

MEETING OF THE BOARD OF TRUSTEES
OF THE
UNIVERSITY OF ILLINOIS

March 11, 1930



The annual meeting of the Board of Trustees of the University of Illinois was held at the Blackstone Hotel, in Chicago, at 10 o'clock a.m. on Tuesday, March 11, 1930.

The following members were present: President Armstrong, Mr. Barr, Mrs. Evans, Mr. Fisher, Mrs. Grigsby, Dr. Noble, Mr. Trees.

President Kinley was present.

MINUTES APPROVED

The Secretary presented the minutes of the meeting of February 5, 1930, and of the adjourned session of February 20, 1930.

On motion of Mrs. Grigsby, the minutes were approved as printed on pages 495 to 534 above.

DR. CHASE'S ACCEPTANCE OF THE PRESIDENCY

The Secretary presented a letter from Dr. Harry Woodburn Chase, accepting the Presidency of the University.

On motion of Mr. Trees, the Secretary's notice and Dr. Chase's acceptance were made a matter of record.

February 20, 1930

Dr. Harry Woodburn Chase, University of North Carolina, Chapel Hill, North Carolina

MY DEAR DR. CHASE:

The Board of Trustees of the University of Illinois has elected you President of the University of Illinois, to serve on an indefinite tenure, at the pleasure of the Board, at a salary of \$20,000 a year. Your term of service is to begin before the opening of the next academic year, the exact date to be fixed in conference with yourself, President Kinley, and the Committee of the Board.

Please send me your formal acceptance for my files.

Sincerely yours,
H. E. CUNNINGHAM
Secretary

February 24, 1930

Mr. H. E. Cunningham, Secretary Board of Trustees, University of Illinois

MY DEAR MR. CUNNINGHAM:

I have received your letter of February 20th in which you state that the Board of Trustees of the University of Illinois has elected me to the Presidency of the University of Illinois. It gives me pleasure in this formal way to confirm my acceptance of this election already sent you by telegram.

I am looking forward with a great deal of pleasure to my relations with the Board of Trustees and with the members of the faculty and students of the University of Illinois.

Cordially yours,
H. W. CHASE

TELEGRAM FROM GOVERNOR GARDNER

President Armstrong presented the following telegram received from Governor O. Max Gardner of North Carolina.

RALEIGH, NORTH CAROLINA
March 7, 1930

Chairman of Trustees, University of Illinois, Urbana, Illinois

The Board of Trustees of the University of North Carolina in session extends congratulations to the University of Illinois in the election of Dr. Harry Woodburn Chase to its Presidency but regrets the great loss sustained by the University of North Carolina.

O. MAX GARDNER
Governor, President, Ex Officio

ELECTION OF OFFICERS

On motion of Mr. Armstrong, Mr. Trees was elected to act as chairman of the meeting for the election of the President of the Board.

MR. GEORGE A. BARR ELECTED PRESIDENT OF THE BOARD

Mr. Armstrong nominated Mr. George A. Barr for the office of President of the Board of Trustees for one year.

On motion of Dr. Noble, the nominations were closed and the Secretary was instructed to cast the unanimous ballot of the Board

for Mr. Barr as President. The ballot was cast, and Mr. Barr was declared elected.

Mr. Barr took the chair and thanked the Board for the honor conferred on him.

MR. HARRISON E. CUNNINGHAM ELECTED SECRETARY

On motion of Dr. Noble, Mr. Harrison E. Cunningham was elected Secretary of the Board of Trustees for one year.

PROFESSOR LLOYD MOREY ELECTED COMPTROLLER

On motion of Mrs. Evans, Professor Lloyd Morey was elected Comptroller for one year.

EXECUTIVE COMMITTEE ELECTED

Mrs. Grigsby nominated Mrs. Evans, and Dr. Noble nominated Mr. Armstrong, to serve on the Executive Committee for one year, with the President of the Board as Chairman of the Committee.

On motion of Dr. Noble, the nominations were closed and the Secretary was instructed to cast the unanimous ballot of the Board for Mr. Armstrong and Mrs. Evans as members of the Executive Committee. The ballot was cast, and Mr. Armstrong and Mrs. Evans were declared elected members of the Executive Committee.

AUTHORITY TO RECEIVE MONEY

On motion of Mr. Armstrong, the following resolution was adopted.

RESOLVED, that the Treasurer of the Board of Trustees of the University of Illinois be and he is hereby authorized to receive and receipt for all moneys, and to endorse all orders, drafts, and checks due and payable to the University of Illinois, and especially all drafts drawn by the Treasurer of the United States payable to the Board of Trustees or to the University of Illinois.

AUTHORITY TO DELEGATE SIGNATURES

On motion of Mr. Trees, the following resolution was adopted.

RESOLVED, that the President and the Secretary of the Board of Trustees be and they are hereby authorized to delegate the signing of their names as President and Secretary, respectively, to vouchers to be presented to the State Auditor, and to warrants drawn on the Treasurer of the University, under the following conditions:

The President of the Board of Trustees is authorized to delegate to the Auditor and to the Chief Accountant in the Business Office authority to sign his name, as President of the Board of Trustees, to vouchers against the State Auditor, and to warrants on the University Treasurer, covering vouchers approved in accordance with the regulations of the Board.

The Secretary of the Board of Trustees is authorized to delegate to the Bursar and to the Assistant Bursar in the Business Office authority to sign his name, as Secretary of the Board of Trustees, to vouchers against the State Auditor, and to warrants on the University Treasurer, covering vouchers approved in accordance with the regulations of the Board.

The President and the Secretary of the Board of Trustees are authorized to delegate to the Comptroller authority to sign the name of the President or of the Secretary of the Board of Trustees to vouchers against the State Auditor, and to warrants on the University Treasurer in case of emergency; provided that under no circumstances shall the Comptroller sign the names of both the President and the Secretary to the same warrant or voucher.

MATTERS PRESENTED BY PRESIDENT KINLEY

The Board considered the following matters presented by the President of the University.

PETITION FOR SUNDAY SPORTS

(1) A sealed letter addressed to the Board, and a letter to the President of the University:

March 7, 1930

DEAR MEMBERS OF THE BOARD OF TRUSTEES:

The members of the Interfraternity Council, which is composed of the house presidents of 76 fraternities and a junior representative from each of the 76 houses unanimously voted to ask your permission for Sunday recreation at the University.

This representative student body feels that if the University's golf course and tennis courts, were opened from one o'clock until evening that it would not interfere with any church services or meetings. Investigations have shown that but very seldom any church function is carried on during the afternoon on Sundays. An investigation also showed that the students of the University are at want for some activity on Sunday afternoon, as now their only form of recreation is the movies.

The Interfraternity Council by asking the Board of Trustees for such permission is in no way trying to violate the spirit of Sunday. They are at the present time working with a committee of ministers to have in each semester a fraternity Sunday which all fraternities will attend in a body, the purpose being to increase the interest of students, which is now lacking in the spiritual side of their life.

Since the action of the Interfraternity Council many other organizations have shown a great deal of interest favoring Sunday afternoon recreation. The *Daily Illini* on their editorial page has written four articles strongly in favor of the petition. Skull and Crescent, a sophomore organization of men, has unanimously favored the plan and various outstanding women have spoken in favor of the idea.

