liquor dealers and his admitted moderate imbibing. Gensman's

correspondence to State Senator Elmer Thomas in 1917 asking that Thomas introduce and support an amendment to the liquor laws that would enable a person to obtain alcoholic substances for medicinal purposes further evidences Gensman's repugnance for prohibition.<sup>54</sup> Unfortunately, Gensman's widely known stance on prohibition haunted him later.

Because State District Judge Cham Jones had consistently suspended the sentences of certain persons whom juries had found guilty, by December of 1919 Gensman decided that he would no longer attempt to prosecute persons twenty-one years old or under accused for the first time with the commission of such crimes as robbery and prostitution. In light of the judge's behavior, Gensman asserted that the detention and trial of these individuals constituted merely a waste of the county's money, for they would invariably go free.<sup>55</sup> That Gensman encountered no adverse criticism concerning his conduct as county attorney in subsequent races for public office with the exception of his treatment of alleged violators of the prohibition laws offers further substantiation that in fulfilling the duties of the position, Gensman's performance by and large satisfied the citizens of Comanche County.<sup>56</sup>

Gensman had occupied his position for barely one month when he received a circular letter from the newly elected Lincoln County attorney, Thomas G. Andrews, soliciting Gensman's support of a modification of the state law that would effect an increase in the earnings of county attorneys by either raising their salaries or by permitting them to engage in limited private practice. Like most propositions that promised a monetary return without entailing an onerous outlay of time and money, Andrew's suggestion engendered favorable reactions from Gensman

and numerous other county attorneys. The idea of augmenting their incomes had also occurred to the newly elected Garfield and McClain county attorneys with the result that Ernest F. Smith, Garfield County attorney-elect, had even formulated a draft for a bill that would achieve this desired aim.<sup>57</sup> Having ascertained that they had the prerequisite support, the leaders of the movement called for a meeting of all those interested in obtaining the amendment for January 17, 1919, in order to present their demands to the state legislature and lobby for the passage of the proposed bill that the Garfield County attorney had devised. In the midst of a trial, Gensman could not attend the scheduled meeting of the county attorneys. His enthusiasm for the measure, however, had not diminished, and he endeavored to gain State Senator Thomas' unstinting endorsement of the proposed piece of legislation.<sup>58</sup> While the county attorneys rejoiced in procuring introduction of their bill, the state legislature soon dashed their hopes by passing a motion in late January of 1919 postponing further discussion on the bill. Moreover, Senator Thomas informed Gensman that because a large number of the legislators were attorneys who also engaged in private practice they would not enact any measure that threatened their self-interests.<sup>59</sup>

Even before the state legislature had squashed the proposal of the county attorneys in early 1919, the city of Lawton had already felt the impact of the post-war depression that would subsequently envelope the rest of the state and the nation in 1920 and 1921. The closing of the cantonment at Fort Sill and the rapid demobilization of military personnel had brought an end to the brief boom that the city had enjoyed. Population and prosperity vanished almost overnight, and Lawton business

and professional men eagerly sought a way to rectify the situation.<sup>60</sup> A member of the Lawton Business Men's Club, Gensman with a touch of prescience suggested to the club that the attraction of industry, especially manufacturers of coarse cotton cloth, might provide a means for Lawton's economic recovery. Recognizing that the higher wages demanded by Western laborers had retarded the location of factories in the West, Gensman asserted that if Lawton stressed its abundant power supply, its close proximity to the raw material, and its ready-made market for the products of the factory, the city could overcome the hurdle of high wages and entice cotton manufacturers to establish factories in the area.<sup>61</sup> Apparently Gensman's cohorts did not share this view; his proposal generated little interest among them.

With the previously mentioned discovery of oil in adjacent Cotton County during February of 1919, Lawtonians believed that they had found a panacea to the city's economic ills; but this expectation quickly disappeared. The field was simply too modest and too far away to affect Lawton's economy.<sup>62</sup> No easy salvation to the city's economic predicament presented itself, and Lawtonians had to readjust their sights and prepare for a period of austerity.

Although the sudden decline of Lawton's economic potential dismayed Gensman, it did not thwart his ambition to enhance his wealth. The county attorney's salary, the profits from his commercial business, and the returns from his oil and real estate ventures had insured Gensman's economic well-being; but instead of resting, Gensman, at the age of forty-one, worked as diligently as one in dire economic straits. Suggesting an awareness that the value of urban and rural property would

not rise in the near future, Gensman eschewed the purchase of farms and urban commercial and residential lots from 1919 to 1925.

In contrast, the high price that oil still commanded prompted Gensman's continued participation in oil speculation. In March of 1919 Gensman negotiated a contract with Lone Star Gas Company to drill for natural gas on an 1000-acre mineral lease situated in Comanche County and owned by Gensman and several associates. If perchance the company located natural gas, Gensman would benefit greatly from his share of the royalties. If on the other hand, the exploratory well showed no promise of producing a sufficient volume of natural gas, Lone Star Gas assumed all the expense for the preliminary drilling.<sup>63</sup> Having negotiated a means to earn a possible return from one of his heretofore worthless leases in Comanche County without incurring a pecuniary loss, Gensman concentrated his speculative energies on obtaining the mineral rights to Indian lands in the vicinity of the recently opened Cement field. By September of 1919, the Bureau of Indian Affairs had transferred Gensman's inside man, Agent Bretschneider, and the Superintendent of the Kiowa Agency, C. V. Stinchecum, had personally undertaken the management of the leasing of Indian mineral rights. Compelled to deal with the straightforward Stinchecum, Gensman began to encounter some difficulty in the acquisition of leases; nevertheless, his enthusiasm for procuring Indian mineral rights did not abate even though Stinchecum demanded that all prospective purchasers strictly adhere to the Bureau's regulations concerning the leasing of Indian mineral rights and pay the full market value for these leases, a new experience for Gensman who had grown accustomed to disregarding the Bureau's designated procedures and rules

and to purchasing leases for an amount less than their market value.<sup>64</sup>

Gensman's busy involvement with the prosecution of alleged criminals and with outside oil ventures did not lessen his interest in the commercial business. To perpetuate his dominance of the commercial business in Lawton and the surrounding area, he emphatically informed the Credit Clearing House that his recent election to the office of county attorney would not prevent him from importuning debtors and that he had added another attorney, J. A. Diffendaffer, to his office staff to take care of any necessary legal actions. To thwart competitors, Gensman consistently questioned Credit Clearing House officials about the number of claims forwarded to southwest Oklahoma, and in the same letters reminded them of the service he had rendered them.

In contrast to economic decline witnessed by Lawton business in general, throughout most of 1919, claims poured into Gensman's collection office and the proceeds from commercial business mounted.<sup>65</sup> But by December of 1920 the commercial business had again suffered a reversal. Claims and fees rapidly dwindled. To discern what had precipitated this sudden slump in collections, Gensman queried officials of the Credit Clearing House concerning the general conditions of the adjustment business. Coinciding in their opinions, R. C. Graham and W. H. Feasel advised Gensman that the commercial business all over the nation had decreased drastically and that Gensman could anticipate no improvement in the near future. Manufacturers had reduced their output and created a paucity of goods; and because the demand for goods had outstripped the supply, creditors had limited their sales to cash customers.<sup>66</sup> Indubitably these tidings had an influence on Gensman's plans.



Granted, that the acquisition of wealth constituted Gensman's paramount priority, the 1919 portents of an impending battle among state Republican leaders for the coveted prize of national Republican committeeman and the attendant control of the state organization had not escaped his notice. The summer of 1919 marked the emergence of the top contenders for Republican national committeeman, J. J. McGraw, the incumbent national committeeman, Jake Hamon, and John Embry.<sup>67</sup> If Gensman had ever hesitated about transferring his support from McGraw to one of the other contestants, McGraw's tart reply to Gensman's correspondence concerning the draft and the attainment of an appointment to the Judge Advocate General's Corps unquestionably tipped the scales, for the letter had distinctly insinuated that Gensman's wish to avoid conscription signified a lack of patriotism. By July of 1919 Gensman had decided to cast his lot with Hamon. Not only did Gensman vigorously seek to secure the support of Comanche County Republicans, but also, he worked to achieve the Tillman County Republicans' endorsement of Hamon.<sup>68</sup> Hamon's wire to Gensman on January 23, 1920, stating that he depended on Gensman and other friends "to carry Comanche County" for him exemplified the importance that he attached to Gensman's ability to place Comanche County firmly behind him. Nor did Gensman fail to meet Hamon's expectation. At the spring state Republican convention of 1920, the delegates from Comanche County unanimously endorsed Hamon.<sup>69</sup>

Having determined that Hamon would in all likelihood win the race for Republican national committeeman and having considered the economic prognosis for business, Gensman announced in January of 1920 his intention of running for the seat of sixth-district congressman.

Indicative of Gensman's popularity among the Republicans of the sixth district, both the Jefferson County and the Cotton County Republican conventions had tendered Gensman their full support by January 28, 1920.<sup>70</sup>

Owing to the controversy that his Catholicism had sparked, McGraw withdrew from the internal struggle for control of the state Republican organization, and Hamon handily triumphed over Embry at the state convention in the spring of 1920. While Hamon had to secure the sanction of the national party during its formal assembly in the summer, the securing of the national party's blessing represented merely a token gesture since it had become customary to endorse automatically the candidates that the state delegation recommended. In accordance with its established precedent, the National Republican Party duly proclaimed Hamon the national committeeman from Oklahoma.<sup>71</sup>

After having secured the endorsement of over half of the state's county Republican conventions and of the sixth-district Republican assembly, Gensman on March 4, 1920, confidently declared to his father that he would win the Republican nomination for sixth-district congressman in August. Further evincing his assurance of obtaining the nomination, Gensman had started to appraise the field from which his Democratic opponent would be selected. Among the potential Democratic candidates, J. Elmer Thomas appeared to have the lead, a lead that Gensman hoped would result in Thomas' nomination. If Gensman fortuitously drew Thomas as his opponent, the issue of Lawton's domination of the sixth-district congressional seat would not arise. In mid-April of 1920 Hamon's pledge to support Gensman's bid added more impetus to Gensman's drive for the

Republican nomination.<sup>72</sup>

Just as his desire to earn money had motivated Gensman to run for county attorney so did it prompt him to enter the race for sixth-district congressman. Ascertaining that profits from collections would persistently decline and that fees derived from the private practice of law would not increase owing to Lawton's lack of potential for population growth, Gensman had determined that the position of United States congressman offered him the opportunity to achieve a guaranteed annual income.<sup>73</sup> In contrast to the yearly salary of \$2000 earned by a county attorney, the salary of a congressman in 1920 was \$7500. Besides the attainment of a higher salary, the position of congressman, unlike the position of the county attorney, did not prohibit the holder from maintaining a private law practice or from pursuing any other legitimate business enterprise.<sup>74</sup> With the prospect of attaining an ample livelihood from the private practice of law greatly diminished, election to public office would provide Gensman with an assured source of revenue. The pecuniary benefit that congressman received so far outweighed the salary of a county attorney in Oklahoma that Gensman never entertained the notion of seeking re-election to the latter office.

