

MEETING OF THE BOARD OF TRUSTEES
OF THE
UNIVERSITY OF ILLINOIS

April 18, 1936



The April meeting of the Board of Trustees of the University of Illinois was held at the University, in Urbana, at 10 o'clock a.m. on Saturday, April 18, 1936.

The following members were present: President Karraker, Mr. Barrett, Mrs. Freeman, Mr. Mayer, Mrs. Plumb, Mr. Pogue, Mr. Wieland, Mr. Williams.

President Willard was present; also Mr. Janata, and, during part of the day, Professor Morey and Director Havens.

MINUTES APPROVED

The Secretary presented the minutes of the meeting of March 10, 1936.

On motion of Mrs. Plumb, the minutes were approved as printed on pages 553 to 602 above.

MATTERS PRESENTED BY PRESIDENT WILLARD

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

MEDICAL AND DENTAL BUILDING PROJECT

(1) A report from the University Counsel on the present status of the procedure necessary to comply with the requirements of the Federal Government in the legal and financial arrangements for the construction of the second unit of the Medical and Dental College Laboratories Building.

A copy of this report is hereby handed to the Secretary of the Board for record.

This report was received for record.

**LEGISLATION REQUIRED TO SECURE FEDERAL FUNDS
FOR MEDICAL AND DENTAL BUILDING**

(2) A report of the passage by the 50th General Assembly, First Special Session, of the legislation, reported to the Board on February 22, 1936 (Minutes, page 530), as being required by the United States Government for the completion of the legal and financial arrangements for the construction of the second unit of the Medical and Dental College Laboratories Building as a project of the Federal Emergency Administration of Public Works. Certified copies of these two Acts are hereby handed to the Secretary of the Board for record. I recommend that they be printed in the minutes.

AN ACT TO AUTHORIZE THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS TO CREATE TRUSTS, TO CONVEY PROPERTY IN TRUST, TO ENTER INTO TRUST AGREEMENTS PROVIDING THE POWERS AND DUTIES OF THE TRUSTEE AND PROVIDING FOR THE ISSUANCE OF BONDS BY SUCH A TRUSTEE AND PROVIDING FOR THE PAYMENT AND SECURING THEREOF; TO ENTER INTO YEAR TO YEAR OR OTHER LEASES, TO PLEDGE FOR THE PERFORMANCE OF ITS OBLIGATIONS UNDER SUCH LEASES CERTAIN RECEIPTS AND COLLECTIONS WHICH THE BOARD IS AUTHORIZED BY "AN ACT TO AMEND SECTION 6 OF 'AN ACT IN RELATION TO STATE FINANCE,' APPROVED JUNE 10, 1919, AS AMENDED," APPROVED JULY 11, 1935, TO RETAIN IN ITS OWN TREASURY, AND TO ENTER INTO COVENANTS WITH THE UNITED STATES OR ANY AGENCY THEREOF AND TO TAKE OTHER ACTION FOR THE PURPOSE OF OBTAINING GRANTS FROM THE UNITED STATES TO AID IN FINANCING THE CONSTRUCTION AND EQUIPPING OF UNIVERSITY, COLLEGE OR EDUCATIONAL BUILDINGS ON WHICH SAID BOARD SHALL BE GIVEN A YEAR TO YEAR OR OTHER LEASE OR THE PRIVILEGE THERETO.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 1. For the purpose of obtaining a grant or inducing the making of a grant by the United States or any agency thereof (herein called the "Government") to aid in financing the construction and equipping of any university, college, or educational building or buildings (herein called the "project") on which the Board of Trustees of the University of Illinois (herein called the "Board") shall enter into a year to year or other lease, or be given the privilege to enter into any such lease, the Board shall have the following powers in addition to those conferred by other laws:

1. To create a trust or trusts (the trustee or trustees thereunder being herein called the "active trustee") for the purpose of constructing any such project and providing for the use thereof during such period as the Board may determine and for other purposes, which trust may be for exclusively university or other public educational purposes; to convey, upon such terms as it may determine, any of its property to an active trustee to be held in trust under the terms and provisions of the trust agreement relating thereto;

2. To enter into trust agreements providing the powers and duties of the active trustee, which may consist of such powers and duties as the Board may deem necessary or convenient to accomplish the purposes of the trust, including (without limiting the generality of the foregoing) the power of such active trustee:

(a) To construct, reconstruct, improve, alter and repair any such project; to hold, manage, operate, use, insure, lease or rent any project;

(b) To issue negotiable bonds, notes or interim receipts (herein called the "bonds") maturing over a period not exceeding 30 years for the purpose of aiding in financing any project and to make covenants securing the bonds or relating to the bonds and the disposition and use of the proceeds thereof;

(c) To secure such bonds by an indenture to a trustee or trustees for the holders of such bonds (herein called the "bondholders' trustee") providing the rights and powers of such trustee and of the bondholders, their respective rights to enforce the payment of the bonds or any covenants securing or relating to same, which shall not, however, include the right to forfeit or obtain title to the project through foreclosure proceedings or otherwise; to covenant as to events of default, the consequences thereof and the conditions upon which bonds may become or be declared due before maturity;

(d) To confer upon the bondholders' trustee the power, in case of a default under the bonds or indenture securing same, to enforce the payments of all sums due under leases of any project, to compel the performance of any covenants or conditions therein, to take possession, use, operate, manage and control any project and collect and dispose of the rents therefrom; in the event that such powers are conferred upon the bondholders' trustee, same may be exercised by it without its forfeiting or obtaining title to the project through foreclosure proceedings or otherwise;

(e) To confer upon the bondholders' trustee the power, in case of a default under the bonds or indenture securing same, to lease, use or operate a project for purposes other than those for which the active trustee itself may lease, use or operate same; the conferring of such power upon the bondholders' trustee shall not, however, affect the validity or exclusively public educational character of a trust or the property held by the active trustee thereunder;

(f) To execute all instruments and contracts and to do all things necessary or convenient to carry out the powers conferred by such trust agreement.

3. To enter into agreements creating or authorizing the creation of special funds for moneys held for the construction of any project and to covenant as to the use and disposition of the moneys held in such funds;

4. To enter into a year to year or other lease on any such projects, with the privilege in the Board of terminating or not renewing such lease for any year or years, upon giving such notice as may be prescribed in such lease; such lease shall be in such form, with such rental, terms, parties and conditions as the Board may determine; to obtain options to lease any such projects from year to year, and to exercise such options; to vest in its lessor and in a trustee for the holders of bonds issued by its lessor, the right by mandamus, suit, action or proceedings in law or in equity, to enforce the payment by the Board of any sums due under any such lease or to compel its performance of any covenants or conditions contained therein; provided, however, that all sums due under such leases shall be payable exclusively from the Board's own receipts and collections which it is authorized by "An Act to amend section 6 of 'An Act in relation to State Finance,' approved June 10, 1919, as amended," approved July 11, 1935, to retain in its own treasury, exclusive of the working cash fund;

5. To agree with the Government that if the Board leases any such project or projects from an active trustee, a bondholders' trustee or otherwise, the Board shall pledge for the payment of its rentals or the performance of its obligations under any such lease its own receipts and collections which it is authorized by "An Act to amend section 6 of 'An Act in relation to State Finance,' approved June 10, 1919, as amended," approved July 11, 1935 to retain in its own treasury for the performance of any contract or undertaking with the Government in connection with any grant, advance, loan or contract for the erection of a building or buildings; to pledge and use said receipts and collections for the payment of its rents or for the performance of its obligations under any such lease; provided, however, that the aggregate amount pledged by the Board for the payment in any year of rentals or obligations under such leases (together with all sums pledged for the payment in any such year of other

obligations incurred by the Board under "An Act to authorize the Board of Trustees of the University of Illinois to enter into contracts with the United States for the erection of buildings and improvements, pursuant to Public Resolution 11, 74th Congress, First Session, House Joint Resolution 117, approved by the President of the United States April 8, 1935, at 4:00 p.m., and to authorize the financing of such improvements in conformity with such resolution, the National Industrial Recovery Act, and such other Acts of Congress enacted for the purpose of aiding the processes of national recovery," approved July 11, 1935, or this Act or under both such acts) shall not exceed the sum of \$100,000; to covenant against pledging all or any part of said receipts or collections or permitting or suffering any lien thereon.

6. To exercise all or any part or combination of the powers herein granted and to execute all instruments and contracts and to do all things necessary or convenient to carry out the powers herein granted;

Provided, however, that the obligations under leases, trust agreements or otherwise incurred by the Board pursuant to this Act shall not be a debt of the State of Illinois and the State shall not be liable thereon, and provided further that the bonds and other obligations of an active trustee appointed hereunder by the Board shall not be a debt of the Board or the State and neither the Board nor the State shall be liable thereon, and the bonds shall in substance so recite. The obligations under leases, trust agreements or otherwise incurred hereunder by the Board and the bonds or other obligations of an active trustee appointed hereunder shall not constitute an indebtedness within the meaning of any constitutional or other debt limitation or restriction.

Section 2. The powers conferred by this Act shall be in addition and supplemental to, and not in substitution for, the powers conferred by any other law, and may be exercised in conjunction with such powers conferred by other laws.

Section 3. If any provision of this Act, or the application of such provision to any person or circumstances, shall be held invalid, the remainder of the Act, and the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section 4. Whereas the powers herein granted are necessary for the purpose of enabling the Board of Trustees of the University of Illinois to obtain grants and other aid from the Government in order to construct university, college or educational buildings, and for the relief of unemployment, therefore an emergency is declared to exist and this Act shall take effect from and after its passage and approval.