Therefore, the Interfraternity Council with such an inclusive consensus of opinion is asking the Board of Trustees to please carefully consider Sunday afternoon recreation which they feel would increase the physical and moral character of all students.

Respectfully yours,

E. C. HOELSCHER, JR.

(for)

THE INTERFRATERNITY COUNCIL

March 10, 1930

President David Kinley, Blackstone Hotel, Chicago, Illinois

MY DEAR PRESIDENT KINLEY:

According to my promise I am sending this letter to you with the vote taken in the First Council of Woman's League, Monday, March 10th, concerning the matter of using the University athletic grounds on Sundays. The vote was unanimous in favor of the students being permitted to use the athletic grounds on Sundays within restricted hours.

The Woman's League wishes to thank you for your interest in this as well as many other affairs of student interest this year.

Very respectfully yours,

ALBERDINE HATCHER

On motion of Mr. Trees, this matter was referred to the President of the University and the Council of Administration for investigation and report.

President Barr was called from the room and on his request Mr. Armstrong acted as Chairman for a short time during the discussion of the above matter.

DR. LEE HARRISON METTLER MADE PROFESSOR EMERITUS

(2) A recommendation from Dean D. J. Davis, in which I concur, that Dr. Lee Harrison Mettler of Chicago, a former member of the faculty of the College of Medicine, be appointed Professor of Neurology, *Emeritus*.

On motion of Dr. Noble, this recommendation was adopted.

DR. WILLIAM E. GAMBLE MADE PROFESSOR EMERITUS

(3) A recommendation from Dean D. J. Davis, in which I concur, that Dr. William Elliott Gamble of Chicago, and formerly a member of the faculty of the College of Medicine, be appointed Professor of Ophthalmology, *Emeritus*.

On motion of Dr. Noble, this recommendation was adopted.

LEAVE OF ABSENCE FOR PROFESSOR HARDY CROSS

(4) A request from Professor Hardy Cross of the Department of Civil Engineering, concurred in by the head of the Department and the Dean, that he be given sabbatical leave of absence on half pay under the rules for the academic year 1930-31, for the purpose of study and travel abroad.

I recommend approval.

On motion of Mr. Trees, this leave was granted.

LEAVE OF ABSENCE FOR PROFESSOR FRANK L. STEVENS

(5) A request from Professor F. L. Stevens of the Department of Botany, concurred in by the head of the Department and the Dean, that he be given leave of absence without pay from September 1, 1930, to September 1, 1931, in order that he may serve as Professor of Plant Pathology at the University of the Philippines and for the purpose of study and travel in Australia and the South Sea Islands.

I recommend approval.

On motion of Mrs. Evans, this leave was granted.

PHYSICIANS' EXTENSION COURSE IN ROENTGENOLOGY

(6) A request from the Dean of the College of Medicine for authority to offer a Physicians' Extension Course in Roentgenology, a clinical post-graduate course designed for those desiring to take up Roentgenology as a specialty; and that the fee for this course be \$100 a semester. The course will extend over two semesters of four months each.

I recommend approval.

On motion of Mr. Trees, this recommendation was adopted.

APPROPRIATION FOR RESEARCH WORK IN CHEMISTRY

(7) Professor W. C. Rose requests an appropriation of \$2500 for two years to carry on an important piece of research in the field of amino acids. This request is approved by Professor Roger Adams and Dean Daniels of the Graduate School and also has the approval of Dean Babcock, whom I have consulted on the matter. It seems to me important and I recommend that an appropriation of \$2500 be made from the Reserve and Contingent Fund for the use of Professor Rose in this research, the amount to be spread over two years. It will be supplemented by a grant of \$1500 from the National Research Council.

On motion of Dr. Noble, this appropriation was made, by the following vote: Aye, Mr. Armstrong, President Barr, Mrs. Evans, Mr. Fisher, Mrs. Grigsby, Dr. Noble, Mr. Trees; no, none; absent, Mr. Blair, Mrs. Busey, Mr. Emmerson, Mr. Simpson.

APPROPRIATION FOR ARCHAEOLOGICAL EXPLORATIONS

(8) A recommendation that an appropriation of \$3,000 be made from the Reserve and Contingent Fund for archaeological explorations during 1930.

On motion of Mrs. Grigsby, this appropriation was made by the following vote: Aye, Mr. Armstrong, President Barr, Mrs. Evans, Mr. Fisher, Mrs. Grigsby, Dr. Noble, Mr. Trees; no, none; absent, Mr. Blair, Mrs. Busey, Mr. Emmerson, Mr. Simpson.

APPROPRIATION FOR ALUMNI DIRECTORY

(9) A recommendation that \$1200, or so much thereof as may be necessary, be appropriated from the Reserve and Contingent Fund for the Alumni Directory to clear

up some outstanding accounts against it, and to provide for postage and the expense of mailing out future orders.

On motion of Mrs. Evans, this appropriation was made, by the following vote: Aye, Mr. Armstrong, President Barr, Mrs. Evans, Mr. Fisher, Mrs. Grigsby, Dr. Noble, Mr. Trees; no, none; absent, Mr. Blair, Mrs. Busey, Mr. Emmerson, Mr. Simpson.

**COOPERATIVE INVESTIGATION OF NICHOLSON THERMIC
SYPHON BY ENGINEERING EXPERIMENT STATION**

(10) On recommendation of the Dean of the College of Engineering, I have authorized the execution of an agreement with the Illinois Central Railroad and the Locomotive Firebox Company of Chicago for a cooperative investigation of the Performance of a Steam Locomotive Equipped with a Nicholson Thermic Syphon, by the Engineering Experiment Station. The agreement is to cover a period of one year beginning March 1, 1930, with the understanding that it may be extended. The cooperating companies agree to pay the University \$7,000 to cover the expenses of the investigation.

The agreement is of the form and character of similar agreements hitherto approved by the Board. I request confirmation of my action.

On motion of Mr. Armstrong, the action of the President of the University in authorizing this agreement was confirmed.

**COOPERATIVE INVESTIGATION OF SOLUBILITY STUDIES OF
BOILER WATER BY ENGINEERING EXPERIMENT STATION**

(11) On recommendation of the Dean of the College of Engineering, I authorized the execution of an agreement with the Utilities Research Commission for a cooperative investigation of Solubility Studies of Boiler Water by the Engineering Experiment Station. The agreement is to cover a period of one year beginning March 1, 1930, with the understanding that it may be extended. The Utilities Research Commission agrees to pay the University \$10,000 per year to cover the expenses of the investigation.

The agreement is of the form and character of similar agreements hitherto approved by the Board. I request confirmation of my action.

On motion of Mr. Fisher, the action of the President of the University in authorizing this cooperative agreement was confirmed.

EXTENSION OF AGREEMENTS FOR COOPERATIVE INVESTIGATIONS AND RENEWAL OF GIFTS FOR RESEARCH WORK

(12) A report that, on recommendation of the Dean of the College of Engineering, I have authorized the extension of the following agreements for cooperative investigations. The original agreement in each case was approved by the Board and the extensions are necessary in order to continue or to finish the research work concerned.

1. Investigation of Cast Iron Pipe (the Talbot Tests), for one year from November 1, 1929. (The original agreement covered the period November 1, 1927, to November 1, 1929.)