Although the state Republicans had embroiled themselves in an intense battle over the question of national committeeman, they had resolved their differences in the spring of 1920; and by summer the Republicans had united in their efforts to win the forthcoming general election. Because 1920 constituted a presidential election year and for Oklahomans a senatorial election year, the general election stimulated much excitement. Dissimilar to the state Republicans, the state

Democrats in the summer of 1920 had not reconciled their differences, and dissension and strife wracked the party. Conflict over the party's two major contenders for the nomination of United States senator the incumbent Thomas P. Gore and Congressman Scott Ferris, had engendered heated controversy. Whereas prior to the United States' entrance into World War I the majority of Oklahoma Democrats had admired and respected Gore, many of the state's Democrats had reversed their opinions of him because of his opposition to the war and to the policies of President Woodrow Wilson. Scorn and shame replaced adoration and veneration.<sup>75</sup> On the other hand, Gore's opponent, Ferris, had also made political enemies during his long service as sixth-district congressman, enemies like the owner of the Lawton News, John C. Keys.<sup>76</sup>

Ferris' victory in the August Democratic primary did not heal the chasm in the Oklahoma Democratic party, and such irreconcilables as the Lawton News did not tender their support to Ferris. In addition to awarding Ferris the nomination for senator, the Democrats awarded Thomas the nomination for sixth-district congressman.<sup>77</sup> Gensman's wish had become a reality. Unfortunately for Thomas, he too fell victim to the internecine factionalism that riddled the state Democratic party. At the August primary, sixth-district Republicans gave Gensman their official approval and from mid-August to early November, Gensman vigorously campaigned throughout the district, speaking at rallies, distributing campaign cards, and placing political advertisements in local newspapers.<sup>78</sup>

Analogous to the reward reaped from divisiveness of Comanche County Democrats in 1918, Gensman's election to Congress in 1920 stemmed

directly from the divisiveness of sixth-district Democrats. Gensman again won by a slim margin, 777 votes. While he had carried the counties of Blaine, Caddo, Canadian, and Kingfisher, his Democratic opponent, Thomas, had won the majority of votes in Cotton, Grady, Jefferson, and Stephens counties.<sup>79</sup> Significantly, Thomas had defeated Gensman in Comanche County by a mere 22 votes. Corresponding to Gensman's surprise upset in the sixth-district race, an impressive number of Republican candidates for national, state, and local office won the unexpected endorsement of Oklahoma voters on November 2, 1920. A plurality of voters had cast their ballots for Warren G. Harding, the Republican presidential candidate and for John W. Harreld, the party's senatorial nominee. On the state level, Republican representation in the state legislature rose dramatically. They achieved a majority in the lower house and increased their numbers in the upper house to seventeen. In Comanche County, voters also selected Republicans for the bulk of county offices. Overall for the GOP, 1920 had proved a fruitful year.<sup>80</sup> On the Oklahoma level, the party enjoyed its first major success since statehood; and on the national level, the party had regained its ascendancy.

## CHAPTER VI

### NOTES

<sup>1</sup>L. M. Gensman to Fred Boyd, 11 November 1914, Gensman Coll., M.G.P.

<sup>2</sup>L. M. Gensman to Gustave A. Erixon, 4 February 1915, Gensman Coll., M.G.P.

<sup>3</sup>L. M. Gensman to A. M. Billings, 4 May 1918, Gensman Coll., M.G.P.

<sup>4</sup>L. M. Gensman to Cantrell Clothing Co., 4 January 1916; L. M. Gensman to Cahill Shoe Co., 1 June 1916; H. T. Poindexter to L. M. Gensman, 16 January 1917; L. M. Gensman to A. R. Easton, 17 January 1918; L. M. Gensman to Bradstreet & Co., 26 February 1918, Gensman Coll., M.G.P.

<sup>5</sup>Gensman frequently used this phrase to describe the condition of his business and the status of his personal life, e.g., in his letter to William Van Cleef, 19 March 1910, Gensman Coll., M.G.P.

<sup>6</sup>L. M. Gensman to Everett Petry, 6 November 1918 and 15 November 1918, Gensman Coll., M.G.P.

<sup>7</sup>L. M. Gensman to Nicholas Gensman, 6 July 1915; L. M. Gensman to Clyde Allphin, 17 April 1920, Gensman Coll., M.G.P.

<sup>8</sup>Lucia Gensman to Loren M. Gensman, 6 July 1911; L. M. Gensman to George Gensman, 19 February 1916 and 18 July 1916; L. M. Gensman to Mr. Brady, 23 September 1916, Gensman Coll., M.G.P.; Oklahoma, Comanche County, Office of the County Clerk, "Deed" from Vista Couca to L. M. Gensman, Book 155, p. 210, 15 January 1915.

<sup>9</sup>Second Cargill interview.

<sup>10</sup>L. M. Gensman to George Gensman, 18 July 1916, Gensman Coll., M.G.P.; Oklahoma, Comanche County, Office of the County Clerk, "Deed" from Adam Brown to L. M. Gensman, Book 162, p. 178, 26 December 1917.

<sup>11</sup>L. M. Gensman to W. R. Julian, 16 January 1916; L. M. Gensman to Nickolas Gensman, 5 February 1916 and 1 July 1916; L. M. Gensman to J. Q. A. Norton, 14 August 1916, Gensman Coll., M.G.P.

<sup>12</sup>Carter, "Voices," pp. 107-09.

<sup>13</sup>L. M. Gensman to Nicholas Gensman, 1 July 1916, Gensman Coll., M.G.P.

<sup>14</sup>L. M. Gensman to Nicholas Gensman, 20 October 1917; L. M. Gensman to Rich J. Penny, 26 September 1917, Gensman Coll., M.G.P.

<sup>15</sup>Frank L. Ketch to L. M. Gensman, 29 April 1918, Gensman Coll., M.G.P.

<sup>16</sup>Oklahoma, State Legislature, Extraordinary Session Laws, 1916 House Joint Resolution, February 4, 1916, p. 140; L. M. Gensman to Jake Hamon, 28 January 1918, Gensman Coll., M.G.P.

<sup>17</sup>L. M. Gensman to Cham Jones, 10 October 1917; O. H. Searcy to L. M. Gensman, 12 October 1917; L. M. Gensman to Nicholas Gensman, 20 October 1917; L. M. Gensman to W. F. Wilson, 19 September 1918; W. F. Wilson to L. M. Gensman, 21 September 1918, Gensman Coll., M.G.P.

<sup>18</sup>L. M. Gensman to Nicholas Gensman, 25 May 1918; L. M. Gensman to W. H. Feasel, 2 January 1920, Gensman Coll., M.G.P.

<sup>19</sup>L. M. Gensman to Roy Bernard, 19 May 1919, Gensman Coll., W.H.C.; L. M. Gensman to Claud B. Birkheard, 24 July 1919; L. M. Gensman to W. H. Feasel, 2 January 1920, Gensman Coll., M.G.P.

<sup>20</sup>L. M. Gensman to Herbert L. Bolen, 1 January 1917; Herbert L. Bolen, Internal Revenue Service to L. M. Gensman, 3 January 1917; L. M. Gensman to Frank Carter, 13 February 1920, Gensman Coll., M.G.P.

<sup>21</sup>L. M. Gensman to William Van Cleef, 19 March 1910, Gensman Coll., M.G.P.

<sup>22</sup>L. M. Gensman to Frank Carter, 13 February 1920, Gensman Coll., M.G.P.

<sup>23</sup>L. M. Gensman to Nicholas Gensman, 5 February 1915; L. M. Gensman to Everett Petry, 15 November 1918, Gensman Coll., M.G.P.; L. M. Gensman to Roy Bernard, 19 May 1919, Gensman Coll., W.H.C.

<sup>24</sup>L. M. Gensman to Frank McCoy, 13 April 1918, Gensman Coll., M.G.P.; L. M. Gensman to Roy Bernard, 19 May 1919, Gensman Coll., W.H.C.

<sup>25</sup>Jones interview.

<sup>26</sup>Lester L. Miller, comp., "Annual Report of the Morris Swett Library, 1978," United States Army Field Artillery School, Fort Sill, Oklahoma, 1978, p. 3; Nye, Carbine, p. 329; Carter, "Voices," p. 9.

<sup>27</sup>Lawton Constitution, 11 June 1917.

<sup>28</sup>Carter, "Voices," pp. 101-102; L. M. Gensman to Paul Yeoman, 17 October 1917; L. M. Gensman to Nicholas Gensman, 20 October 1917, Gensman Coll., M.G.P.

<sup>29</sup>Carter, "Voices," pp. 42-45.

<sup>30</sup>Scales, "Political History of Oklahoma," pp. 191-93; Lawton News, 10 September 1918, 11 September 1918, and 21 September 1918.

<sup>31</sup>Lawton News, 8 September 1918, 10 September 1918, 11 September 1918, 18 September 1918 and 21 September 1918.

<sup>32</sup>L. M. Gensman to Nicholas Gensman, 1 December 1916; L. M. Gensman to Everett Petry, 6 November 1918 and 15 November 1918, Gensman Coll., M.G.P.

<sup>33</sup>L. M. Gensman to George Gensman, 27 July 1918; L. M. Gensman to Edwards, Kramer & Edwards, 11 March 1920, Gensman Coll., M.G.P.; L. M. Gensman to Credit Clearing House, 7 January 1919; L. M. Gensman to Roy Bernard, 19 May 1919, Gensman Coll., W.H.C.; Lawton Constitution, 25 July 1918; Hofstadter, Age of Reform, p. 159.

<sup>34</sup>Grant R. McCullough to L. M. Gensman, 14 October 1915; L. M. Gensman to Grant R. McCullough, 15 October 1915 and 27 October 1915. Gensman Coll., M.G.P.

<sup>35</sup>L. M. Gensman to James J. McGraw, 1 February 1916 and 4 February 1916, Gensman Coll., M.G.P.



<sup>36</sup>Dangerfield and Ewing, "Oklahoma Politics," chap. 15, pp. 4-6.

<sup>37</sup>L. M. Gensman to B. M. Brunskill, 21 September 1916; L. M. Gensman to Arthur Geissler, 4 November 1916, Gensman Coll., M.G.P.

<sup>38</sup>Oklahoma, State Legislature, Session Laws, 1911, chap. 68, p. 152, Salaries-County Judge and County Attorney, Session Laws, 1917, Officers-County Attorney, chap. 201, p. 376; L. M. Gensman to Everett Petry, 6 November 1918, Gensman Coll., M.G.P.; L. M. Gensman to Credit Clearing House, 7 January 1919, Gensman Coll., W.H.C.

<sup>39</sup>Monroe Lee Billington, Thomas P. Gore (Lawrence: University of Kansas Press, 1967), pp. 11, 18, 179 (hereafter cited as Billington, Gore; Charles C. Black to Morris Heagy, 29 June 1909, Charles C. Black Collection, Museum of the Great Plains, Lawton, Oklahoma (hereafter cited as Black Coll., M.G.P.).

<sup>40</sup>Lawton Constitution, 29 July 1918; Lawton News, 31 July 1918; L. M. Gensman to George Gensman, 27 July 1918, Gensman Coll., M.G.P.

<sup>41</sup>Lawton News, 1 October 1918 and 6 November 1918; Lawton Constitution, 25 October 1918.

<sup>42</sup>L. M. Gensman to George Gensman, 27 July 1918; George Gensman to L. M. Gensman, 29 July 1918; Gensman Coll., M.G.P.

