

## MEETING OF FEBRUARY 9, 1900.

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The following call for a special meeting of the Board of Trustees of the University of Illinois was issued February 3, 1900:

Upon the call of the president, Mr. Alexander McLean, there will be a special meeting of the Board of Trustees of the University of Illinois at 9:00 o'clock, a. m., Friday, February 9, 1900, at the Sherman House, Chicago, Illinois, to consider the report of the committee on relations with the School of Medicine and to transact such other business as may be duly presented.

When the Board was called to order there were present Messrs. Bayliss, Bullard, McLean, Nightingale and Smith and Mrs. Flower and Mrs. Abbott. Mr. Hatch came in a little later. Those absent were Governor Tanner, Messrs. Fulkerson and McKay and Mrs. Carriel.

### THE UNIVERSITY AND THE SCHOOL OF MEDICINE.

The special committee appointed upon the relations of the University with the School of Medicine reported as follows:

#### *To the Board of Trustees:*

At the regular meeting of the Board in September last a resolution offered by Mrs. Flower was adopted appointing the President and Business Manager of the University and the chairman of the Committee on the School of Medicine a special committee to confer with representatives of the College of Physicians and Surgeons and "ascertain what terms can be arranged for the permanent union of the University with the College of Physicians and Surgeons upon the basis of the University ultimately acquiring the title to the property of said College."

After many conferences with a committee of the College of Physicians and Surgeons, extending through the fall months, the committee reported to the Board on December 19th, a tentative agreement designed to accomplish the object in view. Action upon this was deferred until January 10th. At that time the matter was thoroughly discussed and some important modifications were proposed by Mr. Bullard which commended themselves to the Board and it was thereupon voted, with but one dissenting member, that "it is advisable to make a contract with the College of Physicians and Surgeons substantially on the basis of the committee's report, revised and suggested by Mr. Bullard;" and Mr. Bullard and Mrs. Carriel were added to the committee.

Representatives of the committee, so enlarged, have held several conferences with representatives of the College of Physicians and Surgeons and have finally agreed upon the details of a contract which has been carefully put in form by counsel and is herewith submitted.

This contract, in all matters save one, is in exact accord with the vote of the Board, and in other regards is more favorable to the University than the Board required. The exception relates to the fixing of minimum and maximum amounts to be paid to the University annually from the net earnings of the School of Medicine. Upon discussion the committee concluded that the provision was not expedient and would not operate advantageously, and it was accordingly eliminated.

Briefly stated the contract provides: (1) That the value of the real and personal property, equipment, and good will of the College of Physicians and Surgeons is, for the purpose of this agreement, \$217,000: (2) That this entire property shall be leased to the University for the term of twenty-five years, or until the termination of the agreement, at \$12,000 per year and taxes and assessments: (3) That the net earnings shall in the meantime belong to the two institutions and that out of what has accrued under the lease now in force the University shall have and own \$8,000 and the College the remainder, and that under the new agreement the University shall have one-third and the stockholders of the College two-thirds of the net earnings: (4) That the College shall forthwith make a sufficient conveyance to the University *in escrow* of all its property and good will and shall make a sufficient conveyance of all properties which may hereafter be acquired: (5) That the share of the University in the net earnings shall be paid annually in cash and be set apart in a separate fund for the purchase of the property and kept invested: (6) That when this fund equals the purchase price of the property it shall be paid over and the conveyance delivered with the option to close the matter out by paying the existing difference in cash at the end of the twenty-five years if the agreement shall not have been already consummated: (7) That during the continuance of the lease the right of initiative as to the policy of, and appointments in, the College shall be with the faculty thereof, including the President of the University, but that ultimate authority shall be with the Board of Trustees; and any enlargement of expenditures shall be by concurrent action: (8) That the University will use the revenues of the College to upbuild the same and advance medical science without being confined to any particular branches of study or methods of instruction: (9) That the College shall not carry on any medical work except in connection with the University: (10) That the University shall not be bound to pay any moneys whatever in connection with the matter except out of the revenues of the College of Medicine.

Many minor details have claimed close attention and are covered by the formal agreement, but the foregoing is a statement of all points believed to be important.