2. Fissures in Steel Rails, for one year from January 1, 1930. (The original agreement covered the period April 2 to December 31, 1928; renewed for one year to December 31, 1929.)

3. Corrosion of Flue Gases, for one year from January 1, 1930. (The original agreement covered the period April 23, 1928, to December 31, 1929.)

4. Water Treatment for Ice Making, for one year from January 1, 1930. (The original agreement covered the period May 23, 1928, to December 31, 1929.)

5. Elimination of Stretching of Lead Sheaths, for one year from January 1, 1930. (The original agreement covered the period October 12, 1928, to October 1, 1929.)

Agreements for the following investigations were extended last year for one year from June 15, 1929:

Boiler Feed Water Treatment
Ageing of Porcelain
Car Axle Failures

Impact in Steel Structures
Testing High Voltage Cables
Enamel Baked in Gas Furnaces

In addition to the above, payments have been received during the past year from the following in continuation of gifts previously accepted by the Board. These were originally outright gifts for specific purposes and no agreements were executed covering them:

1. Chemical Foundation for sanitary research, \$1,000 for the year 1929-30.
2. Calumet Baking Powder Company for fellowship and research, \$1,000 for the year 1929-30.

This report was received for record.

DIRECTORS OF THE ATHLETIC ASSOCIATION

(13) A recommendation that the following be appointed Directors of the Athletic Association of the University to serve until March, 1931, or until their successors shall have been elected:

Director GEORGE HUFF, *Champaign*
Judge O. A. HARKER, *Champaign*
Professor F. A. RUSSELL, *Urbana*
Mr. J. P. KRATZ, *Monticello*
Mr. W. E. C. CLIFFORD, *Champaign*

On motion of Mr. Trees, these appointments were made as recommended.

CORRECTION OF ERROR IN RESOLUTION CONCERNING WRIGHT STREET

(14) A report from the Legal Counsel that the resolution concerning Wright Street, adopted by the Board at the adjourned session of the February meeting held February 20, 1930, contains a misdescription due to a typographical error which occurred in the office of the City Attorney of Champaign. It appears that in the legal description of the section of the land involved the figure 18 instead of the figure 7 is used. The City Attorney, through his representative, Mr. E. C. Harrington, requests that this matter be brought to your attention and a resolution adopted correcting the error and authorizing the City of Champaign to record the corrected resolution.

The Legal Counsel recommends, and I concur, that the following resolution be adopted.

On motion of Mrs. Grigsby, the following resolution¹ was adopted.

AMENDMENT OF RESOLUTION CONCERNING WRIGHT STREET

WHEREAS, at the adjourned session of the Board of Trustees on February 20, 1930, a resolution was adopted approving and confirming the action of the Trustees of Illinois Industrial University taken in the year 1867 with reference to the relocation of Wright Street as in such resolution described; and

WHEREAS, it appears that through a typographical error the description of the property involved is given as in section 18 instead of in section 7:

NOW, THEREFORE, BE IT RESOLVED that the resolution adopted as aforesaid by the Board on February 20, 1930, be and the same is amended by striking from the second paragraph thereof, the third line of description, the word eighteen and the figure 18 in parenthesis and inserting in lieu thereof the word seven with the figure 7 in parenthesis.

BE IT FURTHER RESOLVED that the City of Champaign be authorized at its election to refile and rerecord the aforesaid resolution as thus amended and corrected.

EMBARRASS RIVER DRAINAGE DISTRICT

(15) The Supervising Architect reports that a petition is in circulation for the formation of a drainage district which will improve the stream known as the Embarrass River from its source west of the Stadium to a point west of Tolono about a mile south of the Wabash Railroad, and that through him the University was requested to join

¹A copy of this resolution was sent to the City Attorney of Champaign on March 15, 1930.

in this project since the district would cross the Percival Farm recently purchased by the University.

After careful study the Supervising Architect, the Dean of the College of Agriculture, and myself are agreed that action on this request should be deferred, at any rate until it is clear that a majority of the land owners are favorable to the project.

It was voted, on motion of Mr. Armstrong, that no action be taken on this matter at present.

**AGREEMENT WITH ILLINOIS BELL TELEPHONE COMPANY
FOR USE OF CABLES**

(16) The University has an agreement with the Illinois Bell Telephone Company whereby it rents to the Company ninety-three pairs of underground cable conductors owned by the University and located on the campus. The number of conductors rented has been decreased to ninety-two and the Comptroller submits a new contract revised accordingly.

I recommend that the Comptroller and the Secretary be authorized to execute this contract for the University.

On motion of Mr. Fisher, this recommendation was adopted.

INSURANCE ON CHEMISTRY BUILDING ANNEX

(17) The contracts for the Chemistry Building Annex provide that fire and tornado insurance shall be carried by the University during the period of construction. Following our practice, established when the University itself began to carry insurance on buildings under construction, the Comptroller advertised for and received the following quotations on this insurance:

<i>Agency</i>	<i>Company</i>
(1) Quotation of \$.38 per \$100 per year	
Hayes-Atkinson Agency	Fidelity-Phoenix Fire Ins. Co.
Burt-Rovelstad Company	Fidelity-Phoenix Fire Ins. Co.
(2) Quotation of \$.888 per \$1000 per year	
Boggs and Cogdal	Hartford Fire Ins. Co.
	Phoenix Co. of Hartford
(3) Quotation of \$.432 per \$100 per year	
Hargis and Hensley	London and Scottish Assurance Corporation, Ltd., London
D. G. Swannell	Michigan Fire and Marine, Detroit
	Liverpool and London Globe, Eng.
	Northern Assurance Co., Eng.
	Palatine Ins. Co. of Eng.
	Lincoln Fire Ins. Co. of N. Y.
	Victory Ins. Co. of Philadelphia
	Alliance Ins. Co. of Philadelphia
Monier and Morrissey	Great American Ins. Co., N. Y.
	U. S. Fire Ins. Co. of N. Y.
Beers and Beers	Springfield Fire and Marine
	St. Paul Fire and Marine
	National Security Fire Ins. Co.
	N. Y. Underwriters Ins. Co., N. Y.
	Firemans Fund Fire Ins. Co., Calif.
Gardner Agency	Westchester Fire Ins. Co., N. Y.
Ralph M. Campbell	Southern Fire Ins. of N. Y.
W. R. Hidy	Hartford Fire Ins. Co.
	Home Ins. Co., N. Y.
	Ins. Co. of N. America of Philadelphia
	Aetna Ins. Co. of Hartford
J. Ray Stanner	Standard Fire Ins. Co. of Hartford
Burton and Trelease	American Ins. Co. of Newark
	County Fire Ins. Co. of Philadelphia
	Sun Ins. Office of London
Harry E. Wilcox	Firemen's Ins. Co., Newark
	Standard Fire Ins. Co., Trenton
A. H. McLean	Ins. Co. of North America of Philadelphia
Mark D. Brown	First Am. Fire Ins. Co. of N. Y.

The Supervising Architect and the Comptroller recommend that fire and tornado insurance (full automatic coverage) on this building be placed with the Fidelity-Phoenix Fire Insurance Company through the Hayes-Atkinson Agency and the Burt-Rovelstad Company, the low bidders, in equal shares at the rate of \$.38 per \$100 per year. I concur.