JOHN P. DEVINE

Speaker, House of Representatives

THOMAS F. DONOVAN

President of the Senate

This bill having been filed in this office by the Governor without approval, and it having been presented to him ten days, Sundays excepted, prior to this date, the General Assembly being in session, it has thereby become a law.

Witness my hand this 20th day of March, A.D. 1936.

EDWARD J. HUGHES

Secretary of State

AN ACT TO AMEND AN ACT ENTITLED "AN ACT CONVEYING CERTAIN REAL PROPERTY IN THE CITY OF CHICAGO, ILLINOIS, TO THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS," APPROVED JANUARY 16, 1936.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 1. Section 2 of "An Act conveying certain real property in the City of Chicago, Illinois, to the Board of Trustees of the University of Illinois," approved January 16, 1936, is amended to read as follows:

Section 2. The conveyance herein described is for the purpose of securing the approval of the United States Government to an application for a grant or loan of Federal funds made by the Board of Trustees of the University of Illinois for the construction of a Medical and Dental Unit on the property described in Section one of this Act.

Section 2. Whereas, an application by the Board of Trustees of the University of Illinois for a grant and loan of Federal funds for the construction of a Medical and Dental Unit; and, whereas, in order to consummate the plan of construction and financing thereof it is necessary that title to the real estate upon which such project is to be constructed be in the Board of Trustees of the University of Illinois; and, whereas, contracts for the construction of said Medical and Dental Unit have been let and the work of construction has been commenced, but funds cannot be obtained from the Federal Government until the title to the property in this Act described is unconditionally transferred to the Board of Trustees of the University of Illinois, it is necessary that this Act take effect immediately in order to enable this State to take advantage of the opportunity offered to construct this Medical and Dental Unit, therefore, an emergency exists and this Act shall take effect upon its passage.

JOHN P. DEVINE

Speaker, House of Representatives

THOMAS F. DONOVAN

President of the Senate

This bill having been filed in this office by the Governor without approval, and it having been presented to him ten days, Sundays excepted, prior to this date, the General Assembly being in session, it has thereby become a law.

Witness my hand this 20th day of March, A.D. 1936.

EDWARD J. HUGHES

Secretary of State

This report was received for record.

RESOLUTION LIMITING CONTRACTS RELATING TO SECOND UNIT OF THE MEDICAL AND DENTAL BUILDING

(3) Following the passage by the 59th General Assembly, First Special Session, of the legislation authorizing the Board of Trustees of the University to create trusts, etc., and transferring unconditionally to the Board the site of the second unit of the medical and dental building, the members of the Board of Trustees were canvassed, in conformity with a suggestion made by the Governor's representatives, to ascertain if they would agree to the adoption at the next meeting of the Board of a resolution limiting the execution of contracts to such agreements alone as do not create a lien upon real property other than the site of the proposed new unit. This was understood to be in conformity with the Governor's request when he agreed not to veto the two bills. Accordingly, the following resolution is offered:

Be it resolved, that the authorization heretofore given by the Board of Trustees of the University of Illinois to certain of its executive officers and agents to execute contracts with the Federal Government or others in order to obtain a loan and grant for the purpose of constructing the Medical and Dental College Unit at the College of Medicine in Chicago, be understood to confer no authority upon any official or representative of the Board of Trustees to execute any agreement which would create a lien upon any real property belonging to the University of Illinois or to the State of Illinois other than the site on which the proposed Medical and Dental College building is to be constructed.

I recommend that this resolution be adopted and that the Secretary of the Board be directed to send a certified copy thereof to the Governor.

On motion of Mr. Mayer, this resolution was adopted and the Secretary was directed to send a certified copy to the Governor.

**CONTRACT CHANGE ORDERS ON MEDICAL AND DENTAL
COLLEGE LABORATORIES BUILDING**

(4) The State Director for Illinois of the Federal Emergency Administration of Public Works advises that the regulations of his office require that the Board of Trustees ratify all contract change orders recommended by the Physical Plant Department and approved by the President of the University under the general authorization of the Board of Trustees, at each meeting following these authorizations. This has been done in each case, and two more change orders as listed below (General Contract Change Orders Nos. 4 and 5) have been authorized and are being reported for ratification by the Board. However, the Federal Emergency Administration of Public Works also requires at least five copies of the *resolutions* ratifying the changes in all instances and, therefore, the following resolution, covering all change orders authorized to date, is offered:

Whereas, The Board of Trustees of the University of Illinois on January 24, 1936, authorized the Physical Plant Department to issue, with the approval of the President of the University, such contract change orders as are necessary in the construction of the second unit of the Medical and Dental College Laboratories Building (known as Docket No. Ill. 1057-R, Medical and Dental College, University of Illinois, Chicago, Illinois), provided the expenditures are kept within the funds available; and

Whereas, The State Director of the Federal Emergency Administration of Public Works has requested that the Board of Trustees ratify all such change orders at each meeting following their authorization; and

Whereas, The State Director has requested that all change orders authorized to date be ratified at this Board meeting;

Now therefore be it resolved, That the Board of Trustees hereby approves and ratifies the action of the President of the University in authorizing the following contract change orders on the Medical and Dental College Laboratories Building issued to date:

General Contract Change Orders

No. 1.—Reinstates the alternates and cash allowances, or an addition of \$57,147, which were deducted to bring the total cost of the building within the original loan and grant. This deduction would have eliminated the tower floors together with such other work as rubber tile, mastic flooring, linoleum, etc. The increase in the loan approved by the Government makes possible this reinstatement.

No. 2.—Provides for substitution of terra cotta for glazed tile at an additional cost of \$4,050. This, being the first of the change orders, was submitted to the Board on January 24.

No. 3.—Makes certain changes on sash and omits screens, thereby obtaining a credit of \$4,796.

No. 4.—Cancellation of contingent liability insurance. The specifications include a provision for contingent liability insurance in addition to the liability insurance carried by the contractors. The University Counsel has advised that it is not necessary to carry both coverages and the change order approved will result in a credit of \$563.30.

No. 5.—Omission of balance of window screens above sixth floor (an additional omission not covered by Change Order No. 3), resulting in a credit of \$764.00.

Plumbing Contract Change Order

No. 1.—Provides an extra of \$3,199 for the reinstatement of alternates eliminated in the plumbing work on the tower floors.

Elevator Contract Change Order

No. 1.—An extra of \$1,204 to provide for (a) an increase in speed of both passenger and freight elevators, and (b) gates for elevators.

And be it further resolved, That the Secretary of the Board is hereby

directed to deliver to the State Director of the Federal Emergency Administration of Public Works five certified copies of this resolution.

On motion of Mr. Barrett, this resolution was adopted.

EXTENSION OF TIME ON GENERAL CONTRACT FOR MEDICAL AND DENTAL BUILDING

(5) The J. W. Snyder Company, general contractor for the second unit of the Medical and Dental College Laboratories Building, has requested an extension of four weeks on the completion date of its contract. The regulations of the Federal Emergency Administration of Public Works require a resolution of the Board of Trustees requesting this extension. Accordingly the following resolution is offered:

Whereas, J. W. Snyder Company, as general contractor engaged in the construction of the Medical and Dental Unit in Chicago, have made a request for an extension of four weeks for the completion of their contract; and

Whereas, Unprecedented and continuous cold weather of zero or below during the months of January and February has made it impossible to go on with the work and make normal progress; and

Whereas, It seems fair and reasonable to grant such a request and to extend the time for completion thereof accordingly;

Now therefore be it resolved, by the Board of Trustees of the University of Illinois, that the general contractor, the J. W. Snyder Company, be given an extension of four weeks for the completion of its contract and that the final completion date shall be January 12, 1937; and

Be it further resolved, That the Board of Trustees of the University of Illinois waives any and all claims it might have for liquidated damages on account of such extension.

On motion of Mr. Mayer, this resolution was adopted.

PAYMENTS ON CONTRACTS FOR MEDICAL AND DENTAL BUILDING

(6) The following payments on the contracts for the second unit of the Medical and Dental College Laboratories Building became due on April 12:

J. W. Snyder Company.....	\$26 749 09
Robert Gordon, Inc.....	1 043 80
Divane Bros.....	1 000 00
Granger & Bollenbacher.....	2 000 00
<i>Total</i>	<u>\$30 792 89</u>

The Comptroller has been authorized to pay to Robert Gordon, Inc. and Divane Bros. the amounts due out of the University's working cash fund (to be reimbursed when Federal funds are available) since they are relatively small payments and can be met in that way. He and the Director of the Physical Plant Department have been directed to offer to assist J. W. Snyder Company to secure a bank loan, the University to pay the interest or financing charge. This is in accordance with previous authorization of the Executive Committee.

This report was received for record.

OFFICIAL ACTIONS OF UNIVERSITY OF ILLINOIS FOUNDATION RELATING TO MEDICAL AND DENTAL BUILDING PROJECT

(7) A report that at a special meeting of the Board of Directors of the University of Illinois Foundation on February 18, 1936, the following actions were taken:

1. *Foundation to Act as Trustee*

A resolution, previously adopted by the Executive Committee of the Foundation on February 3, 1936, was unanimously adopted by the Board of Directors as follows:

Whereas, The Board of Trustees of the University of Illinois has applied to the United States Government for a loan and grant, being Illinois Docket

No. 1057, for the purpose of constructing a Medical and Dental Unit in Chicago; and,

Whereas, Such loan and grant application have been duly allowed and approved by the United States Government; and

Whereas, Under the agreement with the United States Government it is necessary to designate an active trustee which will perform such duties, in connection with financing of the undertaking and the discharge of the obligations of the University of Illinois under contract or contracts with the United States; and

Whereas, The Board of Trustees of the University of Illinois has requested the University of Illinois Foundation to act as such trustee;

Now, therefore, be it resolved, by the Executive Committee of the University of Illinois Foundation, being duly empowered to act in the premises, that the University of Illinois Foundation will act as such trustee and perform all the duties and obligations of that position under and pursuant to the offer of the United States Government to purchase securities and the acceptance thereof by the Board of Trustees of the University of Illinois on January 24, 1936, and in conformity with all other conditions, stipulations, contracts, rules and requirements of the United States Government relating to the completion of the said project;

Be it further resolved, That Glenn M. Hobbs be and hereby is authorized and directed to execute any and all papers, documents, or contracts which may be required by the United States Government in connection with the above described project and in relation to the duties of the trustee, as above set forth.