<sup>43</sup>Lawton News, 15 August 1918, 12 September 1918, and 18 September 1918.

<sup>44</sup>L. M. Gensman to James J. McGraw, 20 August 1918; L. M. Gensman to Scott Ferris, 20 August 1918; L. M. Gensman to Capt. C. S. B. Wyles, 28 August 1918, Gensman Coll., M.G.P.

<sup>45</sup>James J. McGraw to L. M. Gensman, 12 September 1918; Henry McGraw to L. M. Gensman, 20 September 1918, Gensman Coll., M.G.P.

<sup>46</sup>L. M. Gensman to Capt. C. S. B. Wyles, 24 September 1918, Gensman Coll., M.G.P.

<sup>47</sup>L. M. Gensman to Paul W. Yeoman, 10 December 1918, Gensman Coll., M.G.P.

<sup>48</sup>L. M. Gensman to Clark H. Smith, 19 August 1918; L. M. Gensman to D. E. McAnaw, 11 September 1918; L. M. Gensman to Henry J. Murphy.

17 October 1918; L. M. Gensman to Ben J. McGee, 18 October 1918; L. M. Gensman to John F. Price, 24 October 1918, Gensman Coll., M.G.P.

<sup>49</sup>Lawton Constitution, 25 October 1918.

<sup>50</sup>Lawton News, 6 November 1918; Lawton Constitution, 6 November 1918 and 7 November 1918.

<sup>51</sup>L. M. Gensman to C. O. Clarke, 18 June 1923, Gensman Coll., M.G.P.

<sup>52</sup>Oklahoma, Comanche County, Office of the Court Clerk, "Criminal Felony Records," Case numbers 1275-1526, n.d.; "Felony Dockets of the Fifteenth Judicial Court," Book 6, pp. 1-35, n.d.

<sup>53</sup>L. M. Gensman to Henry Sifton, 12 April 1919, Gensman Coll., M.G.P.

<sup>54</sup>L. M. Gensman to J. Elmer Thomas, 7 February 1917, Gensman Coll., M.G.P.

<sup>55</sup>L. M. Gensman to Sam Elrod, 6 December 1919, Gensman Coll., M.G.P.

<sup>56</sup>Lawton Constitution, 27 February 1921.

<sup>57</sup>Thomas G. Andrews to L. M. Gensman, 12 December 1918; L. M. Gensman to Thomas G. Andrews, 13 December 1918; Ernest F. Smith to Thomas G. Andrews, 13 December 1918; W. H. Woods to L. M. Gensman, 14 December 1918, Gensman Coll., M.G.P.

<sup>58</sup>L. M. Gensman to W. H. Woods, 21 December 1919; L. M. Gensman to Thomas G. Andrews, 29 January 1919, Gensman Coll., M.G.P.

<sup>59</sup>J. Elmer Thomas to L. M. Gensman, 30 January 1919, Gensman Coll., M.G.P.

<sup>60</sup>Carter, "Voices," pp. 103-104.

<sup>61</sup>L. M. Gensman to B. M. Parmenter, 26 December 1918, Gensman Coll., M.G.P.

<sup>62</sup>Carter, "Voices," pp. 107-09.

<sup>63</sup>L. M. Gensman to W. F. Bland, 30 November 1918; L. M. Gensman to Nicholas Gensman, 10 December 1918; L. M. Gensman to F. L. Chase, 23 December 1918; Lone Star Gas Co. to L. M. Gensman, 8 March 1919, Gensman Coll., M.G.P.

<sup>64</sup>L. M. Gensman to Claud B. Birkheard, 24 July 1919; L. M. Gensman to Frank Weimer, 18 September 1919; L. M. Gensman to C. V. Stinchecum, 30 October 1919; L. M. Gensman to Col. H. S. Hedrick, 13 February 1920, Gensman Coll., M.G.P.

<sup>65</sup>L. M. Gensman to Credit Clearing House, 7 January 1919, Gensman Coll., W.H.C.; L. M. Gensman to Roy Bernard, 19 May 1919, Gensman Coll., M.G.P.

<sup>66</sup>L. M. Gensman to W. H. Feasel, 20 December 1919; L. M. Gensman to R. C. Graham, 26 December 1919; W. H. Feasel to L. M. Gensman, 29 December 1919; R. C. Graham to L. M. Gensman, 7 January 1920, Gensman Coll., M.G.P.

<sup>67</sup>Dangerfield and Ewing, "Oklahoma Politics," chap. 17, pp. 8-11; Scales, "Political History of Oklahoma," pp. 210-11.

<sup>68</sup>L. M. Gensman to John Wilson, 31 July 1919; L. M. Gensman to J. E. Dyche, 13 August 1919 and 18 September 1919, Gensman Coll., M.G.P.

<sup>69</sup>Jake Hamon to L. M. Gensman, 23 January 1920; L. M. Gensman to J. E. Dyche, 5 February 1920; L. M. Gensman to Nicholas Gensman, 4 March 1920, Gensman Coll., M.G.P.

<sup>70</sup>Hayes Dillard to L. M. Gensman, 28 January 1920; D. B. Malernee to L. M. Gensman, 28 January 1920; L. M. Gensman to Col. H. S. Hedrick, 13 February 1920, Gensman Coll., M.G.P.

<sup>71</sup>Dangerfield and Ewing, "Oklahoma Politics," chap. 17, pp. 5-6, 8-11; Scales, "Political History of Oklahoma," p. 211.

<sup>72</sup>L. M. Gensman to Nicholas Gensman, 4 March 1920; Jake Hamon to L. M. Gensman, 16 April 1920, Gensman Coll., M.G.P.

<sup>73</sup>L. M. Gensman to Edwards, Kramer & Edwards, 11 March 1920, Gensman Coll., M.G.P.

<sup>74</sup>U.S., Congress, An Act of February 26, 1907, 34 Stat. 993-94;  
U.S., Congress, House. The Constitution, Jefferson's Manual and Rules

of the House with a Digest of the Practice, H. Doc. 1019, 66th Cong., 3rd sess., 1921, pp. 279-80.

<sup>75</sup>Billington, Gore, pp. 19-20, 25, 66-67, 120-25; Scales, "Political History of Oklahoma," pp. 211-13.

<sup>76</sup>Lawton News, 8 August 1918.

<sup>77</sup>Lawton Constitution, 4 August 1920; Lawton News, 4 August 1920, 6 August 1920, and 4 November 1920.

<sup>78</sup>Lawton News, 4 August 1920, 6 August 1920, 9 October 1920, and 27 October 1920; Lawton Constitution, 5 August 1920. In the August primary Gensman ran unopposed.

<sup>79</sup>Scales, "Political History of Oklahoma," pp. 212-25; Bureau of Government Research, "Oklahoma Votes For Congress, 1907-1964" (Norman: University of Oklahoma, 1965) p. 31 (hereafter cited as "Oklahoma Votes").

<sup>80</sup>Scales, "Political History of Oklahoma," pp. 214-15; Lawton Constitution, 4 November 1920 and 5 November 1920.

## CHAPTER VII

### THE HONORABLE LORRAINE M. GENSMAN

Jubilant over their victory, Oklahoma Republicans eagerly looked to harvesting the spoils. For the first time Republicans had ousted Democrats from the offices of second-district congressman, fourth-district congressman, and sixth-district congressman, as well as from the office of United States senator. In the first congressional district, Republican Thomas A. Chandler had regained his seat from Democrat Everette B. Howard; and in the eighth congressional district, the Republicans perpetuated their supremacy with the election of Manuel Herrick. Thus, owing to the outcome of the 1920 elections, Oklahoma Republicans had raised their representation in the congressional delegation to an unprecedented six out of a total of ten.<sup>1</sup> While the murder of Republican National Committeeman Jake Hamon by his mistress in an Ardmore hotel room in November, 1920, briefly marred the Republicans' celebration, the assumption of the position of national committeeman by Jim Harris, the chairman of the state party, quickly resolved the issue of leadership of the Oklahoma Republicans.<sup>2</sup> Consequently, Oklahoma Republicans returned to contemplating the political gains that they would gather when their newly elected members to Congress took the oath of office in early March of 1921.

Never having elected a Republican candidate to Congress, sixth-district Republicans entertained unwarranted expectations of ejecting Democratic federal office holders. Not only did they envision the replacement of Democrats with Republicans in such numerous and varied positions as rural mail carriers, Indian agents, Internal Revenue collectors, prohibition enforcement agents, postmasters, and the superintendent of the Kiowa Indian Agency, but also they anticipated the reinstatement of Republicans who had resigned or had been discharged from federal positions.<sup>3</sup> Prior to arriving in Washington, D.C., Gensman shared these delusions, but since the passage of the Pendleton Act of 1883, president after president had invoked his power to expand the number of jobs classified under the civil service, hence, progressively reducing the patronage of congressmen and senators. By the time of Gensman's installation into the House of Representatives, rural mail carriers, employees of the Bureau of Indian Affairs, and Internal Revenue Service agents had been placed under the merit system, thereby preventing Gensman from obtaining the dismissal of such personnel as the superintendent of the Kiowa Indian Agency or the appointment of Republicans to serve as rural mail carriers and officials of the Internal Revenue Service. Once in office, Gensman perceived that the classification of federal jobs under the merit system greatly restricted his patronage, and accordingly he recognized that he had no power to influence the determinations of the Civil Service Commission.<sup>4</sup> Cognizant of this handicap, Gensman persevered in attempts to assuage the factional interests of each of the nine Republican county organizations concerning the filling of federal offices. Yet, the satisfying of all diverse concerns amid the nine county organizations proved an onerous task.