In a word, the agreement does not bind the State in a financial way in any respect, and it is confidently expected to result in the acquisition of a valuable property and good will by the State, and in the promotion of the symmetrical organization and the enhancement of the general usefulness of the State University, through extending the influence of the State in an entirely legitimate and commendable way to the advancement of medical education; and there are substantial reasons for believing that this may be completed inside of twenty-five years.

The Committee recommends that the Board approve the subjoined agreement, and authorize the proper officers to execute the same in duplicate on behalf of the University.

February 9, 1900.

A. S. DRAPER,  
S. W. SHATTUCK,  
A. F. NIGHTINGALE,  
S. A. BULLARD,

*Committee.*

## AGREEMENT BETWEEN THE COLLEGE OF PHYSICIANS AND SURGEONS OF CHICAGO, AND THE UNIVERSITY OF ILLINOIS.

*Witnesseth:* That, Whereas, The College of Physicians and Surgeons of the City of Chicago, and the University of Illinois, did, upon the first day of April, 1897, enter into an agreement whereby the property and effects of the College of Physicians and Surgeons were leased to the University of Illinois for the period of four years from the twenty-first day of April, 1897, and whereby the said College became the School of Medicine of the said University; and,

*Whereas,* The arrangement set forth in said agreement has proved satisfactory to the parties and mutually advantageous to the institutions named and to the interest of medical education; and,

*Whereas,* The earnings of the School of Medicine under the arrangement have exceeded the expenses thereof, and it is deemed that each of the two institutions is equitably entitled to share in the surplus sum arising in the manner and for the purposes hereinafter set forth; and,

*Whereas,* The stockholders of the College of Physicians and Surgeons, being members of the medical profession practicing in the City of Chicago, invested their money in founding a medical college for the advancement of the interests of their profession, which money has never been repaid to them; and,

*Whereas,* The surplus earnings of the College of Physicians and Surgeons under the management of the University of Illinois for a term of twenty-five (25) years or thereabouts, now promise to assure the repayment of the money so put into a new and uncertain enterprise, together with a reasonable compensation for the use thereof, and at the same time to clear the property of said institution of liens, incumbrances and indebtedness; and,

*Whereas,* The stockholders of said College of Physicians and Surgeons recognize the equitable interest and claim of the University of Illinois in and to a part of the surplus earnings, and

*Whereas,* The College of Physicians and Surgeons desire after such reimbursement and the compensation herein provided for and in consideration thereof, to make over and transfer all of its property to the University of Illinois, upon the performance of the contingencies and conditions named herein, and also earnestly desire to secure the permanent stability and vigorous growth of the School of Medicine along the most scientific lines, to the end that it may in the largest measure realize the great and beneficent ends for which the College of Physicians and Surgeons was founded, and believe that any equities of the University of Illinois will be met and the purposes of the stockholders of the College of Physicians and Surgeons be most fully accomplished by the agreement hereinafter set forth looking to the ultimate permanent transfer of the property and good will of the College of Physicians and Surgeons to the University of Illinois, believing as said stockholders do that the State of Illinois and the University of Illinois will exercise their great power in the premises without regard to the interest of individuals, parties, or classes, and for the uplifting of medical science and the good of our common humanity.

Now, therefore, to fulfill the purposes of the College of Physicians and Surgeons and the University of Illinois the two said corporations do enter into the following agreement, to-wit:

1. This indenture is made this ninth day of February in the year of Our Lord One Thousand Nine Hundred, between the College of Physicians and Surgeons, a corporation duly incorporated and existing under and by virtue of the laws of the State of Illinois, party of the first part, and the University of Illinois, a corporation duly incorporated and existing under and by virtue of the laws of the State of Illinois, party of the second part,—

2. That the said party of the first party, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, has demised and leased to the said party

of the second part all those premises lying and being in the City of Chicago, in the County of Cook, in the State of Illinois, known and described as follows, to-wit:

Lots Nos. fifteen (15), sixteen (16), seventeen (17), and eighteen (18), in Balestier's Sub-division of Block No. twenty-three (23) in Ashland Second Addition to Chicago, as by a plat of Sub-divisions entitled "Balestier's Sub-division of Blocks eleven (11), part of fourteen (14), eighteen (18), east half of nineteen (19) and twenty-two (22), and all of twenty-three (23) in Ashland Second Addition to Chicago." The said plat of sub-divisions having been recorded in the recorder's office of Cook County, in the State of Illinois, in Book 166 of Maps, pages 70 and 71, and recorded in the same office in Book 14 of Plats, page 85.