Be it further resolved, That a copy of the by-laws and the constitution of the University of Illinois Foundation authorizing the Executive Committee to act, be appended to a copy of this resolution, all of which shall be transmitted to the Board of Trustees of the University of Illinois.

2. Trust Agreement with United States Government

The Executive Committee of the Board of Directors of the University of Illinois Foundation was authorized to execute a Trust Agreement with the United States or any department or agency thereof and the Board of Trustees of the University of Illinois, or other person, by the terms of which the University of Illinois Foundation will serve as Trustee thereunder in connection with the execution of Illinois Project 1057, Federal Emergency Administration of Public Works, involving the construction and financing of a Medical and Dental Unit for the University of Illinois. Such Trust Agreement may include or concern additional or other bodies than those named in this resolution.

3. Construction Fund Agreement with United States Government

The Executive Committee of the Board of Directors of the University of Illinois Foundation was authorized to execute a Construction Fund Agreement with the United States Government or any department or agency thereof, and with a bank or trust company, or other party, in conformity with the plan outlined by the United States Government in relation to the financing of Illinois Project 1057, Federal Emergency Administration of Public Works, involving the construction of a Medical and Dental Unit for the University of Illinois.

4. Purchase of Bonds

The University of Illinois Foundation accepted the offer of the United States Government to purchase the bonds to be issued by the University of Illinois Foundation in connection with the execution of the trust under a Trust Agreement, entered into with the United States Government or any department or agency thereof, and the President of the Board of Directors, or the Chairman of the Executive Committee, were authorized and directed to notify the United States or its proper officer or agent of the acceptance of such offer.

This report was received for record.

**CHANGE IN CONSTITUTION AND BY-LAWS OF UNIVERSITY
OF ILLINOIS FOUNDATION**

(8) A report that at a special meeting of the Board of Directors of the University of Illinois Foundation the constitution and by-laws of the Foundation (see Minutes of October 25, 1935, page 441) were amended as follows:

1. The following Article III was added to the by-laws:

ARTICLE III

AMENDMENT OF ARTICLES OF INCORPORATION AND OF BY-LAWS

SECTION I. The Articles of Incorporation of the Foundation may be amended by a two-thirds vote of the Board of Directors at any regular or special meeting; and the by-laws may be amended at any meeting by a majority vote of the Board of Directors.

2. Article I, Section 4b of the constitution, and Article 2b of the Articles of Incorporation were amended so as to read as follows:

To receive, hold, and administer such gifts with the primary object of serving purposes other than those for which the State of Illinois ordinarily makes sufficient appropriations; to act without profit as trustee of educational, or charitable trusts; to administer gifts, grants, or loans of money or property, real or personal, whether made by or for the benefit of public governmental bodies, state or national, or by or for the benefit of corporations or natural persons, and whether in the form of conventional express trusts or otherwise; to become a party to contracts, trust instruments, and agreements of any type or description, and to execute negotiable obligations, as trustee or otherwise, in order to effectuate either the creation or organization of trusts, or the execution of the purposes thereof. Where the terms and conditions imposed by the donors of any forms of gifts or bequests make immediate transfer to the University of Illinois right and proper, the Foundation shall transfer absolutely and in full right, title to and interest in such property, real and personal, transferred, assigned, or conveyed by any and all persons whatsoever, whether such property be in the form of money, manuscripts, works of art, or otherwise, for the use and benefit of the University of Illinois, subject to said terms and conditions of said donors and subject also to the right of the Board of Trustees of the University of Illinois to refuse such proffered gifts, if conditions attached thereto be deemed unsatisfactory or unacceptable. Whenever such gifts or bequests, when made as memorials, involve maintenance, provision for such maintenance shall be included in the gift unless this requirement is waived by the University Board of Trustees.

3. Article 3 of the Articles of Incorporation of the University of Illinois Foundation was amended to read as follows:

The management of the aforesaid University of Illinois Foundation shall be vested in a Board of twelve Directors. The Board of Directors may appoint from their own number an Executive Committee and delegate to this Committee power to transact corporate business in accordance with the objects as above outlined. Until otherwise provided by the constitution or the by-laws of the University of Illinois Foundation, an Executive Committee of three Directors may be appointed by the Board of Directors, which Committee shall have all the powers of the Board of Directors except that such Executive Committee shall have no power to encumber or convey the real property of the University of Illinois Foundation otherwise than by lease, unless expressly authorized by such Board of Directors.

This report was received for record.

**DELEGATION OF SIGNATURE OF PRESIDENT OF
BOARD OF TRUSTEES**

(9) In order to handle promptly the volume of transactions which go through the Business Office, it is necessary to secure the delegation of the signature of the President of the Board of Trustees to one other member of the staff. Accordingly the following resolution is submitted:

Resolved, That the President of the Board of Trustees be authorized to delegate to C. C. DeLong the signing of his name as President of the Board of Trustees to vouchers to be presented to the State Auditor, approved in accordance with the regulations of the Board, this authorization to be in addition to authorizations made in the resolution adopted by the Board on March 10, 1936.

On motion of Mr. Wieland, this resolution was adopted. At this point, Mr. Barr took his place with the Board.

TRANSFER OF UNUSED BALANCES IN 1935-1936 BUDGET TO GENERAL RESERVE FUND

(10) A report that additional unused balances in the 1935-1936 salaries budget totaling \$8,099 have been lapsed into the General Reserve Fund. A list of these balances is hereby given to the Secretary of the Board for record.

This report was received for record.

ADJUSTMENTS IN THE BUDGET

(11) A report of the following adjustments in the budget made by the President of the University during the fiscal quarter ending March 31, 1936, in accordance with the authorization of the Board, and for which assignments should be made from the General Reserve Fund. A similar report was made at the January meeting of the Board of adjustments during the second fiscal quarter ending December 31, 1935.

BUDGET ADJUSTMENTS MADE BY THE PRESIDENT QUARTER ENDED MARCH 31, 1936

Permanent additions to current budget:

Zoology, salaries (minor rate adjustment).....	\$ 25 00	
Business Organization and Operation, salaries (part time of H. M. Edwards).....	150 00 ¹	
University Extension, salaries ($\frac{3}{4}$ time of Mr. Huston)....	208 00 ²	
University Extension, expense (new equipment).....	290 00	\$673 00

Temporary additions to current budget (present year only, additional part-time assistants):

Botany, salaries.....	900 00	
Chemistry, salaries.....	1 625 00	
English, salaries.....	1 752 00	
Mathematics, salaries.....	180 00	
Home Economics, salaries.....	444 00	
Journalism, salaries.....	375 00	
Medicine, salaries.....	390 00	5 666 00

Total additions..... \$6 339 00

On motion of Mr. Barrett, this action was confirmed, and the appropriation was made from the General Reserve Fund, by the following vote: Aye, Mr. Barr, Mr. Barrett, Mrs. Freeman, Mr. Kar-raker, Mr. Mayer, Mrs. Plumb, Mr. Pogue, Mr. Wieland, Mr. Wil-iams; no, none; absent, Mr. Horner, Dr. Meyer.

APPROPRIATION FOR POLK STREET PROPERTY

(12) On February 22, 1936 (Minutes, page 540), the Board authorized the purchase of the property at 1750 West Polk Street at an estimated cost of \$8,500, and an appropriation of \$3,000 was made to apply on the purchase price.

In endeavoring to conclude the purchase of this property the Comptroller reports that complications relating to the settlement of a delinquent first mortgage and delinquent taxes have developed with the result that the only

¹Reported to Board of Trustees February 22, 1936 (Minutes, page 549), but no appropriation made.

²Reported to Board of Trustees January 24, 1936 (Minutes, page 523), but no appropriation made.

basis on which the purchase could be concluded would be at a cost of approximately \$9,000.

I recommend that the purchase of this property at a price not to exceed this amount be authorized and that a supplementary appropriation of \$6,000 be made from the General Reserve Fund to complete the payments.

On motion of Mr. Barr, this recommendation was adopted and the appropriation of \$6,000, or so much thereof as may be necessary, was made by the following vote: Aye, Mr. Barr, Mr. Barrett, Mrs. Freeman, Mr. Karraker, Mr. Mayer, Mrs. Plumb, Mr. Pogue, Mr. Wieland, Mr. Williams; no, none; absent, Mr. Horner, Dr. Meyer.

APPROPRIATION FOR AGRICULTURAL EQUIPMENT

(13) A recommendation that an appropriation of \$5,000 be made from the General Reserve Fund for the College of Agriculture and the Agricultural Experiment Station for the purchase of equipment during the current fiscal year.

The Dean of the College of Agriculture has submitted lists of current special equipment needs of the various departments totaling \$17,487.76. These were submitted to the Committee on Special Appropriations and Non-recurring Expenditures for consideration and advice. The Committee recognizes the importance of this request, but in view of other needs and demands upon the University's budget it recommends that at this time the assignment for agricultural equipment should not exceed \$5,000.

On motion of Mr. Barr, this appropriation was made, by the following vote: Aye, Mr. Barr, Mr. Barrett, Mrs. Freeman, Mr. Karraker, Mr. Mayer, Mrs. Plumb, Mr. Pogue, Mr. Wieland, Mr. Williams; no, none; absent, Mr. Horner, Dr. Meyer.