Having realized his inability to effect the dismissal of Stinchecum, the Superintendent of the Kiowa Indian Agency, Gensman in April of 1921 commenced a campaign to have Stinchecum transferred to another agency in order to meet the demands of Caddo County Republicans. His appointment to the House Committee on Indian Affairs had accorded him some influence with Charles H. Burke, Commissioner of Indian Affairs; and in the spring of 1922 Gensman at last succeeded in persuading Burke to transfer Stinchecum. The reassignment of Stinchecum to another post and the appointment of John A. Buntin as the Superintendent of the Kiowa Agency delighted Caddo County Republicans. Reflecting their satisfaction with Gensman's achievement, they informed him that nothing he had done so far had pleased them more than the appointment of a new superintendent.<sup>5</sup> Not all of Gensman's attempts to coax the Bureau of Indian Affairs to appoint Republicans to recently vacated posts in the sixth district enjoyed the same degree of success. While he did manage to secure the reinstatement of a former BIA employee who had resigned with the stipulation that the man accept the position of Indian farmer either at the Turtle Mountain Agency in North Dakota or at the Five Civilized Tribes Agency in eastern Oklahoma, his numerous attempts to place the man in a similar position in the sixth-district failed. Likewise, his endeavors failed to effect the appointment of one of his Comanche County partisans as superintendent of the Fort Sill Indian School.<sup>6</sup>

Technically, the designation of persons to fill the more important offices of United States district attorneys, United States district marshals, and postmasters constituted senatorial patronage; but in naming

persons to these positions, senators usually consulted with the congressmen from their state who had the same party affiliations. Gensman's long-standing association with Senator John H. Harreld proved beneficial, for Harreld agreed to lend his full support to Gensman's choice of William A. Maurer, an El Reno attorney, for the office of United States attorney for the western district. In addition, Senator Harreld distinguished Gensman by naming Alva McDonald, also from El Reno, as the candidate for United States marshal for the western district, an appointment that had not originated from Gensman. A figure of some prominence in the state Republican party, McDonald had already merited some kind of reward for his work, and consequently Gensman initially took little credit for McDonald's appointment. The designation of two persons from the sixth district to these significant federal posts, nevertheless, enhanced Gensman's prestige among the Oklahoma Republican congressional delegation and state Republicans in general.<sup>7</sup>

After explaining thoroughly to Republican constituents aspiring to jobs with the Internal Revenue Service that they had to take the civil service examination before they could make application for such employment, Gensman in at least one instance obtained a job for a young Caddo County Republican in the office of the collector of Internal Revenue in Oklahoma. While procurement of such lesser federal jobs demonstrated to many Republicans Gensman's political ability, at the same time the failure to attain jobs for other Republican applicants caused such persons to belittle his effectiveness.<sup>8</sup> Overall, it seems that Gensman's Republican supporters continued to outweigh his Republican detractors. Granted that federal law placed rural mail carriers under the merit



system, the civil service requirement that former military personnel be given preference simplified the congressman's task of selecting men for the jobs of carriers. In dealing with the deluge of applications for rural mail carriers, Gensman readily perceived that although the civil service rules had reduced the number of persons from whom he could choose, the rules also provided him with an adequate justification for his inability to gratify all the numerous Republican office seekers. If the civil service examiners ranked a former serviceman who happened to belong to the Republican party among the top three eligibles, Gensman could declare that he had no other option but to designate the veteran for the job. The preference ruling concerning veterans thus enabled Gensman to secure jobs for Republicans without arousing the disfavor of those failing to obtain jobs as rural mail carriers.<sup>9</sup>

Certainly the most trying and difficult patronage problem that confronted Gensman during his tenure in Congress stemmed from the numerous postmaster vacancies that occurred throughout the sixth district. In spite of Gensman's repeated description of the force that the merit system exerted in the determination of candidates for federal jobs, many of his Republican constituents initially refused to face the impact that civil service had on federal appointment, especially the appointment of postmasters.<sup>10</sup> Since the Democrats had controlled the designation of postmasters in the sixth district from the advent of statehood, Republicans had eagerly anticipated the garnering of what they considered sinecures. Moreover, in their zeal, Republicans tended to overlook the responsibilities that the federal postal department currently demanded that postmasters meet; therefore, some of the men whom they

proposed for the office and who subsequently received Gensman's and Harreld's endorsements were incapable of fulfilling the requisite duties. In the case of the Apache postmaster, only Gensman's strong defense prevented the postal department from discharging him.<sup>11</sup> Compelling many Republicans to recognize that Gensman did not have the power to recommend whomever he pleased, President Warren G. Harding's executive order of May 10, 1922, emphatically placed postmasters under the merit system, hence restricting the selection of postmasters for first, second, and third-class post offices to the three candidates who scored the highest passing grade on the civil service examination and declaring ineligible for the position all persons sixty-five years or older. Thus most local Republicans reconciled themselves to the altered circumstances surrounding the naming of postmasters and proceeded to revise their lists of prospective candidates.<sup>12</sup>

Throughout the sixth district, pockets of intransigents, nevertheless, clung tenaciously to their belief that congressmen had unlimited power to distribute federal offices, especially the offices of postmaster. As a result of their adherence to this erroneous notion, they persistently requested that Gensman designate unqualified persons as postmaster. Naturally Gensman's failure to comply with their wishes earned him their temporary displeasure.<sup>13</sup> Nor did Gensman's troubles concerning the appointment of postmasters emanate entirely from these old-fashioned adherents to the Jacksonian principle of the spoils system. Even when Republicans exhibited an awareness of the limitations of Gensman's authority to designate postmasters, they frequently embroiled themselves in squabbles over whom the county organization should support

for the position. In particular the vacancy of the postmaster's office in the towns of Walters, El Reno, and Lawton bred controversy in the Republican Cotton, Canadian, and Comanche County organizations.<sup>14</sup> Although in each of these instances Gensman ultimately succeeded in naming a postmaster who met with the approval of both the majority of the leaders and of the rank and file of the county organizations, he did so only by voluminous diplomatic correspondence and personal interviews with various party members.<sup>15</sup> On other occasions his attempts to find a qualified person to endorse for postmaster whose appointment would also placate the members of the county organization did not fare so well. In Blaine County, Gensman's choice for postmaster at Geary so infuriated one of the leading county Republicans that he later worked against Gensman in the congressional election of 1922 in spite of Gensman's previous instrumentality in procuring for him a job as a federal farm loan inspector.<sup>16</sup> Frustrated by controversy stemming from the issue of the appointment of postmasters under the existing circumstances, Gensman in late January of 1922 declared to the representatives of the House that in his opinion the appointment of postmasters should either be relegated entirely to the Civil Service Commission or to the congressmen.<sup>17</sup>

The constant requests of Republicans for federal jobs, however, did not cause Gensman to neglect his legislative duties. Because agriculture comprised the dominant business in Oklahoma's sixth district, a congressman had to maintain the support of his agrarian constituents, if he aspired to be re-elected. Cognizant of the need to court the votes of farmers, Gensman, like other members of the Farm Bloc, firmly endorsed

the Emergency Tariff Act of 1921 and the Fordney-McCumber Tariff Act of 1922, which imposed duties on farm commodities. Owing to the prevalent notion among American farmers that a protective tariff on agricultural commodities would effect a rise in the price of farm products, farm organizations and farmers urged Congress to adopt a protective tariff on agricultural commodities. Granted that Gensman's lengthy address in favor of his amendment providing for duties on cotton and hides drew applause from many of the members, the House disapproved the measure. The House also rejected Gensman's proposal that the tariff bill contain an impost on foreign crude oil even though Gensman stressed that a request from the majority of farmers in thirty-one Oklahoma Counties had precipitated his introduction of the amendment. To assuage members of the Farm Bloc, Congress did include in the Fordney-McCumber Tariff Act imposts on wheat and various other farm products.<sup>18</sup>

In response to letters from rural constituents, Gensman stressed that he was a stalwart partisan of farmers and would vote in favor of every piece of legislation advantageous to the farmer.<sup>19</sup> Gensman's vigorous advocacy of the Futures Trading Act of 1921 that sought to reduce speculation in grain futures and his introduction of a bill that called for the allocation of \$100,000 for the study and eradication of cotton boll weevils further evince Gensman's awareness of the exigency of retaining his popularity with the farmers of his congressional district.<sup>20</sup> Doubtlessly, the ownership of a substantial amount of agriculture land gave Gensman an additional incentive to work for legislation that might alleviate the plight of the farmers, for the drastic decline in the price of agricultural commodities had brought a corresponding

decrease in the value of agricultural land and more significantly, for Gensman, jeopardized profits from farm operations. Speaking in behalf of the bill to reduce speculation in grain futures, Gensman urged members of the House to vote in favor of the bill, emphatically stating that not only did farmers in Oklahoma's sixth district want regulation but also prohibition of "gambling in futures". In his endorsement of the measure, Gensman declared that he regretted that the representatives of the cotton farmers could not agree on a proposal that would additionally limit trading in cotton futures. Analogous to Gensman, other members of the Farm Bloc labored strenuously in support of the bill, and the measure passed both houses during the first session of the Sixty-seventh Congress.<sup>21</sup> On the other hand, Gensman's bill to authorize funds for the study and destruction of cotton boll weevils was never reported out of the House Committee on Agriculture.

Just as Gensman sought to insure his popularity among farmers so did he endeavor to maintain the support of former military personnel. He spoke at length on the floor of the House in favor of the Bonus Bill, a measure providing adjusted compensations for honorably discharged military veterans who had served in World War I.<sup>22</sup> While the House first passed a bill giving veterans adjusted compensations in 1921, the Senate yielded to President Harding's remonstrance and referred the measure back to the Committee on Finance. By the election year of 1922, the majority of congressmen, like Gensman, recognized that former military personnel overwhelmingly favored a bonus bill; and in response to the demands of the veterans, another bill to furnish adjusted compensations to former servicemen of World War I was introduced into the House.

Both the House and the Senate adopted the measure that called for the allowance to veterans of recompense either by a cash payment not to exceed \$50 or by an issuance of an insurance policy, the value of which was determined by numbers of days spent in the service and in overseas duty. President Harding, however, vetoed the bill; and not until 1924 did congressional advocates of a bonus bill for veterans muster enough support to override President Coolidge's veto of the measure.<sup>23</sup>

To strengthen his appeal to military veterans, Gensman from the onset of his term diligently endeavored to accommodate the veterans' demands that inundated his office. The numerous requests from his constituents for disability compensations and pensions all received his prompt and thorough attention, and he strove indefatigably to pursue every case.<sup>24</sup> Gensman's zeal to attract the votes of former servicemen by promoting their welfare whenever the opportunity occurred stemmed unquestionably from his personal lack of military service. The importance that Gensman attached to votes of farmers and veterans is revealed by the explicit statement in January of 1922 that he confidently expected his endorsement of the tariff bills and the bonus bills to guarantee his re-election to Congress.<sup>25</sup> Contrary to Gensman's optimistic prediction in early 1922, imposts on agricultural products did not reverse the downward trend of their prices and the bonus bill did not become a federal law in 1922; therefore, the political benefits he expected to reap from the advocacy of these measures never materialized.

In addition to bustling to and from the Bureau of Pensions and the Postal Department and energetically battling for legislation to aid farmers and veterans, Gensman intensely concerned himself with the wel-

fare of the Indians residing within the sixth district. A desire to solicit Indian votes rather than a philanthropic aspiration to ameliorate their status definitely spurred Gensman to champion the causes of the Indians. Although the Indians of the sixth district numbered merely 6,208 out of a total population of 207,648, to Gensman the votes of the Indians comprised a matter of significance.<sup>26</sup> In order to elevate his position among the Indians he had requested and obtained assignment to the House Committee on Indian Affairs. During the first session of the Sixty-seventh Congress, he introduced three pieces of legislation designed to benefit Indians of the sixth district: a bill allowing the Wichita and affiliated Indian bands to submit their claims against the United States to the Court of Claims, a bill to supply relief for the Cheyenne and Arapaho tribes living in Oklahoma, and a bill to purchase lands for Apache Indians formerly detained as prisoners of war at Fort Sill. Despite Gensman's energetic promotion of his proposed Indian legislation, Congress enacted only one of the measures during its Sixty-seventh assembly, the bill pertaining to the Fort Sill Apaches.<sup>27</sup> While the law authorized the expenditure of federal funds for the Apaches' subsistence and for the purchase of land for them, it did not provide for the actual allocation of funds necessary to implement the act. At last in the Second Deficiency Act for the Fiscal Year of 1923, Congress set aside the requisite \$42,500, thereby insuring that Fort Sill Apaches would receive the much needed assistance of the federal government.<sup>28</sup>

Prompted by the demands of Indian constituents who belonged to the Native American Church, Gensman strongly opposed congressional authorization of money to suppress the sale of peyote to Indians. In

vain, Gensman argued that prohibiting the Indians to buy peyote would result in violating their right to freedom of worship, for Congress proceeded to authorize the Bureau of Indian Affairs to expend funds to prevent Indians from purchasing peyote.<sup>29</sup>