To have and to hold the said above described premises with the appurtenances thereunto belonging, together with the property described in the schedule hereto attached, marked "Schedule A," (which schedule bears the signature of D. A. K. Steele, President of the College of Physicians and Surgeons, and S. W. Shattuck, on behalf of the University of Illinois, for the purpose of identification) unto the said party of the second part, from the first day of May, in the year of Our Lord One Thousand Nine Hundred for and during and until the thirtieth day of April in the year of Our Lord One Thousand Nine Hundred and Twenty-five.

3. And the said party of the second part, for and in consideration of the leasing of the premises aforesaid, by said party of the first part to said party of the second part, and also for and in consideration of the covenants and agreements hereinafter contained, to be kept and performed by the said party of the first part, its successors and assigns, covenants and agrees to pay to said party of the first part, as rent for said premises and property for said period of twenty-five (25) years, the sum of three hundred thousand (\$300,000.00) dollars, being an annual rental of twelve thousand (\$12,000.00) dollars, to be paid by the said party of the second part to the said party of the first part in semi-annual installments as follows: The sum of six thousand (\$6,000.00) dollars at the end of each six (6) months of the term of this lease: *Provided*, however, that the party of the second part shall not be required to pay said rental to said party of the first part, except out of the net earnings of the School of Medicine, that is, the net earnings that remain after all other expenditures, except the payment of said installments of rental under this lease, and *Provided* further, that, if this lease under the terms hereof shall not terminate at the end of the twenty-five (25) years, then said rental of twelve thousand (\$12,000.00) dollars a year shall continue to be paid in the same way and under the same conditions until said lease shall be terminated under the provisions hereof.

4. It is hereby further covenanted and agreed by and between the parties hereto, that the real estate hereinbefore described and the personal property set forth in Schedule A, comprise all of the real estate, furniture, apparatus, equipment, books, drugs and other effects of the party of the first part hereto, hereby leased and covenanted to be conveyed according to the terms and provisions of this instrument.

2. And said party of the second part further covenants and agrees to pay (in addition to the rents above specified) all water rents, taxes, and assessments of every kind which may be levied or charged on or against said premises for and during the term for which this lease is in force, and save the premises and the said party of the first part harmless therefrom; and that the said second party will keep said premises in a clean and wholesome condition, in accordance with the ordinances of the City of Chicago and directions of the health officers. *Provided* that these said charges be paid out of the earnings of the School of Medicine the same as is specified for the payment of rent, in article 3 of this agreement. And it is further agreed that all plumbing, water pipes, gas pipes, and sewerage shall be at the risk of said second party.

6. It is agreed by and between the parties hereto, for the purposes of this instrument, that the value of the real estate, equipments, and good will and property of all kinds hereinbefore described and referred to in Schedule A

and belonging to said party of the first part is two hundred and seventeen thousand (\$217,000.00) dollars, and that said sum is agreed upon as the price at which the same shall be purchased by the said party of the second part as hereinafter provided.

7. It is hereby further agreed by and between the parties hereto that the term "net earnings" used in this instrument shall mean all that sum remaining of the gross earnings of the College of Medicine for any year after the payment of all current expenses including all sums herein named as contingent rental payable to the College of Physicians and Surgeons.

8. It is further agreed between the parties hereto that the net earnings of the College of Medicine shall belong to the College of Physicians and Surgeons and the University of Illinois, and shall be divided semi-annually as follows, to-wit: On the fifteenth day of November and the fifteenth day of May of each year, not including May of the first year, and on the thirtieth day of April in the final year of this lease, the Business Manager of the University of Illinois and the Actuary of the College of Medicine shall determine the net earnings for the then current or expiring year and two-thirds of said net earnings shall be paid to the Treasurer of the College of Physicians and Surgeons and one-third shall remain in the hands of the Treasurer of the University of Illinois, as in the paragraph next below agreed. *Provided, however,* that on the fifteenth day of November of each year, only so much of said net earnings shall be divided as the Business Manager of the University of Illinois and the Actuary of the College of Medicine shall decide may not be needed to meet the estimated current expenses of the College of Medicine for the succeeding six months.