CONSTRUCTION OF SCALE HOUSE FOR THE COLLEGE OF AGRICULTURE

(14) The list of minor building needs of the College of Agriculture and Agricultural Experiment Station includes scales and a scale house to be located near the beef cattle barns. The estimated cost of the scales and scale house is \$10,600. The Dean of the College of Agriculture recommends that the purchase of the scales and the construction of the scale house be authorized.

On motion of Mr. Barrett, the Director of the Physical Plant Department was authorized to receive bids (with alternates) for the construction and equipment of this scale house.

APPROPRIATION TO DEPARTMENT OF DAIRY HUSBANDRY

(15) A recommendation that an appropriation of \$2,400 be made from the General Reserve Fund to the Department of Dairy Husbandry for operating expenses during the balance of the current fiscal year. This additional amount is needed to make up for the reduction in the income of the creamery as a result of the change in the policy governing its business operations recommended by the Dairy Commission and approved by the Board.

Action on this matter was deferred.

RESOLUTION RATIFYING ACTIONS RELATING TO CREATION OF MEDICAL AND DENTAL COLLEGE BUILDING TRUST

(16) The Counsel for the Federal Emergency Administration of Public Works requests that a resolution be adopted by the Board of Trustees ratifying all actions taken on behalf of the Board in connection with the Medical and Dental Building project.

Mr. Barrett then presented the following resolution:

A RESOLUTION PROVIDING FOR THE RATIFICATION OF ALL ACTION TAKEN ON BEHALF OF THE BOARD IN CONNECTION WITH THE CREATION OF THE MEDICAL AND

DENTAL COLLEGE BUILDING TRUST, THE CONVEYANCE OF CERTAIN PROPERTY IN TRUST, THE EXECUTION OF A TRUST AGREEMENT AND A CONSTRUCTION FUND AGREEMENT AND OTHER ACTION TAKEN TO CONSUMMATE THE PLAN FOR FINANCING THE CONSTRUCTION OF THE MEDICAL AND DENTAL COLLEGE BUILDING IN CHICAGO, ILLINOIS, AND FOR OTHER PURPOSES.

Be it resolved, by the Board of Trustees of the University of Illinois:

Section 1. The Board hereby ratifies and approves all action taken on its behalf in the execution and delivery of the following Deed in Trust dated April 7, 1936, whereby it conveyed the property to the University of Illinois Foundation as Trustee under the Medical and Dental College Building Trust: (The printed copy of the Deed in Trust follows.)

DEED IN TRUST

THIS INDENTURE WITNESSETH, That the grantor, The Board of Trustees of the University of Illinois, of the County of Champaign and the State of Illinois, for and in consideration of Ten Dollars, and other good and valuable considerations in hand paid, Conveys and Warrants unto the University of Illinois Foundation (herein called the "Foundation"), a non-profit corporation of Illinois, as trustee under the provisions of a trust agreement (herein called the "Trust Agreement") dated the 7th day of April, 1936, known as the Medical and Dental College Building Trust, the following described real estate (herein called the "Site") situated in the County of Cook and State of Illinois, to-wit:

That part of Lot 3 in Subdivision (by Codwise and others) of the West half of the Southeast quarter of Section 18, Township 39 North, Range 14 East of the 3rd Principal Meridian (except 1 chain and 37 links along the west side) described as follows: Beginning at the southwest corner of S. Wood Street and W. Polk Street, and running thence west along the south line of said W. Polk Street a distance of 193.69 feet; thence south parallel to the west line of said S. Wood Street a distance of 152 feet; thence east parallel to the south line of said W. Polk Street a distance of 85.69 feet; thence south parallel to the west line of said S. Wood Street a distance of 18.60 feet; thence east parallel to the south line of said W. Polk Street a distance of 108 feet to the west line of said S. Wood Street; and thence north along the west line of said S. Wood Street a distance of 170.60 feet to the point of beginning; in the city of Chicago, Cook County, Illinois.

TO HAVE AND TO HOLD the said premises with the appurtenances for the uses and purposes in said Trust Agreement set forth, the purpose of said trust being, among other things, to cause a medical and dental college building (herein called the "Project") to be constructed upon the Site.

Full power and authority is granted by said Trust Agreement to the Foundation, as trustee thereunder:

(a) To construct the Project upon the Site and reconstruct, improve, alter and repair the Project;

(b) To lease the Site and the Project for college, seminary, university or other exclusively public educational purposes and to renew and extend such leases; to contract to make such leases and to grant options to lease and options to renew leases;

(c) To obtain by gifts, donations or otherwise, such funds as may be necessary to aid in financing the construction and completion of the Project; if in its sole discretion the Foundation determines that it is unable by gifts, donations or otherwise to obtain such funds, it is to issue its bonds in order to provide such funds as shall be necessary, together with any grant made by the United States of America, in order to complete the construction of the Project; such bonds, however, are not to be debts of The Board of Trustees of the University of Illinois or of the State of Illinois and neither said Board nor the State are to be liable thereon;

(d) To secure its bonds (if any are to be issued) by an indenture to a trustee for the holders of such bonds (herein called the "bondholders' trustee"), in and by which indenture the Foundation may:

(1) Pledge all or any part of its gross or net rents, fees or revenues (to which its right then exists or may thereafter come into existence) from the Site and the Project;

(2) Assign any of its leases or contracts relating to the Site and the Project;

(3) Confer upon the bondholders' trustee the power, in case of a default under the bonds or the indenture securing same: to enforce the payment of all sums due under such leases and to compel the performance of any covenants or conditions therein; to take possession, use, operate, manage and control the Site and the Project and collect the rents, issues and profits thereof; to lease, use or operate the Project for any purposes whatsoever and not merely those for which the Foundation itself, as trustee under said Trust Agreement, may lease, use or operate same;

provided, however, that in no event shall any bondholders' trustee or any holders of bonds of the Foundation have the right or power to forfeit or obtain title to the Site or the Project through foreclosure proceedings or otherwise;

(e) To execute other instruments and contracts and do other things; all as more fully provided in said Trust Agreement, an original counterpart of which is on file in the office of the Foundation in Champaign, Illinois.

The Medical and Dental College Building Trust created by the Trust Agreement is to continue, as therein provided, for a period of twenty-one years and thereafter until all the liabilities of the Foundation, as trustee thereunder, have been met and its bonds (if any have been issued) have been paid in full or such liabilities and bonds have otherwise been discharged. Upon the expiration of said trust, title to the Site shall revert to the Board of Trustees of the University of Illinois, together with the Project and any other improvements constructed upon the Site.

In witness whereof the grantor aforesaid has hereunto set its hand and seal this 7th day of April, 1936.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

By O. M. KARRAKER

President

Attest: H. E. CUNNINGHAM

Secretary

[SEAL]

State of Illinois }
County of Champaign }

I, Anna L. Neuber, a Notary Public in and for said County, in the State aforesaid, do hereby certify that O. M. Karraker and Harrison E. Cunningham, President and Secretary respectively of the Board of Trustees of the University of Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of the said Board of Trustees of the University of Illinois, as grantor, on April 7, 1936, for the uses and purposes therein set forth, and the said Harrison E. Cunningham did also then and there acknowledge that he, as Custodian of the corporate seal of said Board of Trustees of the University of Illinois did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of April, 1936.

ANNA L. NEUBER

Notary Public

My commission expires Feb. 11, 1939.

[NOTARIAL SEAL]

said Deed in Trust being recorded in the office of the Recorder of Deeds of Cook County, Illinois, on April 8, 1936, as Document No. 11789162 in Book 32782 of Records at Page 371. The Board hereby approves all the provisions, covenants, and conditions contained in said Deed in Trust.

Section 2. The Board hereby ratifies and approves all action taken on its behalf in the execution and delivery of the following Trust Agreement dated as of April 7, 1936, between it, the University of Illinois Foundation, and the United States of America:

(The Trust Agreement was presented here.)

The Board hereby approves all the provisions, covenants, and conditions contained in said Trust Agreement.

Section 3. The Board hereby ratifies and approves all action taken on its behalf in the execution and delivery of the following Construction Fund Agreement, dated as of April 7, 1936, between it, the University of Illinois Foundation as Trustee under the Medical and Dental College Building Trust, and First National Bank of Chicago:

(The printed copy of the Construction Fund Agreement follows.)

CONSTRUCTION FUND AGREEMENT

AGREEMENT (herein called the "Construction Fund Agreement") dated the 7th day of April, 1936, by and between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS (herein called the "University"), a duly organized and existing public corporation in the State of Illinois, party of the first part, and the UNIVERSITY OF ILLINOIS FOUNDATION (herein called the "Foundation"), a duly organized and existing private non-profit corporation in the State of Illinois, not personally, but as trustee under the Trust Agreement hereinafter described of even date herewith, party of the second part, and THE FIRST NATIONAL BANK OF CHICAGO (herein called the "Bank"), a national banking association, organized and existing under the laws of the United States of America and authorized by law to accept and execute trusts, with its principal office in the City of Chicago, Illinois, party of the third part.