On motion of Mrs. Evans, this recommendation was adopted.

PURCHASE OF SPECIAL EQUIPMENT FOR THE DEPARTMENTS OF HORTICULTURE AND PHYSICS

(18) Requisitions have been received for the purchase of the following equipment:

Department of Horticulture

Two Spraying Outfits.....\$1 397 70

(Competitive prices have not been secured for the reason that equipment manufactured by the John Bean Manufacturing Company of Lansing, Michigan, is considered to be the best for the purpose. A definite quotation has been made by this company.

Equipment for packing of vegetables (to be installed in the Horticulture Field Laboratory)..... 1 560 00

(This equipment is to be purchased from the Sprague-Sells Corporation of Hoopeston, Illinois, based on quotations secured by the Purchasing Agent.)

Department of Physics

One Mono 29 Double monochromator from P. J. Kipp & Zonen of Delft, Holland, for the use of the Department of Physics, at.... 600 00

The requisitions have been approved by the Dean and the Comptroller in each case. The requisition for the canning equipment, which will need to be installed in the Horticulture Field Laboratory, has, in addition, been approved by the Supervising Architect.

Appropriations for the purchase of this special equipment were made by the Board in the budget for this year.

I recommend that the purchase of this equipment be authorized.

On motion of Mr. Armstrong, this recommendation was adopted.

PURCHASE OF PAPER

(19) A request from the Comptroller for authority to purchase a carload of English Finish Book Paper to be placed in the Office Supply Storeroom for use in the printing of bulletins and other material for the various departments by the Print Shop. Provision for such printing is made in the budgets of these departments and the cost of the paper will eventually be charged to these appropriations. In the meantime, it will be charged temporarily to the Revolving Account of the Office Supply Storeroom. The Purchasing Agent has secured the following quotations on this paper:

Moser Paper Company, 621 Plymouth Court, Chicago, Illinois. . \$6.75 cwt.

Dwight Brothers Paper Company, 626 S. Clark Street, Chicago 6.75 cwt.

Bradner Smith and Company, 333 S. Desplaines Street, Chicago 6.85 cwt.

Chicago Paper Company, 801 South Wells Street, Chicago. . . . 6.89 cwt.

All f.o.b. Urbana

By purchasing a carload of paper, which is a nine months' supply, a saving of approximately eleven per cent is effected.

The Comptroller and the Purchasing Agent recommend, and I concur, that a carload (nineteen tons) of this paper be purchased from the Moser Paper Company on the basis of their quotation of \$6.75 cwt. f.o.b. Urbana.

On motion of Mr. Trees, this purchase was authorized.

CONTRACT FOR PURCHASE OF ACIDS

(20) A request from the Comptroller for authority to execute a contract with the General Chemical Company for the purchase of acids for the year ending February 28, 1931. An exclusive contract makes it possible to secure better prices than can be secured on single purchases.

The Purchasing Agent requested proposals from the General Chemical Company, the Grasselli Chemical Company, and the Mallinckrodt Chemical Works. The

General Chemical Company and the Grasselli Chemical Company have submitted the following quotations:

C. P. Sulphuric Acid, per lb.....	.065
C. P. Muriatic Acid.....	.065
C. P. Nitric Acid.....	.115
C. P. Ammonium Hydroxide.....	.095
Com'l Sulphuric Acid, per cwt.....	1.35
Com'l Muriatic Acid.....	1.35

The Mallinckrodt Chemical Works did not submit any proposals.

Terms are f.o.b. point and the charges for containers are the same in each case. Purchases amount to approximately \$2500 per year and the cost will be charged to the departments using the chemicals for which appropriations have been made in their respective budgets.

I recommend that the Comptroller and the Secretary of the Board be authorized to execute a contract with the General Chemical Company on the basis of the above quotations.

On motion of Mr. Armstrong, this contract was authorized.

PURCHASE OF CATTLE FOR EXPERIMENTAL WORK

(21) A report that I have authorized the purchase of twenty head of Purebred Hereford Heifers from the W. A. Pickering Lumber Company, Kansas City, Missouri, for experimental work in the Department of Animal Husbandry at a total cost of \$1,359.20 f.o.b. cars, Kansas City. The selection of stock was made by Professor H. P. Rusk, Head of the Department, and the purchase has been charged to the Expense and Equipment Budget of the Department.

I request confirmation of my action.

On motion of Mrs. Grigsby, the action of the President of the University in authorizing this purchase was confirmed.

PURCHASE OF JOURNAL OF THE RUSSIAN PHYSICAL AND CHEMICAL SOCIETY

(22) A recommendation from the Director of the Library for the purchase of a set of the Journal of the Russian Physical and Chemical Society at a price of \$1500 plus transportation charges from Esthonia. Funds are available in the appropriation for Library Additions for this purpose. It is very desirable to secure this Journal for the Library and I recommend that this purchase be authorized.

On motion of Mrs. Evans, this purchase was authorized.

RELEASE OF PATENT RIGHTS ON DISCOVERIES BY MEMBERS OF THE FACULTY

(23) A report that:

1. Dr. L. F. Audrieth of the Department of Chemistry has discovered a process whereby he can deposit antimony and arsenic upon copper in a hard plate. Professor Roger Adams reports that this may possibly become of some commercial value, but that it will probably require years of development before it is worth while.

2. Dr. H. F. Johnstone of the Engineering Experiment Station has invented a recording dew point indicator. Professor D. B. Keyes, under whose direction Doctor Johnstone works, and Professor S. W. Parr are of the opinion that it will take a great deal of development to make the machine worth while and that it is not likely to be of any value except for scientific purposes.

On recommendation of all concerned, including that of a committee which advises me on such matters, I recommend that the University release its rights in these matters and that Doctors Audrieth and Johnstone be permitted to patent their discoveries themselves if they wish.

On motion of Mr. Fisher, this recommendation was adopted.

ENGINEERING EXHIBIT AT AMERICAN FOUNDRY MEN'S CONVENTION IN CLEVELAND

(24) A request from the Dean of the College of Engineering that permission be given the Department of Mechanical Engineering to furnish the necessary material for an

exhibit of student foundry work at a convention of the American Foundry Men's Association to be held the week of May 12, 1930, at Cleveland, Ohio. The association will pay the cost of transportation involved and also the expense of a student attendant if the size of the exhibit should warrant it. The only expense to the University will be the cost of some new photographs of students at work and of certain equipment in the foundry.

I recommend approval.

On motion of Mr. Armstrong, this recommendation was approved.

**OFFER OF CHICAGO TUBERCULOSIS INSTITUTE TO ESTABLISH
THE THEODORE B. SACHS RESIDENCY IN TUBERCULOSIS**

(25) The Chicago Tuberculosis Institute, through Dr. Max Biesenthal, Chairman of a special committee for the Theodore B. Sachs Memorial Grant, offers the University the sum of \$2,500 to be paid annually for five years for the purpose of establishing a "Theodore B. Sachs Residency" in the field of tuberculosis and allied diseases. This fund is to be paid on or before October 1 of each year and is to be used partly as an honorarium or salary for the person selected, partly to defray such expenses as may be incurred, and partly to pay for the cost of any publications that may result from the work.