In order to permit the Kiowa, Comanche, and Apache tribes of Oklahoma to discuss their grievances with officials of the Bureau of Indian Affairs, Gensman arranged for an Indian delegation from the respective tribes to meet with Edgar B. Meritt, the Assistant Commissioner of Indian Affairs during late April of 1921. The reopening of the Rainy Mountain Indian School constituted one of the more salient demands that the delegation presented to Meritt. Much to the disappointment of the Indians, Charles H. Burke, Commissioner of Indian Affairs subsequently announced on April 28, 1921, that a paucity of operating funds compelled the Bureau to keep the school shut. In accordance with the expressed wishes of these Indians to have the school reinstated, Gensman introduced an amendment to the Interior Department Appropriation Bill in early 1922 providing for an allocation of \$32,000 to fund the school's operation. In spite of Gensman's sensitive plea, the House rejected the amendment, and the school remained closed. Even though Gensman did not effect the reinstatement of the school, his efforts earned him a measure of gratitude from the Indians.<sup>30</sup>

In its conference with Meritt, the Indian delegation also urgently requested that the Bureau of Indian Affairs allow the tribes to employ legal counsel to prosecute their claims to land located in the Red River, and to this request Commissioner Burke acquiesced.<sup>31</sup> Yet before the attorneys for the Kiowa and Comanche tribes could present the



the Indians' claims to the Red River bed to the Secretary of Interior for determination or to the United States Court of Claims in the event that the Secretary ruled unfavorably on the Indians' claims, Congress on February 28, 1923, passed an act awarding the possession of all land south of the medial line of the channel of the Red River to the United States pending the decision of the Supreme Court in regard to litigation previously initiated by the states of Oklahoma and Texas and by the United States to establish ownership of the land. To no avail did Gensman protest trenchantly against the House's adoption of the Senate bill.<sup>32</sup> Not having been informed of the date when this bill would appear before the House as he had requested, Gensman on February 27, 1923, immediately rose in opposition to the bill for two reasons. First, the bill did not compel the Secretary of Interior to hold in trust oil royalties derived from present and future production until the Secretary could rule on the Kiowa and Comanche claims to the land, land that contained valuable deposits of oil. To obviate the federal government from depriving the Indians of any oil royalties accumulated prior to a decision on their right to the land, Gensman proposed an amendment to authorize the Secretary to place in trust the royalties up to the time of his ruling on the Indians' claims. The House, however, promptly rejected Gensman's amendment. Second, Gensman opposed the enactment of the bill because if the Secretary of Interior ruled adversely on their right to the land and thereby forced the Indians to institute litigation in the Court of Claims in order to determine the proper ownership of the land, the enactment of this law might prejudice the court against the Indians' claims to ownership. Still, the House refused to heed Gensman's argu-

ments, passing the bill the next day, February 28, 1923.<sup>33</sup> Although Gensman had accomplished enactment of merely one of his pieces of Indian legislation and although his efforts to prevent Congress from passing laws objectionable to the Indians of the sixth district came to naught, overall he strove vigorously both to defend the rights of Oklahoma Indians in the sixth district and to ameliorate their welfare.

From his arrival in Washington in February of 1921 to the time of the general election in November of 1922, Gensman had kept abreast of the development of issues that might influence the retention of his congressional seat. At the suggestion of a Republican colleague that Gensman devise some measure that would effect the payment of Oklahoma taxes on restricted Indian allotments, Gensman on March 7, 1922, introduced a bill during the second session of the Sixty-seventh Congress that authorized the Secretary of Interior to assess the value of non-taxable Indian lands in various states and to reimburse states for requisite sums that they would have collected if the land had not been restricted. The enactment of this measure would have greatly endeared Gensman to all non-Indian Oklahoma voters and at the same time would not have alienated Indian voters because the measure would have compelled the federal government instead of the Indians to pay the property taxes of the states. Unfortunately for Gensman, the Committee on Indian Affairs never reported on his measure.<sup>34</sup>

Besides assiduously attempting to look after the public welfare of the residents of the sixth district, Gensman remained sharply alert to the status of his personal business in Lawton. He had placed O. C. Aubrey in charge of the collection department of his office and had

maintained the services of Dixon and Diffendaffer to take care of his clients' legal needs. In accordance with Gensman's explicit wishes, Aubrey had also assumed the responsibilities of attending to Gensman's rural and urban real estate interests.<sup>35</sup> Cognizant that whatever affected the economic prospects of the city of Lawton influenced both his law practice and his property holdings, Gensman in particular paid close attention to the development of local conditions that might have an adverse effect on the city and consequently his personal affairs. When Lawtonians informed Gensman that the War Department had begun to deliberate seriously the transferring of the school of artillery to either Fort Bragg or Fort Knox, Gensman immediately commenced to evaluate the probability of such an action. Comparable to other citizens, Gensman realized that with agriculture still on the wane, the drastic depletion of Fort Sill's military personnel and perhaps abandonment of the post would devastate Lawton economically.<sup>36</sup> By January 31, 1922, Gensman had ascertained that the Lawtonians did after all have sound reason to fear the removal of the school of artillery from Fort Sill. Reacting to the gravity of the situation, he solicited recommendations favoring the maintenance of the school at Fort Sill from the rest of the Oklahoma representatives to the House.<sup>37</sup> By constantly consulting with members of the House Committee on Military Affairs, by securing the support of such senators as Harreld and Owen of Oklahoma and Curtis and Tincher of Kansas, and by obtaining the endorsement of Generals John J. Pershing and William J. Snow, Gensman in early June of 1922 not only persuaded the War Department to retain the Fort Sill school of artillery but also to consolidate the two other schools of artillery previously established at

Fort Bragg and Fort Knox into one school at Fort Sill.<sup>38</sup>

In addition to responding to the crisis of the Fort Sill Field Artillery School, in the spring of 1922 Gensman responded to the local economic crisis engendered by the failure of two of Lawton's banks in late 1921. Owing to his personal loss of money when the two banks failed and owing to his receipt of information that not only had these failures produced economic hardships but also in the instance of one of the banks rumors had caused a run on the bank, Gensman reacted to the circumstances by introducing a bill into the House that called for the punishment of persons who uttered falsehoods concerning the condition of national banks. Gensman's proposal, however, died in the House Judiciary Committee.<sup>39</sup>

Reflecting further his efforts to obtain legislation beneficial to Lawton and Comanche County, Gensman had previously introduced in 1921 two bills pertaining to the Wichita Game Reserve, House Bill 8166 allocating funds to build and maintain trails and roads in the national refuge and House Bill 9136 authorizing the leasing of unallotted lands in the reserve for mining purposes. The construction of roads and trails would have furnished much needed jobs in the county and the granting of mining leases perhaps would have induced mining interests to undertake explorations in the reserve; but once again neither bill was reported out of committee.<sup>40</sup> In general, as a first-term congressman, Gensman had competently represented the constituency of the sixth district and had compiled a record of service comparable to the records of the other first-term congressmen from Oklahoma.<sup>41</sup>

While the duties of a congressman compelled Gensman to stay in

Washington for the greater portion of his first term in office, he remained attuned to political happenings in Oklahoma. Having foreseen that a public endorsement of one of the contenders for Republican nomination for governor of Oklahoma might have a detrimental effect on his bid for re-election to office, Gensman refused to back any of the contestants until after the August primary in 1922. On the other hand, he privately acknowledged that John Fields stood the best chance of carrying southwest Oklahoma for the Republican party, and the official nomination of Fields as the Republican candidate for governor met with Gensman's hearty approval.<sup>42</sup>

Nor did the political activities of Democratic contenders seeking their party's nomination for sixth-district congressman escape Gensman's notice. In November of 1921, one of Gensman's Cotton County confederates had informed him that Jed Johnson had already begun to campaign actively for the Democratic candidacy; and in January of 1922 word had reached Gensman that Thomas had definitely entered the Democratic contest. In spite of the controversy that the questions of patronage, especially concerning the appointment of postmasters, had stimulated among sixth-district Republicans, by February 1922, Gensman had discerned that he would encounter little difficulty in securing re-nomination as the Republican candidate for the sixth congressional district.<sup>43</sup> In hopes of influencing the determination of the Democratic candidate, Gensman tendered advice indirectly through a third party to Johnson concerning the weakness of Thomas' advocacy of a national guaranty system of banking similar to the Oklahoma system, a system that had enjoyed much success during the years of 1907 through 1911 but had

evidenced its inability to deal with the numerous bank failures during the post-World War I depression years. Gensman also pointed to the fallaciousness of Thomas' notion that by increasing the amount of currency in circulation the federal government could ameliorate the depressed condition of the national economy. On the basis of correspondence from Gensman's Cotton County cohort, it appears that Johnson did incorporate some of Gensman's suggestions in his campaign against Thomas.<sup>44</sup>

Cognizant of the growth of the Ku Klux Klan in the sixth district, Gensman in late March of 1922 declared that in this election he firmly believed the Republican Klansmen would vote Republican and Democratic Klansmen would vote Democratic and that as an organization the Klan would abstain from bloc endorsing the candidate of either party. Although Gensman probably correctly evaluated the influence that the Klan as an organization had on the outcome of the sixth-district congressional race in 1922, Gensman seemingly neglected to consider that in order to win re-election he had to attract substantial support from Democrats and that the Democratic party comprised the dominant political affiliation of Oklahoma Klansmen.<sup>45</sup> Hence, in retrospect, it seems that Gensman should have devoted more effort to cultivating the endorsement of Klansmen, especially in view of the controversy that his former stance on prohibition engendered. Nor did Gensman alter his opinion of the possibility of procuring the bloc vote of the Klan after learning of Thomas' purported membership in the Klan, membership which Thomas later acknowledged.<sup>46</sup>

Notwithstanding Gensman's wish to draw Johnson as his Democratic

opponent, Democrats in the August primary of 1922 selected Thomas as the party's nominee for sixth-district congressman. Having accomplished favorable legislation for only one band of Oklahoma Indians, the Fort Sill Apaches, Gensman in his bid for re-election suffered another disappointment when in mid-August of 1922 the Bureau of Indian Affairs ruled these Indians ineligible to vote.<sup>47</sup>

As early as February 17, 1921, the Lawton Constitution had begun to chastise Gensman for his failure as county attorney to prosecute relentlessly all violators of Oklahoma's prohibition laws. The widely published report by Democratic newspapers in late October of 1922 that the National Wine and Beer Association had endorsed Gensman also handicapped Gensman's campaign for re-election to Congress in a state that had continuously expressed strong prohibition sentiments.<sup>48</sup> To counteract the adverse effect generated by the alleged support of an anti-prohibition organization, Gensman immediately sought and gained statements in his behalf from the Anti-Saloon League of America and from Congressman A. J. Volstead, author of the National Prohibition Enforcement Act. In an open letter addressed to the voters of the sixth district, Gensman not only repudiated his association with liquors interest but also pointed out that at least in one instance Thomas had come to the aid of a Comanche County moonshiner by posting bond for the reputed manufacturer of illegal brew.<sup>49</sup> While the Lawton Constitution printed Gensman's denial of having solicited the support of the liquor industry, it published neither Volstead's nor the Anti-Saloon League's approbation of Gensman's conduct in regard to prohibition. In contrast, the Lawton News printed both Gensman's disavowal of a close connection

with wet proponents and Volstead's commendation of Gensman.<sup>50</sup> While it remains difficult to measure the influence that Gensman's former stance on prohibition and his reputed endorsement by liquor interests had in determining the final outcome of the sixth-district congressional race, certainly the attention drawn to Gensman's questionable stance on prohibition by Democratic newspapers did not benefit him politically. Moreover, if any single issue aroused the ever increasing number of Klansmen to vote against Gensman, his dubious stance on prohibition did so, for like Klansmen in Arkansas, Louisiana, and Texas, Oklahoma Klan members viewed a restoration of social morality as their primary purpose.<sup>51</sup>