WHEREAS, the United States of America, acting through the Federal Emergency Administrator of Public Works (herein called the "Government") has made an offer (herein called the "Offer") to aid in financing the construction of a Medical and Dental College Building in Chicago, Illinois (herein called the "Project") by making a grant to the University in an amount of 45% of the cost of the Project upon completion, but not to exceed in any event the sum of \$366,000, and by purchasing from the Foundation certain bonds (herein called the "Bonds") of the Foundation in the aggregate principal amount of \$1,091,000, secured by an indenture (herein called the "Indenture") to a trustee for the holders of such Bonds (herein called the "bondholders' trustee") all upon the terms and conditions stated in said Offer and subject to the rules and regulations contained and set forth in P.W.A. Form No. 166, July 22, 1935, as amended to date; and

WHEREAS, said Offer of a grant has been duly accepted by the University and said Offer (the term "Offer" as used herein shall denote the present Offer or any superseding offer made and accepted in lieu hereof) of a loan will be open for acceptance by the Foundation after its appointment under a Trust Agreement (herein called the "Trust Agreement") of even date herewith between the University, the Foundation, and the Government, known as the Medical and Dental College Building Trust; and

WHEREAS, said Offer provides that the amount paid on account of the grant and the proceeds of the sale of the Bonds (or if no Bonds are to be sold, the amount provided for the Project in lieu of such Bond proceeds) shall be deposited in a construction account or accounts held by a depository satisfactory to the Government, the Bank being satisfactory to the Government as such depository; and

WHEREAS, the University and the Foundation desire that such moneys shall be deposited with the Bank and shall be held by a Bank and disbursed

only as herein provided, and the Bank is willing to accept such deposits upon the terms and conditions hereinafter set forth and to hold and disburse said moneys as hereinafter provided, and in evidence of its acceptance of the duties imposed hereby, the Bank has joined in the execution hereof; and

WHEREAS, the execution and delivery of this Construction Fund Agreement, by the parties hereto, has been in all respects duly authorized and all things necessary to constitute this Construction Fund Agreement, when executed and delivered, the valid, legal and binding obligations of the parties hereto, in accordance with its terms have been done or performed or have happened;

NOW, THEREFORE, This Agreement WITNESSETH: That in consideration of the premises and of the covenants herein contained and of One Dollar (\$1.00) by each party unto the other party in hand paid and other good and valuable consideration, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The University and the Foundation hereby designate the Bank as the depository of the proceeds of the grant and, in the event that no Bonds are to be sold, of the money to be provided for the Project by the University and the Foundation in lieu of such Bond proceeds, and agree to deposit or cause to be deposited with the Bank all such moneys. The Bank hereby agrees to accept said moneys and to credit same to the University and Foundation in an account designated and herein called "Construction Fund A" and to hold the same until disbursed in the manner hereinafter provided for the purpose of paying indebtedness incurred by the University or the Foundation, or of reimbursing them for expenditures made, in connection with the construction of the Project and expenses incidental thereto (other than for interest on the Bonds or costs or expenses in connection with the Bonds or the Indenture).

2. The Foundation hereby designates the Bank as the depository of the proceeds received from the sale of the Bonds and agrees to deposit or cause to be deposited with the Bank all of such proceeds, and the Bank hereby agrees to receive and accept said moneys and to credit same to the Foundation in an account designated and herein called "Construction Fund B," and to hold same until disbursed in the manner hereinafter provided for the purpose (in addition to withdrawals by the Bank as provided in Section 3 hereof) of paying indebtedness incurred by the University or the Foundation, or of reimbursing them for expenditures made, in connection with the construction of the Project and expenses incidental thereto, the cost to the Foundation of preparing, executing and delivering the Bonds and the Indenture and all taxes and recording fees in connection therewith, the cost of obtaining all legal opinions or title certificates or policies to be furnished by the Foundation under the Indenture, the Offer and this Construction Fund Agreement, and any other fees and expenses which may be approved by the Government.

3. In the event that any Bonds are sold, all accrued interest received thereon at the time of the delivery thereof shall be paid into an account held by the Bank designated and herein called the "Bond Fund," which Fund will be more fully provided for in the Indenture. Out of the proceeds of the Bonds so sold, there shall also be deposited in said Bond Fund an amount which (together with the accrued interest deposited in the Bond Fund, as aforesaid) will equal the aggregate amount of interest which will accrue on said Bonds on or before January 1, 1937. Within a period of not more than three days prior to the first day of January and July of each year prior to the Completion Date (as hereinafter defined), the Bank shall withdraw from Construction Fund B and pay into the Bond Fund an amount which (together with the moneys then held in the Bond Fund for the interest becoming due on said January first or July first as the case may be) will equal the amount of interest upon the Bonds becoming due and payable on said January first or July first as the case may be.

4. Moneys in either or both of the Construction Funds shall be paid out, disbursed and withdrawn (except as provided in Section 3 hereof) only as follows:

A. From time to time during the construction of the Project, the University and the Foundation may withdraw money from Construction Fund

A for the purposes provided in Section 1 hereof and from Construction Fund B for the purposes provided in Section 2 hereof, but only upon receipt by the Bank of a duly executed order of the Foundation and the University in the form approved by said parties and the Government, which shall state specifically the Fund from which the money is to be withdrawn, and of:

(1) A voucher which shall:

(a) be signed on behalf of the University by its Director of the Physical Plant and its Comptroller and be signed on behalf of the Foundation by its Executive Director;

(b) Have endorsed thereon or be accompanied by a written approval of the State Director of the Federal Emergency Administration of Public Works for the State of Illinois (herein called the "State Director (P.W.A.)") or such other representative as the Government from time to time may designate for such purpose;

(c) State that such expenditures or indebtedness have not formed the basis of any previous withdrawals;

(d) State that no default has occurred and is subsisting under the Offer or, in the event that any Bonds are sold, under the Bonds or the Indenture;

(e) State that such voucher covers no items representing payment or reimbursement on account of any retained percentages which the University or the Foundation is, at the date of such voucher, entitled to retain;

(f) State that the amount remaining in Construction Funds A and B (or, if no Bonds are sold, in only Construction Fund A) after such withdrawal, plus an amount equal to the aggregate amount of the Grant estimated to be payable in cash and not yet paid (the estimated amount of the Grant shall be approved by the State Director (P.W.A.) prior to the first withdrawal from such Construction Funds and the amount so approved shall be considered as the estimated amount of the Grant until changed at the request or with the approval of the Government), plus the proceeds of the Bonds still to be purchased by the Government (or if no Bonds are to be sold, plus the money to be provided for the Project by the University and the Foundation) will be sufficient to pay for the completion of the Project in accordance with the plans and specifications which shall have been delivered to and approved by the Government, and with the estimate made by the Government at the time the aforesaid application was approved and to pay the aggregate amount of interest which will accrue on or before the last day of the month in which it is estimated the Completion Date will occur; and

(g) State in reasonable detail the purpose or purposes for which such expenditures have been made or such indebtedness incurred and that such expenditures have been made or such indebtedness incurred in connection with the construction of the Project.

(2) Waivers of liens executed by mechanics, materialmen, contractors, subcontractors and any other persons who might, under the laws of Illinois, have any liens, or inchoate liens upon the Project and the site thereof, in and by which waivers said persons:

(a) When partly paid, shall waive, to the extent of such payments, all rights to assert liens upon the Project and the site thereof for all work, labor, services or materials furnished for the Project; and

(b) When finally paid, shall finally waive all rights to assert liens upon the Project and the site thereof for all work, labor, services, or materials furnished for the Project.

(3) An opinion of counsel satisfactory to the Bank (which counsel may be counsel for the University or the Foundation) which shall:

(a) State that the land, right-of-ways, easements, franchises, and property, for the acquisition or construction of which said expenditures shall have been made or indebtedness incurred, shall immediately after

such payment be clear from all liens or encumbrances, except those that may be waived in writing by the Government;

(b) State that the waivers of liens delivered to the Bank are duly executed and in proper form, and that all mechanics, materialmen, contractors, subcontractors and other persons furnishing any work, labor, services or materials on the Project have thereby duly waived, to the extent of the payments made to them, their respective rights to assert liens on the Project or the site thereof, for all work, labor, services or materials furnished for the Project or the site thereof; and further state that final waivers of lien have been delivered to the Bank covering all such work, labor, services and materials for which final payment has been made; and

(c) State that neither the University nor the Foundation is in default under the provisions of the Offer and, if any Bonds are sold, that the Foundation is not in default under the Bonds or the Indenture.

B. In the event that any Bonds are sold and the construction of the Project shall be discontinued or unreasonably delayed or the same shall not be carried on with reasonable dispatch or shall not be completed by May 1, 1937, or the Certificate of Completion shall not be delivered to the Bank and the Government within thirty days after completion of the Project, the bondholders' trustee shall have the right (but not the duty, as more fully provided in the Indenture) to take over the construction of the Project and complete the same at the expense of the Foundation, and in such event any moneys in Construction Funds A and B may be withdrawn from time to time by the bondholders' trustee (instead of the Foundation and the University) for the purpose of paying or reimbursing the bondholders' trustee for expenditures made or for paying indebtedness incurred by it in connection with such construction, provided that such expenditures or indebtedness have first been approved in writing by the State Director (P.W.A.) or such other representative as the Government may designate.