I recommend that this offer be accepted.

On motion of Mr. Trees, this offer was accepted.

REPORT OF GIFTS RECEIVED BY THE UNIVERSITY

(26) The following gifts have been received since the last report was made to the Board:

1. From the General Electric Vapor Lamp Company of Hoboken, New Jersey, one uviarc poultry treater.
2. From the Ohio Electric and Controller Company of Cleveland a new type of electric motor valued at \$12 for the use of the Department of Electrical Engineering.
3. From the Independent Order of B'nai B'rith the sum of \$50 for the purchase of books for the Library. This is a continuation of a gift which was originally offered to the University and accepted by the Board on June 7, 1912, the first payment being \$500. Total contributions made by the Order from time to time now amount to \$1540.

This report was received for record.

**GIFT OF ILLINI THEATER GUILD FOR EQUIPMENT FOR
LINCOLN HALL**

(27) Through the Supervising Architect the Illini Theater Guild has given the University the amount of \$1250 to help pay for some of the stage equipment in the theater in Lincoln Hall. The Supervising Architect recommends that this gift be accepted.

I concur.

On motion of Mrs. Evans, this gift was accepted.

**COMPTROLLER'S REPORT OF CONTRACTS AND
PURCHASE ORDERS**

(28) The following report from the Comptroller of contracts and of purchase orders of \$1,000 and over executed since the last report was made to the Board.

**CONTRACTS EXECUTED BY THE COMPTROLLER
JANUARY 30, 1930, TO MARCH 6, 1930**

Cooperative Research Agreements executed on special authorization of the Board of Trustees:

<i>Name</i>	<i>Amount to be received by the University</i>	<i>Date</i>	<i>Purpose</i>
The Borden Company of New York City Authorized Dec. 4, 1929	\$2 000 00	Feb. 12, 1930	Cooperative investigation of lactic acid milk by College of Medicine
American Concrete Institute Authorized Feb. 5, 1930	3 000 00	Feb. 12, 1930	Cooperative investigation of con- crete columns by Engineering Experiment Station

Cooperative Research Agreement executed under general regulations:

<i>Name</i>	<i>Amount to be received by the University</i>	<i>Date</i>	<i>Purpose</i>
Utilities Research Commission Authorized by President Feb. 26, 1930	\$10 000 00	Feb. 26, 1930	Cooperative investigation of solubility of boiler waters by Engineering Experiment Station

**PURCHASE ORDERS ISSUED IN FEBRUARY
AMOUNTING TO \$1000 OR MORE**

<i>Vendor</i>	<i>Item</i>	<i>Amount</i>	<i>Department</i>	<i>Appropriation Made in Budget For</i>	<i>Procedure</i>
Overland Rickard Company	Cadillac Limousine	\$3535 00	Supervising Architect	President's Car	Authorized by Board of Trustees February 5, 1930

H. M. EDWARDS
Purchasing Agent

This report was received for record.

CONTRACT FOR OPTICAL SERVICE IN DISPENSARY

(29) In accordance with the regulations for optical service in the College of Medicine, as adopted by the Board on February 5, 1930, the Comptroller submits the following proposals:

	<i>New Era Optical Co.</i>	<i>Kramer</i>	<i>Riggs Optical Co.</i>
Frames			
Gold Filled.....	1.25	1.50	1.55
Shell Inner Rim.....	1.35	2.00	1.75
All Shell Frames.....	1.25	1.75	1.35
Total.....	3.85	5.25	4.65
Fitting Charge.....	1.00	.25	.50
Average Cost of Glasses, Except Lenses	2.28	2.00	2.05

A proposal was also received from the American Optical Company, but it cannot be considered on account of unacceptable modifications which were written into their proposal.

The Comptroller reports that, since the average total cost of a pair of glasses to the patient would be substantially the same in each case, an investigation was made of the quality of materials handled by the competing concerns and of the service they are prepared to render. As a result of this investigation it is the opinion of himself and the Dean of the College of Medicine that the contract should be awarded to the Riggs Optical Company because the concern handles and proposes to supply only the highest quality of lenses and frames, whereas the other concerns do not handle materials of a uniform quality and some of their products are distinctly inferior, and because the Riggs Company is in a position to furnish an experienced optician who has been doing similar work at other institutions. Accordingly, he recommends, and I concur, that the proposal of the Riggs Company be accepted and that the Comptroller and Secretary be authorized to execute a contract accordingly.

On motion of Dr. Noble, this recommendation was adopted.

CONTRACT FOR FILTRATION PLANT

(30) A recommendation from the Supervising Architect, in which I concur, that the contract for the construction of the Filtration Plant be awarded to King & Petry, the lowest bidders, on the basis of their bid of \$51,885. This construction is provided for in the legislative appropriation of \$250,000 for "Additions to Boiler House, with equipment, new deep well, and filtration plant."

SCHEDULE OF BIDS

King & Petry, Champaign, Ill.....	\$51 885 00
English Bros., Champaign, Ill.....	53 206 00
G. E. Tillman, Centralia, Ill.....	56 440 00
Sowers & Corkery, Urbana, Ill.....	56 769 00
A. W. Stoolman, Champaign, Ill.....	56 787 00
Bethel & Son, Granite City, Ill.....	61 000 00

On motion of Mrs. Evans, this contract was awarded to King & Petry, the lowest bidders, as recommended.

STANDING COMMITTEES, 1930-31

The list of standing committees of the Board, appointed by President Barr on March 20, 1930, in accordance with the By-Laws, is as follows:

Buildings and Grounds—JAMES W. ARMSTRONG, Chairman, WILLIAM L. NOBLE, HELEN M. GRIGSBY, FRANK H. SIMPSON, MERLE J. TREES.

Finance—MERLE J. TREES, Chairman, WALTER T. FISHER, MARY E. BUSEY.

Engineering—FRANK H. SIMPSON, Chairman, WILLIAM L. NOBLE, MARY E. BUSEY.

Agriculture—MARY E. BUSEY, Chairman, FRANK H. SIMPSON, HELEN M. GRIGSBY.

Chicago Departments—WILLIAM L. NOBLE, Chairman, MERLE J. TREES, WALTER T. FISHER.

Student Welfare—LAURA B. EVANS, Chairman, JAMES W. ARMSTRONG, MERLE J. TREES.

Instruction—HELEN M. GRIGSBY, Chairman, WALTER T. FISHER, FRANCIS G. BLAIR.

Library—WALTER T. FISHER, Chairman, WILLIAM L. NOBLE, HELEN M. GRIGSBY.

Alumni—JAMES W. ARMSTRONG, Chairman, LAURA B. EVANS, MARY E. BUSEY.

Physical Education—MERLE J. TREES, Chairman, LAURA B. EVANS, FRANK H. SIMPSON.

USE OF ALUMNI ADDRESS LIST

Mr. Fisher, for the Committee on Alumni, presented the following report:

The Committee recommends that the request of the Alumni Association to renew the contracts mentioned in Mr. Roseberry's letter of February 4, 1930 (see page 520), be approved; provided that the University of Illinois shall not be mentioned, directly or indirectly, in the advertising mailed out in the envelopes addressed by the Alumni.