By and large, the failure of a Republican administration and Congress to alleviate the depressed condition of agriculture and the consistent Democratic voting pattern of seven of the sixth district's nine counties composed the principal obstacles that Gensman had to overcome to attain re-election. These obstacles in conjunction with the issue of prohibition, nevertheless, turned out insurmountable; and on Tuesday, November 7, 1922, the voters of the sixth district soundly rejected Gensman in favor of Thomas. While Gensman carried the two steadfast Republican counties of Blaine and Kingfisher, Thomas won the vote of the seven predominant Democratic counties, even defeating Gensman in Comanche, the county for whose benefit Gensman had especially labored in Congress. Three other Republican congressmen in Oklahoma fared no better. Voters in the first, second, and fourth districts relieved the incumbent Republicans, Thomas A. Chandler, Alice M. Robertson, and Joseph C. Pringey, of their respective congressional



seats. Furthermore, Oklahoma voters repudiated John Fields, the Republican candidate for governor, and elected Jack Walton, the Democratic candidate for governor.<sup>52</sup>

Trounced by Thomas in his attempt to retain his congressional office, Gensman began to meditate his future once he returned to Lawton, for his defeat would deprive him of his congressional salary in early March of 1923. Owing to a drastic decline in the price of oil, Gensman had become disenchanted with speculating in oil, and he ceased to renew his oil leases on Indian land whenever they expired.<sup>53</sup> To Gensman, his law practice still offered the best way to achieve financial solvency. Endeavoring to resuscitate his commercial business, Gensman decided to call upon the major forwarding houses whose representation he held prior to his return to Lawton in April of 1923. Gensman also tried to persuade such major collection agencies as United States Fidelity and Guaranty Company to reduce the amount of his annual subscription fee. Convinced that the Credit Clearing House had sent several large claims to his competitors during his absence, in late spring of 1923 Gensman enumerated the advantages that his office afforded the agency and repeatedly requested that the agency send him all of its business.<sup>54</sup> Gensman's commercial business, however, never again proved as profitable as it had in 1915. To enlarge the income that he acquired from the private practice of law, Gensman began to undertake the defense of those accused of criminal offenses. Yet, in mid-June of 1923 he remarked to a fellow attorney that the defense of alleged felons constituted a non-remunerative field of law.<sup>55</sup>

After having engaged in the private practice of law for a year,

Gensman in 1924 decided that he would again seek election to Congress as the representative from the sixth district. Having secured the Republican nomination, Gensman conducted a vigorous campaign, but his efforts were for naught.<sup>56</sup> In the November election of 1924 Thomas decisively defeated him. Once more in 1936 Gensman ran for the office of sixth-district congressman, and once more the voters emphatically rejected him.<sup>57</sup> From his arrival in Lawton in 1901 until 1920, the practice of law had constituted his most reliable economic mainstay and his failure to gain re-election to Congress compelled Gensman to depend thereafter on his legal profession. While Gensman had attained his political zenith in 1920, his professional reputation as a tenacious, wily lawyer continued to spread, earning him the respect of the legal community and a steady volume of clients.

## CHAPTER VII

### NOTES

<sup>1</sup>Scales, "Political History of Oklahoma," pp. 535-38; "Oklahoma Votes," pp. 29-30.

<sup>2</sup>Lawton Constitution, 22 November 1920, 23 November 1920, and 26 November 1920; Dangerfield and Ewing, "Oklahoma Politics," chap. 19, p. 8. Harris filled both the offices of state chairman and national committeeman temporarily. In 1921 the Oklahoma Republicans held a special convention during which they elected A. C. Alexander as their state chairman and endorsed Jim Harris as their national committeeman. Such correspondence as R. L. Robertson to L. M. Gensman, 28 October 1921; Charles Alexander to L. M. Gensman, 4 November 1921; and Charles D. Campbell to L. M. Gensman, 14 November 1921, Gensman Coll., W.H.C. evinces the changes in the hierarchy of the state Republican party.

<sup>3</sup>W. M. Wallace to L. M. Gensman, 22 February 1921; Rex Gilbrath to L. M. Gensman, 14 March 1921; L. M. Gensman to S. S. Ferrell, 28 March 1921; R. B. Cobbs to L. M. Gensman, 29 March 1921; Walter Hubbell to L. M. Gensman, 2 May 1921; V. C. Depenbrink to L. M. Gensman, 10 May 1921; Perry Gotham to L. M. Gensman, 8 June 1921, Gensman Coll., W.H.C.

<sup>4</sup>L. M. Gensman to S. S. Ferrell, 28 March 1921; L. M. Gensman to Rex Gilbrath, 15 April 1921; L. M. Gensman to Ray Wallace, 6 May 1921; L. M. Gensman to M. A. Ashbrook, 13 May 1921; L. M. Gensman to V. C. Depenbrink, 14 May 1921; L. M. Gensman to Perry Gotham, 12 June 1921; L. M. Gensman to D. B. Malernee, 12 August 1921; L. M. Gensman to R. B. Morford, 11 October 1921, Gensman Coll., W.H.C.

<sup>5</sup>Charles D. Campbell to L. M. Gensman, 8 February 1921; L. M. Gensman to Rex Gilbrath, 9 April 1921; Rex Gilbrath to L. M. Gensman, 12 April 1921; L. M. Gensman to Rex Gilbrath, 12 April 1921; Charles D. Campbell to L. M. Gensman, 14 November 1921 and 17 March 1922; Rex Gilbrath to L. M. Gensman, 3 April 1922, Gensman Coll., W.H.C.

<sup>6</sup>L. M. Gensman to Perry Gotham, 8 June 1921; Charles H. Burke to L. M. Gensman, 11 June 1921; L. M. Gensman to Perry Gotham, 12 June

1921; Rex Gilbrath to L. M. Gensman, 27 September 1921; L. M. Gensman to Rex Gilbrath, 8 December 1921 and 9 May 1922; Charles H. Burke to L. M. Gensman, 27 September 1922; Edgar B. Meritt to L. M. Gensman, 9 October 1922, Gensman Coll., W.H.C.

<sup>7</sup>L. M. Gensman to William A. Maurer, 23 March 1921; L. M. Gensman to H. M. Daugherty, 28 March 1921; L. M. Gensman to William A. Maurer, 26 April 1921 and 28 April 1921; L. M. Gensman to R. B. Morford, 25 May 1921; L. M. Gensman to William A. Maurer, 5 July 1921 and 19 October 1921, Gensman Coll., W.H.C.; Dangerfield and Ewing, "Oklahoma Politics," chap. 17, pp. 8-9.

<sup>8</sup>L. M. Gensman to Ray Wallace, 6 May 1921; V. C. Depenbrink to L. M. Gensman, 10 May 1921; L. M. Gensman to V. C. Depenbrink, 14 May 1921; L. M. Gensman to John W. Harreld, 14 May 1921; L. M. Gensman to A. C. Alexander, 16 June 1921; V. C. Depenbrink to L. M. Gensman, 23 June 1921; D. B. Malernee to L. M. Gensman, 25 October 1921; R. L. Robertson to L. M. Gensman, 28 October 1921, Gensman Coll., W.H.C.

<sup>9</sup>S. S. Ferrell to L. M. Gensman, 23 March 1921; L. M. Gensman to S. S. Ferrell, 28 March 1921; Fourth Assistant Postmaster General to L. M. Gensman, 21 April 1921; L. M. Gensman to Andrew D. Teel, 28 April 1921; L. M. Gensman to Byron G. Taylor, 28 April 1921; L. M. Gensman to Andrew D. Teel, 4 May 1921; L. M. Gensman to J. P. Ellison, 28 August 1921; L. M. Gensman to Fourth Assistant Postmaster General, 8 September 1921; J. P. Ellison to L. M. Gensman, 14 September 1921; G. Ed Butler to L. M. Gensman, 28 June 1922; L. M. Gensman to G. Ed Butler, 30 June 1922; Fourth Assistant Postmaster General to L. M. Gensman, 8 July 1922, Gensman Coll., W.H.C.

<sup>10</sup>L. M. Gensman to Ray Wallace, 6 May 1921; L. M. Gensman to M. A. Ashbrook, 8 June 1921; R. B. Cobbs to L. M. Gensman, 5 July 1921; L. M. Gensman to R. B. Cobbs, 14 July 1921; R. B. Cobbs to L. M. Gensman, n.d. circa 22 August 1921; D. B. Malernee to L. M. Gensman, 25 October 1921; R. L. Robertson to L. M. Gensman, 28 October 1921, Gensman Coll., W.H.C.

<sup>11</sup>L. M. Gensman to Rex Gilbrath, 22 June 1921; M. A. Ashbrook to L. M. Gensman, 3 February 1922; L. M. Gensman to J. M. Bartlett, 22 March 1922; First Assistant Postmaster General to L. M. Gensman, 9 November 1922; L. M. Gensman to First Assistant Postmaster General, 23 November 1922; L. M. Gensman to John K. Miller, 1 December 1922, Gensman Coll., W.H.C.

<sup>12</sup>M. A. Ashbrook to L. M. Gensman, 12 May 1921; Frank E. Gillette to L. M. Gensman, 23 May 1921; Walter C. Stevens to L. M. Gensman, 1 February 1922, Gensman Coll., W.H.C.; U.S., Congress, House, 67th Cong., 1st sess., 10 May 1921, Congressional Record 61:1282.

<sup>13</sup>D. B. Malernee to L. M. Gensman, 27 January 1921 and 25 October 1921; R. L. Robertson to L. M. Gensman, 28 October 1921; D. B. Malernee to L. M. Gensman, 2 November 1921, 19 November 1921, and 6 February 1922; L. M. Gensman to D. B. Malernee, 21 February 1922; A. W. Green to L. M. Gensman, 25 February 1922, Gensman Coll., W.H.C.

<sup>14</sup>D. B. Malernee to L. M. Gensman, 1 March 1921; M. A. Ashbrook to L. M. Gensman, 20 May 1921; R. B. Morford to L. M. Gensman, 16 June 1921; R. L. Robertson to L. M. Gensman, 28 October 1921; L. M. Gensman to R. L. Robertson 2 November 1921; Walter Hubbell to L. M. Gensman, 10 December 1921, Elliott F. Hook to L. M. Gensman, 29 December 1921; D. B. Malernee to L. M. Gensman, 27 January 1922; W. M. Wallace to L. M. Gensman 27 January 1922; L. M. Gensman to Walter C. Stevens, 27 January 1922; L. M. Gensman to L. K. Butts, 31 January 1922; L. M. Gensman to R. L. Robertson, 6 February 1922; L. M. Gensman to I. F. Wallace, 6 February 1922; R. L. Robertson to L. M. Gensman, 6 February 1922; L. M. Gensman to H. H. Lorenzen, n.d. circa 14 February 1922; L. M. Gensman to W. H. Thompson 4 March 1922, Gensman Coll., W.H.C.