C. Upon delivery to the Bank and the Government of the following papers (the date of such delivery being herein and in the Indenture called the "Completion Date"):

(1) A certificate signed and verified by the Director of Physical Plant and the Comptroller of the University and by the Executive Director of the Foundation, upon which shall be endorsed the approval of the State Director (P.W.A.), stating that the construction of the Project has been completed in accordance with the plans and specifications submitted to and approved by the Government, and that all liabilities of the University and the Foundation incurred for, or in connection with, the construction of the Project have been paid or that provision for such payment has been made and, if there be an Indenture, that said payments and provision therefor have been made in such manner as not to impair the lien of such Indenture; and

(2) An opinion of counsel approved by the Government or counsel acceptable to the Bank (which counsel may be counsel for the University or the Foundation) stating that the University and the Foundation have completed the Project in the manner and within the time required hereby; that the Foundation has acquired title thereto and to the trust estate, free from all liens or encumbrances except those that may be waived in writing by the Government; that final waivers of lien have been obtained in proper form from all contractors, subcontractors and other persons who furnished any work, labor, services, or materials on the Project and that all rights have been waived to assert any liens on the Project or the site thereof for all work, labor or materials furnished on the Project; that all work, labor, services and materials furnished for the Project, the site thereof, or in connection therewith, have been fully and completely paid for and that no claim whatever exists out of which a mechanic's lien could ripen against the Project or the site thereof; and that there are no uncanceled mechanics', laborers', contractors', subcontractors', or materialmen's liens on the Project on file

in any public office where the same should be filed in order to be valid liens against any part of said property;

the Bank shall dispose of the balances then remaining in the Construction Funds and not set aside for making payments on account of the construction costs of the Project or claims arising in connection therewith as follows: any such balances remaining in the Construction Fund A shall be paid to the University, and any such balances remaining in Construction Fund B shall be transferred to the Bond Fund (which will be more fully provided for in the Indenture).

5. It is expressly understood and agreed that the Bank shall be under no responsibility to make any investigation or analysis of any statement or information which may be certified to the Bank in the manner provided by this Agreement and that the Bank may accept without responsibility any statement, certificate or opinion which it may believe to be genuine and which may appear to be valid and authentic, provided the same shall comply to the best of its knowledge, information and belief with the requirements herein set forth.

The Bank shall not be required to make any investigation as to the progress of the work or otherwise to inquire beyond the certificates; and said certificates shall constitute full and ample protection and authority to the Bank in making any disbursement and application hereunder.

The Foundation and the University agree to furnish to the Bank specimen signatures of the Executive Director of the Foundation, the Director of the Physical Plant and Comptroller of the University or any other officials authorized to sign withdrawal orders on behalf of the University or the Foundation and to cause to be furnished to the Bank specimen signatures of the State Director of the Federal Emergency Administration of Public Works for the State of Illinois, or such other representative as the Government may from time to time designate to approve withdrawal orders on its behalf, and to furnish forms of certificates and orders showing the signatures of the persons authorized to sign such certificates and orders.

The Bank shall not be liable for any mistake of judgment or other mistake of itself or its agents or employees, but shall be liable only for its wilful or fraudulent misconduct, and the Bank shall be absolutely protected in making payments on the certificates and orders hereinabove provided for which it, in good faith, believes to be genuine and to be signed by the proper party, and shall not be required to see to the application of said payments or to the progress of the construction of the Project, and shall not be required to obtain any of the certificates or affidavits required by the laws of the State of Illinois with respect to liens of mechanics, laborers, materialmen, contractors, subcontractors or other persons, and shall not be liable to make any payments except out of funds deposited with it. Notwithstanding the provisions of this Section, the Foundation agrees to obtain and deliver to the Bank any and all necessary or desirable affidavits and waivers of liens executed by the mechanics, materialmen, contractors, subcontractors and any other persons who might, under the laws of Illinois, have any liens or inchoate liens upon the Project and the site thereof, in and by which waivers said persons shall waive (to the extent of partial or final payments made to them respectively) all rights to assert liens upon the Project and the site thereof.

The Bank shall be entitled to be reimbursed for all proper outlays of every sort and nature by it made or incurred in the acceptance or discharge of its duties hereunder with interest, and to receive reasonable and proper compensation for any and all duties that it may at any time perform hereunder, and for all damages sustained or incurred by the Bank by reason or on account of any negligence of any attorney or agent selected and retained with reasonable care in the performance or attempted performance of any of its duties hereunder.

6. This Construction Fund Agreement shall inure to the benefit of and be valid and binding upon the parties hereto, their respective legal representatives, successors and assigns and, cannot be amended, rescinded or modified in any way by the parties hereto without the prior written consent of the Government.

7. This Constitution Fund Agreement may be executed in several counter-

parts, each of which shall be deemed to be an original and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Board of Trustees of the University of Illinois has caused this Construction Fund Agreement to be executed in its corporate name and behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, and the University of Illinois Foundation, as trustee under the Trust Agreement, and not personally, has caused this Construction Fund Agreement to be executed in its corporate name and behalf by its Executive Committee and its corporate seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, and The First National Bank of Chicago, to evidence its acceptance of the trust hereby created, has caused this Construction Fund Agreement to be executed in its corporate name and behalf by its President or by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Cashier or by one of its Assistant Cashiers, all on the date and year first above written.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

ATTEST:

H. E. CUNNINGHAM
Secretary

By O. M. KARRAKER
President

[SEAL]

UNIVERSITY OF ILLINOIS
FOUNDATION,

not personally but as Trustee, under a Trust Agreement dated April 7, 1936, known as the Medical and Dental College Building Trust.

ATTEST:

GLENN M. HOBBS
Secretary

By { EDWARD E. BARRETT
K. J. T. EKBLAW
RALPH CHAPMAN
Executive Committee

[SEAL]

THE FIRST NATIONAL BANK
OF CHICAGO

ATTEST:

N. Y. STOCKDALE
A Cashier

By ROY C. OSGOOD
Vice President

APPROVED:

SVEINBJORN JOHNSON
University Counsel

The Board hereby approves all the provisions, covenants, and conditions contained in said Construction Fund Agreement.

Section 4. The Board hereby ratifies and approves all other action heretofore taken on its behalf relating to the financing, undertaking, or construction of the Medical and Dental College Building in Chicago, Illinois.

Section 5. The officers of the Board are hereby authorized and directed to do all acts and things required in and for the punctual and complete performance and observance of all the terms, covenants, conditions, and agreements of said Trust Agreement and Construction Fund Agreement.

Section 6. The officers of the Board are hereby authorized on behalf of the Board to take such action and execute and deliver to the Government such certificates and papers as are necessary and convenient to consummate the payment of the grant by the Government, and the performance and observance by the Board of the contract between the Board and the Government created by the Board's acceptance of the offer of the Government, dated January 11, 1936. The Comptroller of the Board is empowered on behalf of the Board to

accept the payments of the grant to the Board and is directed to cause the proceeds of the grant to be deposited in the Construction Fund A, subject to the terms of the aforesaid Construction Fund Agreement.

O. M. KARRAKER
President

ATTEST:

H. E. CUNNINGHAM
Secretary

[SEAL]

Mrs. Plumb seconded the foregoing resolution, and a discussion thereof ensued.

The President of the Board announced that Dr. A. C. Willard, President of the University, who was present at the meeting, would explain and answer questions concerning the action proposed to be ratified. Mrs. Freeman inquired what the consideration had been for the conveyance of the site of the project to the University of Illinois Foundation as Trustee. President Willard replied that the Government was paying the sum of \$196,879.35 to the Board in consideration solely of the conveyance of said title to the Foundation, as more fully provided in the Trust Agreement to which the government was a party. He further pointed out that the offer of the Government to make said grant to the Board has been conditioned upon the conveyance of this property in trust. Mrs. Freeman inquired if this money was to be used in the construction of the project. President Willard stated that the money received from the Government as a consideration for the conveyance of the property would be deposited in Construction Fund A and used to aid in the construction of the Medical and Dental College Building as provided in the Construction Fund Agreement. He added, however, that the Board would nevertheless derive the benefit from the expenditure of said moneys. Under the terms of the Trust Agreement, the Board had received an option to lease the completed Medical and Dental College Building on a year to year basis.

President Willard stated that in the fixing of the rental under the proposed lease, the Board had been given full credit for the grant moneys to be used in the construction of the project. The rental was based on the cost of the project exclusive of the part of the cost to be financed with grant moneys. Assuming that the proposed lease would be entered into and not thereafter terminated by the Board, it was contemplated that over a period of twenty years the rental under the lease would be sufficient to pay for the cost of the project financed with moneys (including interest thereon) other than said grant moneys. In other words, the option to lease at a net rental of \$86,000 per year had been given to the Board as a consideration for the use of the grant moneys. This option to lease was a consideration of great value because the rental stipulated in the option was substantially less than the rental value of the project. Some discussion ensued as to the actual rental value of the project, and it was agreed by all that the rental value of the property was at least 45% higher than the rental stipulated in the option given to the Board.

Mrs. Freeman then inquired whether \$196,879.35 represented a fair price for the property. President Willard stated that the property had originally been purchased as a part of a much larger tract and that the price for the larger tract had been \$415,000; that on the basis of the entire tract, the proportionate original cost of this property was approximately \$30,000, and that the present value of the property was considerably less than \$196,879.35.

Mrs. Freeman inquired as to the purpose of the Government's joining as a party to the Trust Agreement. President Willard advised that in aiding the financing of this project the Government was interested not only in the immediate use of the grant moneys to provide employment, but also in the ultimate use of the project for college, seminary, university, or other exclusively public educational purposes during the period of trust (except for certain situations provided for in Section 2.03 of the Trust Agreement). By joining as a party to the Trust Agreement, the Government would be able to assure that the project would be used for the public educational purposes of the trust.

Mr. Barrett stated that he believed the Board was being dealt with very generously. He declared that it was clearly for the best interests of the Board and the people of the State of Illinois that the property should be conveyed and held in trust subject to the provisions of the Trust Agreement creating the Medical and Dental College Building Trust. He pointed out that the trust was to continue for a limited period—twenty-one years and thereafter until all the liabilities of the Trustee thereunder had been met and its bonds paid—and that upon the expiration of the trust, the title to the site, together with the project and other improvements constructed thereon, would revert to the Board free and clear. He urged that all action taken in this matter be ratified.