W. T. FISHER

GEORGE A. BARR

On motion of Mr. Fisher, this recommendation was adopted.

COMMITTEE ON PATENTS—BUSWELL PROCESS

Mr. Armstrong, for the Special Committee on Patents, presented a revised form of contract for the development of the Buswell process. This matter was discussed in detail.

On motion of Mr. Fisher, Mr. Trees was added to the Special Committee on Patents.

On motion of Mr. Trees, the proposed contract was authorized, substantially as drawn, and was referred to the special committee to negotiate the terms of section 16 and to report the final contract to the Executive Committee for final action.

PLANS FOR PRESIDENT'S HOUSE

Professor White presented the revised plans for the President's house.

On motion of Mr. Trees, the Supervising Architect was authorized to proceed with the plans and specifications on the basis of the general layout as presented, and to prepare to take bids (omitting the garage and the conservatory for the present) on the basis of fireproof construction up to and including the second floor.

APRIL MEETING

On motion of Mr. Trees, it was voted to hold the April meeting in Urbana, at 9:30 a.m. on Wednesday, April 9, 1930.

APPOINTMENTS MADE BY PRESIDENT KINLEY

The Secretary presented for record a list of appointments made by the President of the University.

Belous, Leon, Assistant in the Department of Obstetrics and Gynecology, in the College of Medicine, beginning March 15, 1930, and continuing until September 1, 1930, without salary. (February 25, 1930)¹

Cottrell, Frances Bernice, Assistant in the Department of Botany, on one-half time, beginning March 10, 1930, and continuing until July 1, 1930, at a cash compensation at the rate of sixty dollars (\$60) a month. (March 7, 1930)

Dykens, F. A., Special Research Assistant in the Department of Chemistry, on one-half time, for three months beginning March 1, 1930, at a cash compensation at the rate of seventy-five dollars (\$75) a month (this superseding his appointment as Scholar in Chemistry). (March 7, 1930)

Gustafson, Marie, Technician in the Department of Pathology and Bacteriology, in the College of Medicine, for six months beginning March 1, 1930, at a cash compensation at the rate of one hundred dollars (\$100) a month. (March 6, 1930)

Hood, Marion, Instructor in Medicine and Research Assistant in the Hospital, in the Department of Internal Medicine, College of Medicine, for six months beginning March 1, 1930, without vacation, at a cash compensation at the rate of one hundred sixty-six dollars and sixty-six cents (\$166.66) a month. (February 1, 1930)

Jordan, Garret Lowell, Assistant to the Dean and Director, in the Department of Administration, College of Agriculture and Experiment Station and Extension Service, for seven months beginning February 1, 1930, at a cash compensation at the rate of two hundred sixteen dollars and sixty-six cents (\$216.66) a month. (March 5, 1930)

Kleiderer, E. C., Special Research Assistant in the Department of Chemistry, on one-half time for three months, beginning March 1, 1930, at a cash compensation at the rate of seventy-five dollars (\$75) a month. (March 6, 1930)

Mortimer, Harold M., Assistant in the Department of Dermatology, in the College of Medicine, on one-fifth time (two full afternoons a week) for six months beginning March 1, 1930, at a cash compensation at the rate of twenty dollars (\$20) a month. (March 6, 1930)

Roy, Nereus Hubert, Special Research Assistant in Theoretical and Applied Mechanics, in the Engineering Experiment Station, College of Engineering, beginning March 1, 1930, and continuing until further notice, at a cash compensation at the rate of two hundred fifty dollars (\$250) a month (this superseding his previous appointment.) (March 5, 1930)

Sutton, Lyrrell Aline, Clerk and Stenographer in the Department of Theoretical and Applied Mechanics, beginning February 15, 1930, and continuing until August 31, 1930, subject to the rules of the Civil Service Commission, at a cash compensation at the rate of one hundred dollars (\$100) a month. (February 19, 1930)

Swenson, H. M., Assistant in the Department of Obstetrics and Gynecology, in the College of Medicine, beginning March 15, 1930, and continuing until September 1, 1930, without salary. (February 25, 1930)

The Board adjourned.

H. E. CUNNINGHAM
Secretary

GEORGE A. BARR
President

¹The date in parenthesis is the date on which the appointment was made by the President of the University.

EXECUTIVE COMMITTEE MEETING, MARCH 21, 1930

A meeting of the Executive Committee of the Board of Trustees of the University of Illinois was held at the Union League Club, in Chicago, at 2:30 p.m. on Friday, March 21, 1930.

Mr. George A. Barr, Chairman, Mrs. Laura B. Evans, and Mr. James W. Armstrong, members of the committee, and President Kinley were present.

MATTERS PRESENTED BY THE PRESIDENT OF THE UNIVERSITY
The Executive Committee considered the following matters presented by the President of the University.

SICK LEAVE FOR DEAN KETCHUM

(1) A recommendation that Dean Ketchum be given sick leave of absence, with pay, beginning March 21, 1930.

On motion of Mr. Armstrong, this leave was granted, the date of Dean Ketchum's return to duty to be determined by the President of the University.

SICK LEAVE FOR PROFESSOR PARMELEE

(2) A request from Professor Parmelee, endorsed by Dean Ketchum, for permission to be absent from duty with pay, from March 29 to April 19, 1930, inclusive, in order that he may submit to medical examination and treatment.

I recommend that this request be granted.

On motion of Mrs. Evans this leave was granted.

APPOINTMENTS IN PHYSICS

(3) A request for authority to appoint Dr. James H. Bartlett Assistant Professor of Physics at a cash compensation of \$3,000, and Dr. Gerald M. Alby Associate in Physics at a cash compensation not to exceed \$2,500, both for one year beginning September 1, 1930.

On motion of Mrs. Evans, this authority was granted.

APPOINTMENTS TO THE FACULTY FOR 1930-31

(4) I request approval of the following major appointments to the staff for 1930-31:
1. Professor Horace Ainsworth Eaton of Syracuse University to be Visiting Professor of English for the second half of 1930-31, or for five months from February 1, 1931, at a salary of \$650 a month.

2. Professor Marcel Jean Moraud, Head of the Department of Romance Languages at Rice Institute, Houston, Texas, to be Professor of Romance Languages on indefinite tenure beginning September 1, 1930, at a cash compensation of \$6,000 a year.

3. Associate Professor Charles M. Kneier of the University of Nebraska to be Assistant Professor of Political Science for one year beginning September 1, 1930, at a cash compensation of \$3,400 a year.

4. Dr. Charles S. Hyneman of Syracuse University to be Assistant Professor of Political Science for one year beginning September 1, 1930, at a cash compensation of \$3,200 a year.

On motion of Mr. Armstrong, these recommendations were concurred in.

**FUNDS FROM THE STUDENTS' MUTUAL BENEFIT HOSPITAL FUND
FOR THE EXPENSES OF MCKINLEY HOSPITAL**

(5) The Trustee of the Students' Mutual Benefit Hospital Fund, Dean Thomas Arkle Clark, offers \$5,500 from that fund towards the operating expenses of the McKinley Hospital for the current year. This procedure is in accordance with the regulations

of the Students' Mutual Benefit Hospital Fund and I recommend that the offer be accepted.

On motion of Mrs. Evans, this gift was accepted.