9. It is further agreed by and between the parties hereto, that the University of Illinois shall set apart that portion of the net earnings of the College of Medicine belonging to the University of Illinois under the division aforesaid in a distinct and separate fund called the Medical College Purchase and Endowment Fund, and that the University of Illinois shall keep the moneys of said fund, including the annual interest thereon continually invested in interest bearing securities till the completion of the life of this lease and the conclusion of the purchase of the property and good will of the College of Physicians and Surgeons as provided for in this agreement, and except as hereinafter provided for for the payment of the mortgage indebtedness of the College of Physicians and Surgeons.

10. It is further understood and agreed, that the stockholders of the College of Physicians and Surgeons and said corporation have agreed to sell and transfer, and do hereby agree to sell and transfer to the University of Illinois, and the University of Illinois has agreed and does hereby agree to purchase all the rights, title, and interest of the College of Physicians and Surgeons in all its real estate described in section 2 of this agreement and the equipments and good will and property of all kinds hereinbefore described and referred to in Schedule A, free from all incumbrances and liens for the sum of two hundred and seventeen thousand (\$217,000.00) dollars, the said transfer to be made on the first day of May in the year of Our Lord one thousand nine hundred and twenty-five, if the amount of the Medical College Purchase and Endowment Fund described in section 9 above shall at that date have amounted to the purchase price provided for and agreed to in this instrument. *And it is further agreed* by and between the parties hereto, that if the amount of the said Medical College Purchase and Endowment Fund shall not at that date equal the amount of the purchase price herein provided for, then this lease shall continue from year to year until the amount of the Medical College Purchase and Endowment Fund, through its periodical divisions of one-third of the net earnings of the College of Medicine, with interest which shall accrue thereon, shall amount to the full purchase price of the property of the College of Physicians and Surgeons under the provisions of this agreement.

*It is provided, however, and hereby agreed,* by and between the parties hereto that at the end of the twenty-five (25) year term provided for in this instrument, the University of Illinois shall have at that time the right and option to pay the full purchase price of the property and good will of the College of

Physicians and Surgeons remaining unpaid, either out of the Medical College Purchase and Endowment Fund, or out of any other moneys at its command, upon the condition that said University of Illinois shall at least a year prior to the expiration of said term of twenty-five (25) years, notify said College of Physicians and Surgeons of its election to pay said purchase price in full, and upon the condition that said option and election shall be exercised at that time, that is, at the time when said period of twenty-five (25) years shall have expired and upon such payment at said time by said University of Illinois the deeds to said properties of the College of Physicians and Surgeons bearing even date herewith and held *in escrow* by the Secretary of State of the State of Illinois, shall be delivered to said University of Illinois.

*It is further provided* that on the same date as that of the execution of this agreement a deed of the property of the College of Physicians and Surgeons, with all its equipments and good will, shall be duly executed by said College of Physicians and Surgeons conveying the same to the University of Illinois, subject only to its present mortgage indebtedness, said deed to be held *in escrow*, by the Secretary of State of the State of Illinois, until such time as the University of Illinois shall have paid the full purchase price of the property herein provided to be sold, upon the completion of which payment such deed shall be delivered to the Trustees of the University of Illinois.

*It is, however, further agreed by and between the parties hereto*, that the University of Illinois shall pay out of the said Medical College Purchase and Endowment Fund from year to year as it is earned, the mortgage indebtedness of the College of Physicians and Surgeons now existing until the same shall have been fully discharged, and interest on the amount of said payments shall be allowed to the party of the second part at the rate of four (4) per cent. per annum, and shall be paid by the party of the first part to the party of the second part annually in cash, and the party of the second part will add such payments of interest to the said Medical College Purchase and Endowment Fund.

Said mortgage indebtedness is fully set forth in Schedule B hereto attached (which said Schedule B bears the signature of D. A. K. Steele, President of the College of Physicians and Surgeons, and S. W. Shattuck, on behalf of the University of Illinois, for the purpose of identification.)