Mr. Barrett thereupon moved that said resolution be finally passed and adopted as introduced and read. Mrs. Plumb seconded the motion. The question being put upon the final passage and adoption of said resolution, the roll was called with the following result:

Ayes: Mr. Barr, Mr. Barrett, Mrs. Freeman, Mr. Karraker, Mr. Mayer, Mrs. Plumb, Mr. Pogue, Mr. Wieland, Mr. Williams;

Nays: None;

Absent and not voting: Mr. Horner, Dr. Meyer.

The President thereupon declared said motion carried and the resolution finally passed and adopted. The President thereupon signed the said resolution in approval thereof and the Secretary affixed and attached the corporate seal of the Board thereto.

H. E. CUNNINGHAM

Secretary

CERTIFICATE OF SECRETARY

I, H. E. CUNNINGHAM, the duly elected, qualified, and acting Secretary of The Board of Trustees of the University of Illinois, do hereby certify that the attached copy of the extracts of a regular meeting of The Board of Trustees of the University of Illinois held on the eighteenth day of April, 1936, is a true,

correct, and compared copy of the original minutes of said meeting on file and of record, and I do further certify that the copy of the Resolution appearing in such minutes, entitled "A RESOLUTION PROVIDING FOR THE RATIFICATION OF ALL ACTION TAKEN ON BEHALF OF THE BOARD IN CONNECTION WITH THE CREATION OF THE MEDICAL AND DENTAL COLLEGE BUILDING TRUST, THE CONVEYANCE OF CERTAIN PROPERTY IN TRUST, THE EXECUTION OF A TRUST AGREEMENT AND A CONSTRUCTION FUND AGREEMENT AND OTHER ACTION TAKEN TO CONSUMMATE THE PLAN FOR FINANCING THE CONSTRUCTION OF THE MEDICAL AND DENTAL COLLEGE BUILDING IN CHICAGO, ILLINOIS, AND FOR OTHER PURPOSES," is a true, correct, and compared copy of the original Resolution adopted at said meeting, which Resolution is on file and of record.

WITNESS my hand and the seal of The Board of Trustees of the University of Illinois this 27th day of April, 1936.

H. E. CUNNINGHAM

[SEAL]

Secretary

APPROPRIATION FOR NATIONAL YOUTH ADMINISTRATION EXPOSITION

(17) The National Youth Administration of Illinois will present an "Exposition of Youth" at the International Amphitheatre in Chicago May 5 to 10, 1936, and the University has been asked to prepare an exhibit for this Exposition.

It is impossible to estimate accurately the expenses of this exhibit at the present time. The indications are that it will cost not less than \$300 and possibly more. If the Board of Trustees wishes to authorize an exhibit by the University at this Exposition, I recommend that an appropriation of \$500, or so much thereof as may be necessary, be made from the General Reserve Fund for this purpose.

On motion of Mr. Barr, this appropriation was made, by the following vote: Aye, Mr. Barr, Mr. Barrett, Mrs. Freeman, Mr. Kar-raker, Mr. Mayer, Mrs. Plumb, Mr. Pogue, Mr. Wieland, Mr. Williams; no, none; absent, Mr. Horner, Dr. Meyer.

RECOMMENDATIONS FROM FACULTY COMMITTEE ON PATENTS

Mr. Barrett presented, for the Committee on Patents, a recommendation from the Faculty Committee on Patents that:

1. The University secure British patents on the American patent of the Johnstone process covering the removal of sulphur dioxide from waste gases (Cases 6 and 7); and

2. The Board release to Dr. C. S. Marvel, of the Department of Chemistry, the right to apply for patents on organic phosphorus compounds which he has recently developed. There appears no immediate likelihood of practical applications of this discovery on account of the cost of the products.

On motion of Mr. Barrett, these recommendations were adopted.

REPORT OF TREASURER

Mr. Mayer, for the Finance Committee, presented the following report from the Treasurer of the University of receipts and disbursements from July 1, 1935, to March 9, 1936, submitted by him in accordance with the by-laws of the Board of Trustees and transmitted to the Finance Committee for examination and report.

STATEMENT OF RECEIPTS AND DISBURSEMENTS
FRANK M. GORDON, TREASURER
UNIVERSITY OF ILLINOIS
JULY 1, 1935, TO MARCH 9, 1936

Balance July 1, 1935.....	\$306 925 97
Receipts:	
July.....	\$147 920 17
August.....	285 722 78
September.....	209 959 73
October.....	265 248 23
November.....	146 183 40
December.....	130 486 92
January.....	109 431 94
February.....	308 249 03
March 1 to March 9.....	<u>40 127 27</u>
<i>Total, Receipts</i>	<u>1 643 329 47</u>
	\$1 950 255 44

Disbursements (as per canceled
checks returned to Comptroller):

July.....	\$164 684 53
August.....	133 986 52
September.....	133 861 47
October.....	182 088 49
November.....	189 348 29
December.....	214 948 48
January.....	110 714 63
February.....	211 714 23
March 1 to March 9.....	<u>77 014 47</u>
<i>Total, Disbursements</i>	<u>1 418 361 11</u>

Balance on hand March 9, 1936 (on deposit at First
National Bank of Chicago).....\$ 531 894 33

Note: U. S. securities having a market value of \$618,406.25 have been deposited by the First National Bank as collateral to secure this account.

FRANK M. GORDON, *Treasurer*
Correct: LLOYD MOREY, *Comptroller*

STATEMENT OF RECEIPTS AND DISBURSEMENTS
FRANK M. GORDON, TREASURER
F. E. R. A. ACCOUNT
(AS PER BOOKS OF THE COMPTROLLER)
JULY 1, 1935, TO SEPTEMBER 30, 1935

Balance July 1, 1935.....	\$2 818 84
Receipts:	
August.....	\$0 95
September.....	<u>6 00</u>
<i>Total, Receipts</i>	<u>6 95</u>
	\$2 825 79

Disbursements:
September..... \$2 825 79
Total, Disbursements..... 2 825 79

Balance on hand September 30, 1935 (as per books of the Comptroller)..... none
Canceled checks on this account are returned to the Federal F.E.R.A. Office in
accordance with the rules of that office.

LLOYD MOREY, *Comptroller*
Balance in University F.E.R.A. account on March 9, 1936, \$12.83, as shown on
the books of the First National Bank of Chicago.

FRANK M. GORDON, *Treasurer*

This report was received for record.

LEASE OF NALLY PROPERTY FOR OIL STATION

Mr. Mayer presented a recommendation of the Finance Committee for the acceptance of a proposal of the Mid-Continent Petroleum Corporation to lease for five years, with option of two five-year extensions, at a minimum annual rental of \$420 and a maximum of \$840. The Company will make all improvements and pay all taxes thereon.

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

INVESTMENT OF ENDOWMENT FUNDS

Mr. Mayer presented a further recommendation of the Finance Committee that \$6,000 of uninvested endowment funds be invested in the following:

\$3,000 Kansas Power and Light Company, 4½ per cent bonds of 1965, at approximately 108.

\$3,000 Central Illinois Light Company, 3½ per cent bonds of 1966, at approximately 105½.

On motion of Mr. Mayer, these investments were authorized.

MEMBERSHIP IN UTILITY INVESTORS ASSOCIATION

Mr. Mayer presented also a recommendation of the Finance Committee that the University continue its membership in the Utility Investors Association for one year beginning September 1, 1936 at a cost of \$25.

On motion of Mr. Mayer, this membership was authorized.

INTEREST RATES ON STUDENT LOANS

Mr. Mayer, for the Finance Committee, presented also a recommendation that the rates of interest on student loan funds be reduced as follows:

During the period of attendance at the University, and for one year thereafter, 4 per cent.

One year after graduation or withdrawal, and to maturity of the notes, 5 per cent.

After maturity (except in meritorious cases) 7 per cent.

On motion of Mr. Mayer, these rates were authorized.

BIDS ON ADDITION TO MINING AND METALLURGICAL LABORATORY

Mr. Barrett for the Committee on Buildings and Grounds, presented a schedule of the bids received on April 13 for the construction of the addition to the Mining and Metallurgical Laboratory.

GENERAL WORK

<i>Bidders</i>	<i>Base Bid</i>	<i>Alternate #1 (Deduct)</i>	<i>Alternate #2 (Deduct)</i>	<i>Bond</i>	<i>Check</i>
George Bennett.....	\$27 387 00	\$ 700 00	\$500 00	\$414 00	\$900 00
T. J. Corkery.....	28 900 00	{ A 700 00 B 800 00 }	725 00	435 00	890 00
E. N. DeAtley.....	31 458 00	{ A 900 00 B 1 000 00 }	850 00	465 00	1 000 00
English Bros.....	31 000 00	1 000 00	850 00	465 00	1 000 00
John Felmley Co.....	30 800 00	1 000 00	1 100 00	350 00	1 100 00

Alternate #1.—If Haydite concrete blocks are substituted for glazed tile, etc.

Alternate #2.—If changes are made in construction of second-story ceiling and roof.

LABORATORY EQUIPMENT

<i>Bidders</i>	<i>Base Bid</i>	<i>Bond</i>	<i>Check</i>
Kewaunee Mfg. Co.....	\$8 747 83	.....	\$265 00
W. W. Kimball Co.....	9 950 00	\$50 00	300 00
Walrus Mfg. Co.....	.....	.....	.....
Hamilton-Invincible Co.....	8 962 31	27 50	270 00
W. M. Welch Mfg. Co.....	.....	.....	.....

ELECTRICAL WORK

<i>Bidders</i>	<i>Base Bid</i>	<i>Alternate #1 (Add or deduct)</i>	<i>Alternate #2 (Add or deduct)</i>	<i>Bond</i>	<i>Check</i>
Marrs-Tanner Electric Co.....	\$4 680 00	+ \$150 00	.....	\$70 00	\$150 00

Alternate #1.—If alternate roof construction is installed.