LEAVE OF ABSENCE FOR PROFESSOR A. C. BENJAMIN

(6) A request from Assistant Professor A. C. Benjamin of the Department of Philosophy for a leave of absence without pay for the academic year 1930-31 in order that he may spend the year in travel and study abroad on a fellowship from the Guggenheim Foundation. The Head of the Department and the Dean recommend that this leave be granted and I concur.

On motion of Mr. Armstrong, this leave was granted.

RETIREMENT OF RUDOLPH MESECK

(7) Mr. Rudolph Meseck, Janitor of the School of Pharmacy, requests to be retired as of February 1, 1930, because of ill health. He has been in our service for twenty-eight years, has passed the minimum age of 65 years for retirement, and Doctor Camp of the College of Medicine reports that he is unable to do any work requiring physical exertion. Professor White recommends, Dean Day concurring, that Mr. Meseck be retired as of February 1, 1930, and that an appropriation of \$420 be made from the Reserve and Contingent Fund to pay his retiring allowance from that date to September 1 next. I concur.

On motion of Mrs. Evans, this recommendation was unanimously adopted, by a vote of record, in answer to roll call.

CONTRACT FOR LICENSE OF BUSWELL PROCESS

Mr. Armstrong, for the special committee on patents, presented the following report.

The Special Committee appointed by the Board of Trustees to arrange a contract giving license for use of patent known as Cellulose Digestion Process, invented by Arthur M. Buswell and Clair S. Boruff, submit, with their approval, the attached agreement.

J. W. ARMSTRONG
Chairman
LAURA B. EVANS
MERLE J. TREES
WALTER T. FISHER
W. L. NOBLE

Draft of 3/21/30

OPTION AGREEMENT

Board of Trustees of the University of Illinois, of Urbana, Illinois, a corporation, herein termed "The Board" hereby grants unto Francis N. Bard, party of the second part, an exclusive option to enter into license agreement as per the attached memorandum of agreement, this option to hold for a period of sixty (60) days following the execution of this agreement.

In consideration of this option, party of the second part agrees to make, at its own expense and within the above option period, an investigation of the patent situation relating to the process of Cellulose Digestion, which is the subject of the attached license agreement and to make a full report covering all its findings, to the Board.

Party of the second part shall, within sixty (60) days of the date of exercise of this option, organize, or cause to be organized, a corporation, of a Capital Stock of \$100,000.00, fully paid in or subscribed. If the subscriptions are not fully paid, in cash, then so long as the attached license agreement is in force neither the stockholders nor the corporation shall reduce the capital stock of the corporation, or take any other steps which will relieve them of liability for the amount of the initial subscription. A list of the proposed stockholders shall be submitted to the Board for its approval within ten (10) days following execution of this Option Agreement and the Board shall, within fifty (50) days thereafter, state its approval or disapproval of said stockholders; otherwise, its right of approval or disapproval shall be considered

waived. As soon as Party of the second part shall have secured the Board's approval of the stockholders and shall have effected organization of the corporation, he shall effect transfer of the license agreement unto the said corporation and upon acceptance of said transfer by the Corporation, Party of the second part shall be relieved of all responsibility as a party to the said license agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at Chicago, in the county of Cook and State of Illinois, this twenty-first day of March, 1930.

BOARD OF TRUSTEES, UNIVERSITY OF ILLINOIS

GEORGE A. BARR

Its President (For the Board)

FRANCIS N. BARD

(Party of the second part)

AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made and entered into this _____ day of March, 1930, by and between the BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, of Urbana, Illinois, a corporation, herein-after called the "Licensor" and FRANCIS N. BARD, a resident of the city of Highland Park, and State of Illinois, hereinafter called the "Licensee," WITNESSETH THAT:

WHEREAS, the Licensor is the owner of certain improvements in Cellulose Digestion, the invention of Arthur M. Buswell and Clair S. Boruff, for which an application for Letters Patent of the United States has been filed, Serial No. 386,080, August 15, 1929, and all rights thereunder; and

WHEREAS, the Licensee is desirous of acquiring the exclusive right to manufacture and sell devices for practicing the process embodying the invention and the exclusive right to practice the process, throughout the United States and territories, to the full end of the term for which Letters Patent may be granted under the application aforesaid;

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, it is agreed as follows:—

(1) Licensor hereby grants unto Licensee the exclusive license to manufacture and/or sell, and to cause to be manufactured and/or sold, devices for practicing the invention covered by the aforesaid application for Letters Patent and the Letters Patent therefor, or any continuation, division or renewals thereof, or any reissue thereof, together with the exclusive license to practice the process of the aforesaid application for Letters Patent and the Letters Patent therefor, or any continuation, division or renewals thereof, or any reissue thereof, throughout the United States, its territories and possessions, to the full end of the term for which such Letters Patent may be granted, except as this agreement may be terminated as hereinafter provided, and subject to the provisions hereinafter recited.

(2) Licensee agrees to pay to Licensor, upon the execution of this agreement, the sum of Ten Thousand Dollars (\$10,000.00).

(3) Licensee agrees to proceed diligently, and with adequate facilities, to develop the process and the apparatus required to practice the same, to the state of commercial exploitation, subject to the exception hereinafter specified in this paragraph. A period of two years is contemplated by the parties to be adequate time within which such experimental and development work can be completed. In the event that within said two year period the experimental and development work done by Licensee demonstrates to the satisfaction of the Licensee that commercial exploitation of the process is not feasible, the Licensee shall have the right to be relieved of further liability under this contract and to terminate the same by giving ninety (90) days written notice of its desire to cancel the contract, at any time prior to the expiration of said two year period, but not thereafter.

(4) Licensee shall pay a minimum royalty of Ten Thousand Dollars (\$10,000.00) per year, payable quarterly, beginning from and after the second anniversary of the date of the execution of this license agreement, so long as the exclusive license herein granted is in force.

(5) Licensee agrees to keep records of apparatus sold under the license herein granted, in sufficient detail to enable the royalties payable hereunder by the Licensee to be determined, and further agrees to permit its books and records to be examined from time to time to the extent necessary to verify the reports provided for in Par-

agraph 7 hereof, such examination to be made at the expense of Licensor, by a Certified Public Accountant appointed by Licensor, who shall be acceptable to the Licensee.

(6) From and after the completion of the two year development period, Licensee will make reports to Licensor quarterly, within ten (10) days after the last day of January, April, July, and October of each year, during the life of this agreement, and as of such dates, stating the number, description and net selling prices, f.o.b. factory, of the Cellulose Digestion apparatus, or parts thereof, sold by it under the license herein granted. The first such report shall include all apparatus or parts thereof sold by Licensee during the two year development period. Licensee agrees to pay to Licensor, simultaneously with the making of each such report, royalties on the sales included in each such report, at the rate of seven and one-half percent (7½%) of the selling price, f.o.b. factory, of all Cellulose Digestion apparatus, or parts thereof, covered by such report.

All sales on which royalties are to be computed shall be bonafide and shall include the manufacturers profit and shall not be made in any such way as to deprive Licensor of its royalties. Only one royalty shall be paid on any apparatus, or a part or parts thereof.