*It is further agreed by and between the parties hereto*, that no other or further indebtedness shall be incurred by the party of the first part without the written consent of the party of the second part.

11. It is further agreed by and between the parties hereto that the Medical College Purchase and Endowment Fund of the University of Illinois shall be held inviolable and applied only as herein provided, and at the close of the lease herein entered into, on the first day of May in the year of Our Lord One Thousand Nine Hundred and Twenty-five, be applied to the payment of the purchase price of the property of the College of Physicians and Surgeons herein leased, and the surplus, if any, shall be expended as may be necessary in the purchase of further grounds, buildings, and equipments for the College of Medicine of the University: *Provided*, that, if on the date of May first, 1925, there are not sufficient funds in the said Medical College Purchase and Endowment Fund to pay for such purchase then said lease shall be extended from year to year and the day for the purchase of said property of the College of Physicians and Surgeons and for the payment for the same shall be deferred till the thirtieth day of April next after the said fund shall have increased so as to be equal to the said amount: *And, provided further*, if the purchase price of two hundred and seventeen thousand (\$217,000) dollars agreed upon shall have been increased in accordance with and in consequence of the provisions herein providing for the increase of said purchase price then the payment provided for herein shall be made and the transfer of said property be made, and the delivery of the deed held *in escrow* shall be made to the Trustees of the University of Illinois, when the sum in said Medical College Purchase and Endowment Fund shall be equal to the purchase price increased as herein provided for and paid over to the College of Physicians and Surgeons, unless said purchase price shall be paid in full upon the expiration of the term herein demised, and it is further understood and agreed that on the payment of the purchase price herein stated the College of Physicians and Surgeons shall

convey by good and sufficient deed to the University of Illinois all of said properties, equipments, and good will, and also all additional properties and equipments acquired under the terms of this agreement.

12. It is further agreed by and between the parties hereto, that the College of Physicians and Surgeons, after being authorized to do so by the Board of Trustees of the University of Illinois, may purchase additional lands and construct or purchase additional buildings, acquire additional equipment, or make other permanent improvements for the purposes of the College of Medicine at a cost stated in the act, resolution, or permit of the Board of Trustees of the University when the said improvements or purchases are authorized. *Provided*, that the cost of said several purchases, improvements, and equipments shall be agreed upon and stated in the act, resolution, or permit of the Board of Trustees authorizing the said several purchases, improvements, and equipments; and, *Provided further*, that the improvements shall be made under the supervision of the Board of Trustees of the University of Illinois, and the actual cost thereof shall be audited by the Board of Trustees of the University of Illinois and entered upon its records.

*And it is further agreed*, That the purchase price of two hundred and seventeen thousand (\$217,000.00) dollars stated herein shall be increased by such amount or amounts actually expended by the College of Physicians and Surgeons in said purchases, improvements, and equipments and audited and approved by said Board of Trustees of the University of Illinois.

*And provided further*, That no increase shall be made in the said purchase price of two hundred and seventeen thousand (\$217,000.00) dollars for any expenditure or expenditures not authorized by the Board of Trustees of the University of Illinois as herein stipulated. *And it is further agreed by and between the parties hereto*, that in case the College of Physicians and Surgeons shall make purchases or improvements as provided for herein that the amount of annual rental stated in this agreement shall be increased by an amount equal to four (4) per cent of the amount or amounts of the actual cost of the said purchases, improvements and equipments.

13. It is further agreed by and between the parties hereto, that the University of Illinois, with the approval of the Board of Directors of the College of Physicians and Surgeons, may purchase lands and construct or purchase buildings or equipments for the purposes of the College of Medicine, paying for the same out of funds other than the earnings of the College of Medicine, and in such case it is agreed that the College of Physicians and Surgeons will deduct from the annual rental due it from the University of Illinois a sum equal to four (4) per cent of the cost of such lands, buildings and equipments.

14. It is hereby further agreed by and between the parties hereto that a working fund of eight thousand (\$8,000.00) dollars shall be established by the College of Physicians and Surgeons on or before the first day of May, 1900, which shall be the property of the University of Illinois, under the provisions of this instrument for current expenses only of the College of Medicine, and that said fund of eight thousand (\$8,000.00) dollars shall be replenished so as to bring it to that amount, out of the gross earnings of the College of Medicine upon the first day of May of each year during the life of this lease.