<sup>15</sup>Walter Hubbell to L. M. Gensman, 21 January 1922; L. M. Gensman to John W. Robinson, 30 January 1922; L. M. Gensman to Walter Hubbell, 4 March 1922; Walter Hubbell to L. M. Gensman, 4 March 1922; L. M. Gensman to R. B. Cobbs, 16 March 1922; R. B. Cobbs to L. M. Gensman, n.d. circa 20 March 1922; L. M. Gensman to W. M. Wallace, 21 March 1922; L. M. Gensman to L. K. Butts, 21 March 1922; L. M. Gensman to First Assistant Postmaster General, 22 March 1922 and 26 March 1922; L. M. Gensman to D. B. Malernee, 29 April 1922; O. V. Kirkham to L. M. Gensman, 15 December 1922; Comanche County Republican Central Committee to L. M. Gensman, 15 December 1922; R. L. Robertson to L. M. Gensman, 15 December 1922, Gensman Coll., W.H.C.

<sup>16</sup>Irving Page to L. M. Gensman, 8 April 1922; Ted Cronkite to L. M. Gensman, n.d. circa 3 June 1922; John Dillon to L. M. Gensman, 22 November 1922; L. M. Gensman to John W. Harreld, 24 November 1922, Gensman Coll., W.H.C.

<sup>17</sup>U.S., Congress, House, 67th Cong., 2nd sess., 23 January 1922, Congressional Record 62:1588.

<sup>18</sup>L. M. Gensman to Rex Gilbrath, 9 May 1922, Gensman Coll., W.H.C.; U.S., Congress, House, 67th Cong., 1st sess., 14 July 1921 and 18 July 1921, Congressional Record 61:3823-825, 3990-991; John D. Hicks, Republican Ascendancy, 1921-1923 (New York: Harper and Row, 1960), pp. 52-57 (hereafter cited as Hicks, Ascendancy); U.S., Congress, An Act of September 21, 1922, 42 Stat. 858-68, 927-28.

<sup>19</sup>L. M. Gensman to O. B. Goodwin, 6 May 1921; L. M. Gensman to W. E. King, 10 May 1921, Gensman Coll., W.H.C.

<sup>20</sup>U.S., Congress, House, A Bill for Taxing the Sale of Grain for Future Delivery, and Options for Such Contracts, and Providing for the Regulation of Boards of Trade, and for Other Purposes, H.R. 5676, 67th Cong., 1st sess., 1921, pp. 1-8; A Bill to Provide for the Study and Destruction of the Cotton Boll Weevil, H.R. 8524, 67th Cong., 1st sess., 1921, p. 1.

<sup>21</sup>U.S., Congress, House, 67th Cong., 1st sess., 12 May 1921, Congressional Record 61:1375-76; Hicks, Ascendancy, p. 55.

<sup>22</sup>U.S., Congress, House, 67th Cong., 2nd sess., 23 March 1922, Congressional Record 62:4392-94.

<sup>23</sup>U.S., Congress, House, A Bill to Provide Adjusted Compensations for Veterans of the World War, and for Other Purposes, H.R. 10874, 67th Cong., 2nd sess., 1922, pp. 1-38; Hicks, Ascendancy, p. 52.

<sup>24</sup>Box 7, Blaine County, files 64, 77, 84, 86, 87, 92, 97, 103, 110, Gensman Coll., W.H.C.

<sup>25</sup>L. M. Gensman to Rex Gilbrath, 18 January 1922, Gensman Coll., W.H.C.

<sup>26</sup>L. M. Gensman to George Frampton, 11 January 1922; L. M. Gensman to Sid A. Lacer, 22 April 1922, Sid A. Lacer to L. M. Gensman, 25 May 1922; L. M. Gensman to Enoch Hoag, 29 May 1922, Gensman Coll., W.H.C.; U.S., Department of Commerce, Bureau of the Census, Fourteenth Census of the United States, 1920; Population and Characteristics of the Population by State, 3:8-15.

<sup>27</sup>Rex Gilbrath to L. M. Gensman, 12 April 1921, Gensman Coll., W.H.C.; U.S., Congress, House, A Bill for the Relief of the Cheyenne and Arapaho Tribes of Indians, and for Other Purposes, H.R. 5356, 67th Cong., 1st sess., 1921, pp. 1-3; A Bill Authorizing the Wichita and Affiliated Bands of Indians in Oklahoma to Submit Claims to the Court of Claims, H.R. 6044, 67th Cong., 1st sess., 1921, pp. 1-3; A Bill for the Relief of and Purchase of Land for Certain of the Apache Indians of Oklahoma Lately Confined as Prisoners of War at Fort Sill Military Reservation, and for Other Purposes, H.R. 6512, 67th Cong., 1st sess., 1921, p. 1; U.S., Congress, An Act of September 21, 1922, 42 Stat. 991.

<sup>28</sup>Richard H. Harper to L. M. Gensman, 7 December 1922; L. M. Gensman to Richard H. Harper, 19 December 1922; E. C. Finney to L. M. Gensman, 18 January 1923; L. M. Gensman to James Kawaykla, Talbot Gooday, and John Loco, n.d. circa 24 January 1923, Gensman Coll., W.H.C.; U.S., Congress, An Act of January 22, 1923, 42 Stat. 1157.

<sup>29</sup> Frank Moetah to L. M. Gensman, 27 September 1921; L. M. Gensman to Frank Moetah, 29 September 1921; Charles J. Kappler to L. M. Gensman, 20 October 1921; L. M. Gensman to Owen Z. Worth, 9 December 1921, Gensman Coll., W.H.C.; U.S., Congress, House, 67th Cong., 1st sess., 4 August 1921, Congressional Record 61:4688; U.S., Congress, An Act of November 2, 1921, 42 Stat. 208.

<sup>30</sup> Charles H. Burke to the Kiowa, Comanche, and Apache Indian Delegation, 28 April 1921; L. M. Gensman to Henry Pahocsucut, 18 February 1922; George Hunt to L. M. Gensman, 8 March 1922; Adlai Boydiddle to L. M. Gensman, 23 March 1922, Gensman Coll., W.H.C.; U.S., Congress, House, 67th Cong., 2nd sess., 14 February 1922, Congressional Record 62:2557-59; U.S., Department of Interior, Bureau of Indian Affairs, A Hearing Before E. B. Meritt, Assistant Commissioner of Indian Affairs, 22-25 April 1921, pp. 1-4, Gensman Coll., W.H.C.

<sup>31</sup> Charles H. Burke to the Kiowa and Comanche Indian Delegates, 28 April 1921; L. M. Gensman to Walter C. Stevens, 29 April 1921 and 5 May 1921; Chahtay to L. M. Gensman, 12 May 1921; Jack Sankadota to L. M. Gensman, 13 May 1921; Guy Quoetone to L. M. Gensman, 16 August 1921; U.S., Department of Interior, Bureau of Indian Affairs, A Hearing Before E. B. Meritt, Assistant Commissioner of Indian Affairs, 22-25 April 1921, pp. 2-3, Gensman Coll., W.H.C.

<sup>32</sup> U.S., Congress, Senate, A Bill Authorizing the Secretary of Interior to Issue to Certain Persons and Certain Corporations Permits to Explore or Leases of, Certain Lands That Lie South of the Medial Line of the Channel of the Red River, and for Other Purposes, S.R. 4197, 67th Cong., 4th sess., 1923, pp. 1-7; U.S., Congress, An Act of March 4 1923, 42 stat. 1448-450.

<sup>33</sup> U.S., Congress, House, 67th Cong., 4th sess., 27 February 1923, Congressional Record 64:4809-11, 4813-16, 4821; 67th Cong., 4th sess., 28 February 1923, Congressional Record 64:4879.

<sup>34</sup> Rex E. Gilbrath to L. M. Gensman, 12 April 1921, Gensman Coll., W.H.C.; U.S., Congress, House, A Bill to Authorize the Appraisal of the Taxable Value of Indian Lands Now Not Subject to Taxation in the Several States to Determine the Amount of Taxes Which Would Accrue to the Several States if the Indian Lands Were Subject to Taxation by the States, H.R. 10773, 67th Cong., 2nd sess., 1922, pp. 1-2.

<sup>35</sup> O. C. Aubrey to L. M. Gensman, 31 January 1923, Gensman Coll., W.H.C.; L. M. Gensman to P. C. Graham, 31 January 1923, Gensman Coll., M.G.P.

<sup>36</sup> F. A. Parkinson to L. M. Gensman, 5 January 1922; L. M.

Gensman to F. A. Parkinson, 10 January 1922 and 28 January 1922; L. M. Gensman to B. M. Parmenter, 30 January 1922; L. M. Gensman to Charles H. Shaw, n.d. circa 8 June 1922, Gensman Coll., W.H.C.

<sup>37</sup>L. M. Gensman to Charles D. Carter, 31 January 1922; L. M. Gensman to James V. McClintic, 31 January 1922; L. M. Gensman to Thomas A. Chandler, 31 January 1922; L. M. Gensman to Manuel Herrick, 31 January 1922; L. M. Gensman to Joseph C. Pringley, 31 January 1922; L. M. Gensman to Alice M. Robertson, 31 January 1922; L. M. Gensman to Fletcher B. Swank, 31 January 1922, Gensman Coll., W.H.C.

<sup>38</sup>L. M. Gensman to Lawton News, 15 April 1922; L. M. Gensman to Joseph R. Peller, 1 June 1922 and 8 June 1922; L. M. Gensman to Guy C. Robertson, 8 June 1922; L. M. Gensman to Joe Willitts, 8 June 1922, Gensman Coll., W.H.C.

<sup>39</sup>R. L. Robertson to L. M. Gensman, 2 January 1922; L. M. Gensman to Dan W. Perry, 29 January 1922; Walter C. Stevens to L. M. Gensman, 1 February 1922, Gensman Coll., W.H.C.; U.S., Congress, House, A Bill to Make Punishable by Law the Offense of Uttering False Statements Affecting National Banking Institutions, H.R. 11296, 67th Cong., 2nd sess., 1922, pp. 1-2.

<sup>40</sup>U.S., Congress, House, A Bill Making Appropriations for the Construction and Maintenance of Roads and Trails within the Wichita National Forest in the State of Oklahoma, H.R. 8166, 67th Cong., 1st sess., 1921, pp. 1-2; A Bill to Authorize the Leasing for Mining Purposes of Unallotted Lands on the Wichita Game Reserve, Oklahoma, H.R. 9136, 67th Cong., 1st sess., 1921, p. 1.

<sup>41</sup>U.S., Congress, House, 67th Cong., 1st sess., 4 March 1921 to 23 November 1921, Congressional Record 61:126-27, 144, 253, 271, 308; 67th Cong., 2nd sess., 5 December 1921 to 22 September 1922, Congressional Record 62:117, 133, 231, 244, 281; 67th Cong., 3rd sess., 20 November 1922 to 4 December 1922, Congressional Record 63:16, 24, 26; 67th Cong., 4th sess., 4 December 1922 to March 1923, Congressional Record 64:68, 76-77, 127, 133, 153.