It is understood and agreed by the parties hereto that the apparatus and parts upon which reports are to be made and upon which royalties are payable shall include all apparatus or parts thereof sold by the Licensee entering into the construction of a Cellulose Digestion and Gas Generating plant, to and including the gas outlet, but no parts beyond the same. The Cellulose Digestion and Gas Generating equipment is understood to include means for charging the same, agitating means and sludge removing means.

Under this agreement, articles shall be considered to be sold when billed out, or if not billed out, then when delivered, or when paid for, if paid for before delivery.

Royalties need not be paid on parts intended for repair of machines upon which royalties have been paid under this agreement. Royalties paid on articles lost or damaged in transit and not accepted by the customer on that account shall be credited against future royalty payments.

(7) If, in any suit for infringement of any Letters Patent under which a license is granted or agreed to be granted in this agreement, any of the claims of said Letters Patent shall be held to be invalid, or not infringed, by a court of last resort, or by a lower court of competent jurisdiction, from whose decree no appeal is taken or certiorari granted within the period allowed therefor, the construction placed upon the patent by the court shall be followed from and after the date of entry of the decree of such court, and royalties shall thereafter be payable by the Licensee only in accordance with such construction until the same shall be modified or reversed by a subsequent court decree, and with respect to claims that are by any such decree held to be invalid, the Licensee shall be relieved of its obligations to make reports and to pay royalties on apparatus which is covered by only such claims, or which is employed for practicing only the process covered by only such claims, until the decision with respect to such claims shall be modified or reversed by a subsequent court decree.

(8) Licensee may, after issuance of the Letters Patent of the United States on aforesaid application, Serial No. 386,080, cancel this agreement at the end of any calendar year, by first giving written notice six (6) months in advance.

(9) Licensee agrees that upon the issuance of Letters Patent on the aforesaid application, or any division, continuation or renewal thereof, to mark the Cellulose Digestion apparatus thereafter sold by it under this license agreement with the legend "Manufactured under license from the Board of Trustees of the University of Illinois," together with the legal form of patent marking applicable to the Letters Patent under which the Licensee shall be licensed hereunder.

(10) Licensee admits the validity of the Letters Patent which are the subject of this agreement or which may be included hereafter under this agreement. This admission of validity is limited to the life of this agreement and to the scope of the license granted.

(11) Any notice required to be served by either party on the other under the provisions of this agreement may be served by enclosing the same in a postpaid wrapper addressed to such other party at its or his last known address and depositing the same by registered mail in any post office.

(12) If the Licensee shall at any time make default in the payment of any royalty or in the making of any report hereunder, or shall commit any breach of any covenant or agreement herein contained, or shall make any false report, and shall fail to remedy any such default or breach within twenty (20) days after written notice thereof by Licensor, Licensor may, at its option, cancel this agreement and revoke the license herein granted, by notice in writing to such effect, but such act shall not prejudice the right of Licensor to recover any royalties or other sums due at the time of such cancellation and shall not prejudice any cause of action or claim to Licensor accrued or to accrue, on account of any breach or default by the Licensee.

(13) This agreement, unless previously terminated in accordance with the provisions hereof, shall run to the full end of the term for which Letters Patent may be granted, reissued or extended, under which a license is granted by the provisions of this agreement, and shall be binding upon the successors and assigns of the respective parties to the extent to which this agreement is assignable.

(14) Licensor agrees, upon written request of the Licensee, to include in this agreement and the license therein contained, such improvements in and to Cellulose Digestion as relate to the aforesaid invention, which Licensor shall acquire prior to the expiration of the Letters Patent issued on the aforesaid application, Serial No. 386,080, or any division or continuations thereof. It is understood that the Licensee shall be free to obtain patents for itself on inventions relating to the subject matter of this agreement.

(15) This contract, and the license herein granted and agreed to be granted, shall be assignable with the business and good will of the Licensee in Cellulose Digestion apparatus, but shall not otherwise be assignable without the written consent of Licensor and, in the event of dissolution or bankruptcy, voluntary or involuntary, or an assignment for the benefit of creditors, the license herein granted shall become null and void and all rights in and to the same shall revert to the Licensor.

(16) In the event of unauthorized use of the patented invention by others, Licensee shall have the right to bring suit in its own name to enforce its exclusive rights in and under the inventions aforesaid. Such suits shall be brought at the expense of Licensee. Licensor shall have the right, if it so elects, to be represented at its own expense in any suit brought under the patent or patents which form the subject of this agreement. In the event that Licensee shall institute suit and make recovery for infringement of Letters Patent which are the subject of this agreement, it shall pay to the Licensor forty percent (40%) of the net amount recovered.

(17) Licensee shall, by giving notice in writing prior to July 1, 1930, of its intention so to do, have the right to apply for and obtain foreign patents in the name of the Licensor, based on aforesaid application, Serial No. 386,080, in all countries which it may elect, and secure exclusive licenses under such patents as it shall take out. In respect to such countries, concerning which Licensee has given such notice, Licensee shall proceed immediately to lodge applications and secure such patents. Licensee agrees that during the continuation of this agreement it will use due diligence to maintain in force all such foreign patents for which it has made application. Licensee agrees to make accounting and pay royalties in accordance with the provisions of paragraphs (4) and (6) hereof, on all apparatus manufactured and sold under such foreign patents.

Licensee shall have the right to sell rights in, to or under any foreign patents taken out by Licensee, provided that the approval of the Licensor is first obtained, and subject to payment to the Licensor of one-half of the purchase price remaining after first deducting expenses of Licensee incurred with respect to the particular patent under, or with respect of which, such sale is made.

Similar rights shall be given to Licensee to apply for foreign patents on new developments or discoveries relating to the subject matter of this agreement owned or controlled by Licensor.

(18) Licensee shall have the right to sub-license others, under any of the United States or foreign patents which are the subject of this agreement, subject to the provision that Licensee shall be responsible for the faithful performance of all covenants hereunder, by such sub-licensee.

(19) During the life of this contract Licensee agrees to proceed diligently, and with adequate facilities, to exploit the sale and distribution of the process and apparatus to the fullest extent.

(20) In the event of termination of this agreement, by cancellation for any cause, Licensee agrees to turn over to Licensor its Good Will, list of customers, technical data and such other information as may be the result of its development work up to the time of cancellation, together with the right to make, use and/or sell any and all forms of apparatus developed by Licensee for the practice of the herein licensed process, whether patented or unpatented.

IN TESTIMONY WHEREOF, Licensor and Licensee have caused their respective corporate seals to be hereunto affixed and duly attested, and these presents to be signed by their respective duly authorized officers.

THE BOARD OF TRUSTEES OF THE UNIVERSITY
OF ILLINOIS,

By GEORGE A. BARR
President

Approved:

Superintendent of Business Operations

Approved:

JOHN A. DIENNER
Legal Counsel

Attest:

H. E. CUNNINGHAM
Secretary

Licensee

By _____
President

Attest:

Secretary

ENDORSED:

A. M. BUSWELL }
C. S. BORUFF } *Inventors.*

On motion of Mr. Armstrong, the report was adopted, and the proper officers of the University were authorized to execute the contract.

The Executive Committee adjourned.

H. E. CUNNINGHAM
Clerk

GEORGE A. BARR
Chairman
J. W. ARMSTRONG
LAURA B. EVANS