15. And the said party of the second part further agrees with the said party of the first part that said second party will, during the term of this lease, conduct and carry on upon the premises hereinbefore described a College of Medicine and Surgery, and no other school or business whatever, and that it will continue during the said term to use the name "College of Physicians and Surgeons" in connection with the term "College of Medicine of the University of Illinois," as the name and designation of said College.

16. And it is further agreed by and between the parties hereto as one of the conditions and considerations of this lease that the University of Illinois shall not establish or become identified with any other College or School of Medicine, or Medical Business or Department of any kind other than the College of Medicine herein referred to during the life of this lease. But this shall not be interpreted as prohibiting the introduction into the curriculum of the College of Medicine of any branch of study or method of instruction not now included therein.

17. It is further agreed by and between the parties hereto that the Faculty of the College of Medicine, during the life of this lease, shall be made up of the President of the University, and the Professors, Associate Professors, Adjunct Professors, and Lecturers belonging to the corps of instruction of the College of Medicine and shall be known as the Teaching Faculty of the College of Medicine.

18. And it is further agreed by and between the parties hereto that during the life of this lease the President of the University and such members of the Teaching Faculty of the College of Medicine as hold and own twenty or more shares of stock in the College of Physicians and Surgeons, shall constitute the Executive Faculty of the College of Medicine.

19. It is further agreed by and between the parties hereto that during the life of this lease the Executive Faculty of the College of Medicine shall have an advisory relation to the President and Business Manager of the University, and to the Board of Trustees with respect to all matters appertaining to the College of Medicine. It shall annually nominate to the Board of Trustees through the President of the University from its membership a Dean, an Actuary, and a Secretary for the College of Medicine.

There shall also be reserved to the Executive Faculty the right to nominate in like manner candidates to fill vacancies in the corps of instruction, and it shall in like manner cooperate with the University of Illinois in determining the educational policy of the School.

Further, the Dean, with the advice and consent of the Executive Faculty, shall recommend, as occasion may arise, the acceptance of resignations, or dismissals from the corps of instruction, and shall in like manner, from time to time, recommend discontinuance or establishment of chairs of instruction, or the change of title of any chair.

It is further provided, however, that should the Board of Trustees of the University not be able to secure from the said Executive Faculty, by a majority vote thereof, the nomination of a person who is, in the judgment of the Board of Trustees, qualified and suitable to fill the office of Dean, or one who is qualified and suitable to fill the office of Actuary, or one who is qualified and suitable to fill the office of Secretary, or one is qualified and suitable to fill any vacancy in a teaching position for which the Executive Faculty is empowered to make nominations, then, and in that case, the Board of Trustees may direct the Teaching Faculty of the College of Medicine to nominate a person who shall be qualified and suitable to fill such vacancy; and in case the Teaching Faculty, by a majority vote thereof, shall fail to nominate a person qualified and suitable in the judgment of the Board of Trustees to fill such vacancy, then, in that case, the Board of Trustees may proceed to elect such a person to fill such vacancy without reference to any nomination on the part of the Faculty for such office or such teaching position.

20. It is further agreed by and between the parties hereto, that the Actuary shall, with the advice and consent of the Executive Faculty, recommend the rate or compensation to be paid to any member of the corps of instruction, or to any officer or employe of the College of Medicine. He shall, under the same conditions, recommend in what manner and in what amount other sums from the treasury of the College of Medicine shall be expended on its account.

Nevertheless, the Board of Trustees may decide to pay to any officer, teacher, or employe, a salary which shall be less in amount than that recommended by the Actuary and the Executive Faculty to be paid to any such person, but may not increase such salary, to be paid out of the working fund above provided for, or out of the earnings of the College of Medicine, beyond the sum thus recommended.

Expenditures recommended by the Actuary and the Executive Faculty to be paid out of the working fund or earnings of the College of Medicine, for any purpose other than the payment of salaries, may be approved, disapproved or reduced in amount by the Board of Trustees, but may not be increased beyond the sums named in such recommendations.



21. It is further agreed by and between the parties hereto, that any change in the tuition and other fees now in vogue in the School of Medicine, hereafter to be known as the College of Medicine, shall be the subject of recommendation by the Executive Faculty to the Board of Trustees, and by such Board be approved or disapproved.