<sup>42</sup>Charles D. Campbell to L. M. Gensman, 14 November 1921 and 31 January 1922; L. M. Gensman to Charles D. Campbell, 4 February 1922; R. L. Robertson to L. M. Gensman, 10 April 1922 and 24 April 1922; L. M. Gensman to Rex Gilbrath, 9 May 1922, Gensman Coll., W.H.C.

<sup>43</sup>Walter Hubbell to L. M. Gensman, 15 November 1921; Cham Jones to L. M. Gensman, 6 January 1922; L. M. Gensman to Cham Jones, 20 January 1922; Walter Hubbell to L. M. Gensman, 24 January 1922; L. M. Gensman to Walter C. Stevens, 27 January 1922; Walter C. Stevens to



L. M. Gensman, 1 February 1922; R. B. Morford to L. M. Gensman, 20 February 1922, Gensman Coll., W.H.C.

<sup>44</sup>L. M. Gensman to Walter Hubbell, 28 January 1922; Walter Hubbell to L. M. Gensman, 11 February 1922 and 13 February 1922, Gensman Coll., W.H.C.; Scales, "Political History of Oklahoma," pp. 92-95.

<sup>45</sup>L. M. Gensman to W. M. Wallace, 21 March 1922, Gensman Coll., M.G.P.; Carter Blue Clark, "A History of the Ku Klux Klan in Oklahoma" (Ph.D. dissertation, University of Oklahoma, 1976), pp. 69, 176.

<sup>46</sup>Sid A. Lacer to L. M. Gensman, 13 October 1922, Gensman Coll., W.H.C.; Charles C. Alexander, The Ku Klux Klan in the Southwest (Lexington: University of Kentucky Press, 1965), p. 229 (hereafter cited as Alexander, Klan in the Southwest).

<sup>47</sup>Lawton Constitution, 2 August 1922; A. C. Wilson to L. M. Gensman, 16 August 1922, Gensman Coll., W.H.C.

<sup>48</sup>Lawton Constitution, 27 February 1921, 19 October 1922, and 20 October 1922.

<sup>49</sup>Wayne C. Wheeler to L. M. Gensman, 1 November 1922; A. J. Volstead to L. M. Gensman, 1 November 1922; L. M. Gensman to the Voters of the Sixth Congressional District, n.d. circa 2 November 1922, Gensman Coll., W.H.C.

<sup>50</sup>Lawton Constitution, 24 October 1922; Lawton News, 5 November 1922.

<sup>51</sup>Alexander, Klan in the Southwest, pp. 20-21.

<sup>52</sup>Scales, "Political History of Oklahoma," pp. 240-42, 529, 535-36; "Oklahoma Votes," p. 35.

<sup>53</sup>L. M. Gensman to Charles H. Burke, 26 February 1923, Gensman Coll., W.H.C.

<sup>54</sup>L. M. Gensman to O. C. Aubrey, 28 November 1922; O. C. Aubrey to L. M. Gensman, 2 December 1922; L. M. Gensman to Credit Clearing House, 1 May 1923; L. M. Gensman to P. C. Graham, 23 June 1923, Gensman Coll., M.G.P.; L. M. Gensman to R. H. Bland, 24 February 1923, Gensman Coll., W.H.C.

<sup>55</sup>L. M. Gensman to O. C. Clark, 18 June 1923, Gensman Coll., M.G.P.

<sup>56</sup>E. A. Bourne to L. M. Gensman, 30 September 1924; H. E. Bretschneider to L. M. Gensman, 30 September 1924; L. M. Gensman to Mack Tilton, 9 October 1924, Gensman Coll., M.G.P.

<sup>57</sup>"Oklahoma Votes," pp. 39, 82.

## CONCLUSION

Notwithstanding Thomas P. Gore's subsequent re-establishment of a private law practice when Oklahoma voters first retired him from the office of United States senator in 1921, Gore declared that in returning again to the private practice of law in 1937, after the second loss of his senatorial seat, he experienced emotions commensurate to those of an attorney who had just graduated from law school.<sup>1</sup> In contrast, Gensman's resumption of his private practice of law after having failed to attain re-election to Congress in 1922 did not engender feelings of disorientation and unfamiliarity. Gensman, unlike Gore, had never relinquished his interest in his personal law practice; and during his stay in Washington he had remained well-informed regarding the financial condition of his law office and the volume and type of legal business that flowed from the office. Thus, in returning to the legal profession, Gensman did not have to reacquire the knowledge and skill demanded by the successful private practice of law, for actually he had never ceased to function as an attorney. Gensman's speech to the House in defense of the claims of the Kiowa and Comanche Indians to the land in the Red River bed reinforces this assertion. The predication of his forceful and sound argument in behalf of the Indians upon a minute research of the land titles shows Gensman's confident reliance upon his ability in examining competently and closely property abstracts, a frequent legal

service that he had performed for clients since 1906. Moreover, Gensman's explicit assertion that congressmen who were attorneys not only would understand his reasoning but also would concur with his opinion lends credence to the inference that parallel to Gensman most attorneys who had actively pursued their profession had dealt to some extent with the examination of property titles.<sup>2</sup>

A brief comparison between the activities of Gensman and those of Charles C. Black, another Lawton attorney, further substantiates the conclusion that Gensman did not differ greatly from most Western attorneys in the type of law practiced, in the degree of political involvement, or in the undertaking of outside ventures to augment income derived from legal work. In addition such an analogy also reinforces the corollary that Gensman was not unique in having obtained legal training from an institution of higher learning, in having an absence of family tradition in law, or in moving to Oklahoma in order to better himself economically.

The son of a small-town merchant, Black had attended Bowdoin College in Maine before migrating to Kansas, where he gained admission into the bar. In hopes of improving his financial condition, Black moved to the future site of Lawton in early August of 1901.<sup>3</sup> The representation of homestead claimants and contestants involved in land litigation composed an integral feature of Black's early law practice. By 1903 the commercial business had also attracted Black's attention, and he began to undertake the collection of claims of wholesale and retail establishments and to attain designation as a local representative for major collection agencies. By 1904 the representation of clients

seeking divorces constituted another legal service that Black performed.<sup>4</sup> To supplement the income earned from the practice of law, Black attempted without success to become a farm loan agent in 1903 and to speculate in agricultural land situated in southwestern Oklahoma. Further endeavoring to ameliorate his economic situation, Black served as the editor of the Lawton News from August of 1914 to July of 1915. Although the duties of newspaper editor compelled Black to reduce his legal work, he continued to practice a modicum of law, serving the newspaper as legal counsel as well as editor.<sup>5</sup>

The arena of politics also beckoned Black. From 1911 to 1913 he achieved the position of city attorney, and once again in the early 1920's he held that position. He also served as a municipal judge, and for a very brief time, as county judge. A devout Democrat, Black in 1917 sought the endorsement of Scott Ferris, sixth-district congressman, for an appointment to an Oklahoma judicial position. In spite of Ferris' recommendation, Governor Robert L. Williams ignored Black, choosing another attorney to fill the judicial vacancy.<sup>6</sup> In essence, the chief tangible distinctions in the careers of Black and Gensman consist of Black's Democratic political affiliation as opposed to Gensman's Republican affiliation and Black's failure to amass material wealth as opposed to Gensman's success in accruing a fortune.

While a large amount of the legal business of such attorneys as Henry Asp of Guthrie and Walter C. Stevens of Lawton did emanate from the representation of railroad companies, it appears that most Oklahoma attorneys, like attorneys in other Western states, earned their livelihood primarily from engaging in law practices similar to Gensman's, for

railroad companies usually delegated the conduct of their local affairs to one attorney.<sup>7</sup> Moreover, with the exception of railroad, coal, and, later, oil companies, Oklahoma, common to other Western states, lacked large industrial and financial corporations; hence, few Oklahoma lawyers could be designated corporation attorneys per se. In contrast to Hofstadter's inference that many Eastern attorneys vigorously supported reform of the bar, such Western attorneys as Gensman actively opposed professional reform, preferring "to continue along the good old line and get the business and handle it the same as we formerly did."<sup>8</sup>

Oil speculation fascinated scores of Oklahomans, and countless attorneys besides Gensman succumbed to the temptation of black gold. That Gensman frequently included both in-state and out-of-state attorneys in his oil ventures and that other attorneys also sought his participation in their oil enterprises indicate widespread involvement of attorneys in the oil business.<sup>9</sup>

A study of L. M. Gensman thus leads one to conclude that his relentless desire to acquire material wealth and his personal traits of tenacity, affability, sagacity, and frugality account principally for the attempts he made to achieve appointment and election to political offices and for the successes he attained as an attorney and as a speculator in outside ventures.

## CONCLUSION

## NOTES

<sup>1</sup>Billington, Gore, pp. 127-79.

<sup>2</sup>U.S., Congress, House, 67th Cong., 4th sess., 27 February 1923, Congressional Record 64:4813-816.

<sup>3</sup>Nettie Wolverton Tilton, "The Black Story," Chronicles of Comanche County 2 (Spring 1956):38 (hereafter cited as Tilton, "Black,"); Charles C. Black to Morris Heagy, 29 June 1909, Black Coll., M.G.P.

<sup>4</sup>John M. Hale to Charles C. Black, 4 November 1902; Publishers Clearing House to Charles C. Black, 19 June 1903; Charles C. Black to H. D. Dillard, 21 May 1904; Sterur Publishing Co. to Charles C. Black, Black Coll., M.G.P.

<sup>5</sup>G. P. Caine to Charles C. Black, 28 March 1903; R. E. Shryock Co. to Charles C. Black, 1 April 1903; Charles C. Black to R. E. Shryock, 7 April 1903; Charles C. Black to Cassius M. Gilbert, 14 April 1903; R. E. Shryock to Charles C. Black, 18 April 1903; Charles C. Black to R. E. Shryock Co., 20 April 1903; Cassius M. Gilbert to Charles C. Black, 25 April 1903, Black Coll., M.G.P.; Carter, "Voices.", pp. 85-87.

<sup>6</sup>Charles C. Black to Scott Ferris, 17 February 1917; Scott Ferris to Charles C. Black, 24 February 1918, Black Coll., M.G.P.; Owen Black to Suzanne J. Crawford, 1 October 1979, personal letter; Lawton Constitution, 6 May 1923; Tilton, "Black," p. 38.

<sup>7</sup>Scales, "Political History of Oklahoma," pp. 36-37; L. M. Gensman to Everett Petry, 15 November 1918, Gensman Coll., M.G.P.

<sup>8</sup>L. M. Gensman to Isaacs & Isaacs, 3 September 1914, Gensman Coll., M.G.P.; Hofstadter, Age of Reform, pp. 158-61.

<sup>9</sup>L. M. Gensman to Cham Jones, 10 October 1917; O. H. Searcy to L. M. Gensman, 12 October 1917; L. M. Gensman to W. F. Wilson, 19 September 1918; W. F. Wilson to L. M. Gensman, 21 September 1918; L. M. Gensman to Edwards, Kramer & Edwards, 17 April 1920, Gensman Coll., M.G.P.



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