22. It is hereby agreed by and between the parties hereto, that after the expiration of this lease, and the purchase of the properties mentioned in this instrument by the University of Illinois, the party of the first part, in view of the conveyance of its good will as provided for in this agreement, shall not thereafter conduct a Medical College or School, or do any other business in that line.

23. It is further agreed and provided by and between the parties hereto, that this lease shall not be assignable by the University of Illinois during the life of this lease.

24. It is further stipulated and agreed between the parties hereto, that if any stipulation, covenant, or agreement herein contained is in excess of or beyond the corporate powers of either of said parties such fact shall in no wise impair or affect the validity of this instrument or the rights of said parties hereunder, and that this instrument and the rights of the parties under it shall be construed to be the same as they would have been if everything herein contained in excess of or beyond the corporate powers of either party had been omitted therefrom.

In witness whereof, the undersigned officers of the respective parties hereto, authorized by resolution of their respective Boards, and also a committee appointed by the party of the first part, consisting of D. A. K. Steele, Oscar A. King, John B. Murphy, and William E. Quine, have hereunto attached their signatures as official representatives of the parties hereto and the corporate seals of said parties at the City of Chicago in the State of Illinois, on the ninth day of February, A. D. 1900.

Committee.	{ D. A. K. STEELE,	[SEAL]
	{ OSCAR A. KING, V. Pres.	[SEAL]
	{ JOHN B. MURPHY,	[SEAL]
	{ WM. E. QUINE.	[SEAL]

[Seal of College of Physicians and Surgeons.]	THE COLLEGE OF PHYSICIANS AND SURGEONS,	
	OF CHICAGO, BY D. A. K. STEELE, Pres.	[SEAL]
	WM. ALLEN PUSEY, Secretary.	[SEAL]

[Seal of the University of Illinois.]	UNIVERSITY OF ILLINOIS,	
	BY ALEXANDER McLEAN, Pres.	[SEAL]
	W. L. PILLSBURY, Secretary,	
	Board of Trustees, University of Ill.	[SEAL]

STATE OF ILLINOIS, }  
COUNTY OF COOK. } ss.

I, E. Evelyn Ballard, a Notary Public, in and for said county and State aforesaid, do hereby certify that on this ninth day of February, A. D., 1900, personally appeared before me, D. A. K. Steele, Oscar A. King, Wm. E. Quine, D. A. K. Steele, President, and Wm. Allen Pusey, Secretary, of the College of Physicians and Surgeons, and Alexander McLean, President, and W. L. Pillsbury, Secretary, of the Board of Trustees of the University of Illinois, to me personally known to me to be the same persons who executed the foregoing instrument, and severally acknowledged that they had executed the same for the purposes therein set forth.

In witness whereof, I have hereunto set my hand and seal the day and year above written.

[Notary Seal]

E. EVELYN BALLARD,  
*Notary Public.*

STATE OF ILLINOIS, }  
COUNTY OF COOK. } ss.

I, E. Evelyn Ballard, a Notary Public, in and for said county and State aforesaid, do hereby certify that on this twelfth day of February, A. D. 1900, personally appeared before me John B. Murphy, to me personally known to me to be the same person who executed the foregoing instrument, and acknowledged that he had executed the same for the purposes therein set forth.

In witness whereof, I have hereunto set my hand and seal the day and year above written.

[NOTARY SEAL.]

E. EVELYN BALLARD,  
*Notary Public.*

#### SCHEDULE B.

The following is a full and complete schedule of all the liabilities of the College of Physicians and Surgeons existing at the present date:

First—A loan of twenty-five thousand (\$25,000.00) dollars due Hetty Green, December, 1901, secured by mortgage on the property of the College of Physicians and Surgeons.

Second—Bonds secured by second mortgage to the amount of fifteen thousand (\$15,000.00) dollars, due December, 1905.

Third—Also twenty-five thousand (\$25,000.00) dollars in bonds, secured by mortgage, due December, 1912.

Fourth—A note for two thousand (\$2,000.00) dollars, running to Dr. — Trott, due December, 1900.

Fifth—And finally, three thousand, seven hundred (\$3,700.00) dollars, due D. A. K. Steele for cash advancement, and unsecured.

Making a total of seventy thousand, seven hundred (\$70,700.00) dollars.

For the purpose of identification witness our signatures hereto.

February 9, 1900.

D. A. K. STEELE, *President*,  
S. W. SHATTUCK.

Mr. Smith moved that the report of the committee be received and adopted and that the President and Secretary of the Board of Trustees of the University of Illinois be intrusted to execute in duplicate the contract reported.

Upon this motion the roll was called and the vote stood: Ayes—Bayliss, Bullard, Hatch, McLean, Nightingale and Smith and Mrs. Flower and Mrs. Abbott. Noes—none. Absent—Tanner, Fulkerson, McKay, Carriel.

The Secretary was instructed to have the contract recorded in Cook county when it had been duly executed.

President Draper offered the following recommendation.

#### TITLES OF SCHOOLS OF MEDICINE AND LAW.

*To the Board of Trustees:*

I recommend that the School of Medicine be made the College of Medicine, and the School of Law the College of Law.

Very respectfully,

A. S. DRAPER,  
*President.*

This recommendation was adopted.

## MUSIC FEES.

It was voted that the words "residents of the State of Illinois" should be inserted after the words "matriculated students" in the first paragraph of the resolution with regard to instruction in music, adopted September 12, 1899.

The resolution as amended reads as follows:

*Resolved*, By the Board of Trustees of the University of Illinois, that all matriculated students, residents of the State of Illinois, shall be entitled to instruction in all departments of the School of Music at no higher rates than students of other departments of the University are charged.

That all persons desiring to enter the School of Music shall be subject to the rules in force in other departments of the University touching qualifications and course of study. An examination shall be had as in other departments to the end that each pupil shall maintain the required standing.

This resolution shall be in force from and on September 1, 1900.

Upon the suggestion of the Business Manager, \$100 was appropriated for contingent expenses on the south farm and \$100 for contingent expenses in the military department.

Professor Shattuck, who, with Captain Clark, had been directed to call for bids for furnishing uniforms to the cadets of the battalion, presented the following report:

## UNIFORMS FOR THE BATTALION.

UNIVERSITY OF ILLINOIS, Feb. 8, 1900.

*Board of Trustees, University of Illinois.*

GENTLEMEN:—The undersigned beg leave to report that under directions given by your action of Sept. 12, 1899, we advertised, in the Champaign and Urbana papers for two weeks, for proposals for bids to furnish uniforms to the students. A copy of the advertisement is attached herewith. January 20, 1900, at 2:00 p. m., we met in the business office, when the following bids were received, but not opened, as it was thought best to ask for instructions from the Board. No bidders were present at that time.

## LIST OF BIDDERS.

N. C. Lilly & Co., Columbus, O.  
Ottenheimer & Co., Champaign, Ill.  
Fred Kaufman, 160 Market St., Chicago, Ill.  
Unknown, St. Louis, Mo.

Respectfully submitted,

S. W. SHATTOCK,  
D. H. CLARK,

*Committee.*

Upon motion of Mr. Smith these bids were then opened and were referred back to the Business Manager and Captain Clark, who were directed to tabulate the bids and report to the Board of Trustees at its meeting in March next.

On motion of Mr. Bayliss, the Secretary was authorized to make all arrangements for printing the minutes of the meetings of the Board and was instructed to have the minutes of each meeting printed within ten days after the adjournment of the same.

Mr. Smith, from the Committee on Printing, reported that bids had been taken for printing the "University Studies," and the bid of "The Gazette," of Champaign, being the lowest and best, it was recommended that the bid be accepted, and it was so ordered.

Mr. N. B. Morrison's bill of expenses incurred in attending upon the taking of depositions in the suit against Spalding and his bondsmen and at the trial of the suit against the bondsmen living in Chicago, was presented to the Board by President McLean, together with a letter accompanying the same from Wilson, Moore & McIllvaine, and the bill and letter were referred to the Finance Committee with instructions to report upon the same at the meeting of the Board in March.

The Board adjourned.

W. L. PILLSBURY,  
*Secretary.*

ALEXANDER McLEAN,  
*President.*