Alternate #2.—If Haydite blocks are substituted for interior partitions and interior facing of exterior walls.

HEATING AND VENTILATING

<i>Bidders</i>	<i>Base Bid</i>	<i>Alternate #1 (Add or deduct)</i>	<i>Alternate #2 (Add or deduct)</i>	<i>Alternate #3 (Add or deduct)</i>	<i>Bond</i>	<i>Check</i>
Carson-Payson Co.....	.....	.....	.....	.....	.....	.....
A. W. Murray Co.....	\$5 950 00	.....	.....	.....	\$90 00	\$200 00
Northwestern Plumbing and Heating Co.....	5 289 00	.....	.....	.....	52 00	175 00
Reliable Plumbing and Heating Co....	5 731 10	.....	.....	.....	82 88	168 00
John P. Shields.....	.....	.....	.....	.....	.....	.....
Geo. A. Zirhut.....	.....	.....	.....	.....	.....	.....

Alternate #1.—If Herman Nelson "Her-Nel-Co" unit ventilators are used in place of those specified.

Alternate #2.—If alternate roof construction is installed.

Alternate #3.—If Haydite blocks are substituted for interior partitions and interior facing of exterior walls.

PLUMBING

<i>Bidders</i>	<i>Base Bid</i>	<i>Alternate #1 (Add or deduct)</i>	<i>Alternate #2 (Add or deduct)</i>	<i>Alternate #3 (Add or deduct)</i>	<i>Bond</i>	<i>Check</i>
Carson-Payson Co.....	.....	.....	.....	.....	.....	.....
A. W. Murray Co.....	\$4 500 00	.....	.....	.....	\$67 50	\$100 00
Northwestern Plumbing and Heating Co.....	.....	.....	.....	.....	.....	.....
Reliable Plumbing and Heating Co....	3 946 90	— \$38 15	.....	.....	57 56	117 00
John P. Shields.....	4 337 00	.....	.....	.....	46 00	150 00
Geo. A. Zirhut.....	.....	.....	.....	.....	.....	.....

Alternate #1.—If Kohler or Crane fixtures are used in place of those specified.

Alternate #2.—If alternate roof construction is installed.

Alternate #3.—If Haydite blocks are substituted for interior partitions and interior facing of exterior walls.

These bids total \$47,010.52 for building construction only. It is estimated that laboratory equipment and apparatus, furnishings, and other incidental expenses will total \$22,550.00, making the total cost of the building completely furnished and equipped \$69,560.52. There is available in the State appropriation of \$50,000 for this building a balance of \$47,861.57 (after deducting for the cost of architectural services and other preliminary expenses), so that an additional \$22,000 will have to be provided if the building is constructed and equipped as originally planned.

A revised budget for the construction of this building has been prepared on the basis of an available balance of \$47,861.57. This plan would provide the building plus a small portion of the equipment originally contemplated, the balance of which can be added later as funds become available at comparatively little additional cost.

The Director of the Physical Plant Department, the Dean of the College of Engineering, and the Head of the Department of Mining and Metallurgical Engineering recommend:

1. That the award of the contracts on the base bids, with the exception of those for wiring and laboratory equipment, be made to the low bidders as follows and for the amounts indicated in each case:

<i>Contract</i>	<i>Low Bidder</i>	<i>Base Bid</i>
General Work.....	George Bennett.....	\$27 387 00
Plumbing.....	Reliable Plumbing and Heating Company.....	3 946 90
Heating and Ventilating.....	Northwestern Plumbing and Heating Company.....	5 289 00
<i>Total Contract Bids.....</i>		<i>\$36 622 90</i>

2. That the award of the wiring contract be withheld for the following reasons: (a) because of the fact that only one bid was submitted on this work;

(b) to permit sufficient time for the University to recheck and estimate in detail the work contemplated under this contract; and (c) to eliminate, if possible, portions of the work in view of the reduction necessary in equipment installations.

3. That the laboratory equipment contract be withheld until further studies can be made concerning possible reduction in the wiring contract and the extension of power plant service to the site. This is also necessary because funds are not available for the acceptance of the bid, and it cannot be assumed that a portion of the bid may be accepted on the basis of the detailed costs submitted.

4. That the service facilities to be extended from the power plant be reduced in so far as possible proportionately with the equipment to be installed at this time, with the definite understanding that if and when the equipment is added later, funds will be provided for increased service facilities.

This will leave funds available for the following purposes:

Equipment and Furnishings:			
Classroom Furniture.....	\$ 50 00		
Window Shades.....	100 00	\$150 00	
Remainder of Architectural, Engineering, and Supervision.....		400 00	
Lighting Fixtures.....		400 00	
Builders Risk Insurance.....		50 00	
Electrical Work, Extension of Service Facilities, Laboratory and Departmental Equipment, and Contingencies.....		10 238 67	\$11 238 67
(Total Contract Bids.....)			<u>36 622 90</u>
			\$47 861 57

On motion of Mr. Barrett, the general contract was awarded to George Bennett, the lowest bidder, on his bid of \$27,387.00.

On motion of Mr. Barrett, the contract for heating and ventilating was awarded to the Northwestern Plumbing and Heating Company, the lowest bidder, on their bid of \$5,289.00.

On motion of Mr. Barrett, the contract for plumbing was awarded to the Reliable Plumbing and Heating Company, the lowest bidder, on their bid of \$3,946.90.

On motion of Mr. Barrett, the bid for electrical work was rejected; and action was deferred on the bids for laboratory equipment.

MATTERS PRESENTED BY PRESIDENT WILLARD

The Board resumed its consideration of matters presented by the President of the University.

DEMOLITION OF BUILDINGS ON POLK STREET AS A WORKS PROGRESS ADMINISTRATION PROJECT

(18) A report that the Director of the Physical Plant Department has been authorized to make an application to the Works Progress Administration for the removal of the buildings recently purchased by the University in the 1700 block on West Polk Street as a project of the Works Progress Administration. Due to leases now in effect on certain property, the demolition of the buildings at 1750 and 1752 cannot be started until May and the one at 1758 West Polk Street not until July. It is not possible to secure a grant for the installation of tennis courts.

This report was received for record.

FEE FOR TRANSCRIPTS OF EXAMINATION RECORDS

(19) By authority of the Board of Trustees the Registrar offers examinations in high school and college subjects to persons who wish to qualify for admis-

sion to the C.P.A. and State Bar examinations. A fee of \$1.00 per unit for high school subjects and \$1.00 per college subject is charged. The examinations are self-supporting, but recently there has been a decrease in the number of candidates taking these examinations, so that the expense of them runs close to the total income. In the past the Registrar has offered transcripts of examination records without charge. In view of the close margin on which the examinations are being operated, he recommends that a charge of twenty-five cents for each transcript of examination record issued be established.

On motion of Mr. Barr, this fee was authorized.

FEES IN COLLEGE OF MEDICINE

(20) A recommendation from the Committee on Fees and Scholarships that the tuition fees for students in the College of Medicine be established at \$150 a year (payable in installments of \$75 each semester) for residents of Illinois, and \$225 a year (payable in installments of \$112.50 each semester) for non-residents; and that the laboratory fees applicable to each year be added to the tuition fee. The Committee recommends that this revised scale become effective with the class entering in 1936 and that the present scale of fees be continued for all students now registered in the College of Medicine until their graduation.

This recommendation is based upon a proposal from the Dean of the College of Medicine that the tuition fee be increased \$50 a year. The present arrangement of fees provides for a fixed annual total of \$200 a year for residents of Illinois and \$300 for non-residents. Within these totals, the amount of laboratory fees is first determined and the difference is then considered tuition fee. This results in tuition fees of varying amounts, ranging from \$119 in the first year to \$70 in the fourth year. After giving the proposal careful consideration the Committee came to the conclusion that a fixed tuition fee is more desirable than one varying in amount from year to year, and the Dean of the College concurs in this view.

I recommend that the revised fees be authorized to become effective with the class entering in 1936 and subsequent classes and to apply to all new students transferring to the College of Medicine in the academic year 1936-1937 and subsequent years, with the further provision that the present scale of fees apply to all students now registered in the College of Medicine until their graduation.

This matter was referred to the Committee on General Policy for consideration and report at an early meeting.

At this point, Mr. Wieland withdrew.

GENERAL STUDENT DEPOSIT AND IDENTIFICATION CARD SYSTEM

(21) The Faculty Committee on Fees and Scholarships has been giving careful consideration to two proposals looking toward the protection of the University from losses, viz.:

1. A general deposit to be required of all students to guard against losses of library books, laboratory equipment, and other materials issued to students; and to insure the collection of library fines and other charges against students. This deposit, less any outstanding charges against the individual concerned, would be refunded when he graduates or leaves the University.

2. An identification card to be issued to each student registered in the University to furnish a means of identifying students, establishing responsibility for losses by students, and preventing losses growing out of the use of University facilities by unauthorized persons.

The complete report of the Committee is presented herewith, and a copy is hereby given to the Secretary of the Board for record.

The Committee's specific recommendations are:

General Deposit Requirement

1. That the following special deposits now required be abandoned: towel and lock deposit (\$1.50); military deposit (\$15.00).

2. That there be established:

(a) A general non-transferable deposit of \$5.00 to be required of each student in the Urbana departments upon first registration at the beginning of each regular academic year, except persons on University appointment or on appointment in allied surveys or laboratories. Any balance in a deposit shall be returned to the student in case he officially withdraws from the University, within thirty days after his withdrawal provided he returns his identification card. By the term academic year is meant the twelve-months period beginning September 1 and ending on the following August 31. If at any time during the residence of the student at the University the amount of the general \$5.00 deposit falls below \$2.50, he shall be required immediately by additional deposit to bring the total up to \$5.00. This deposit will not be required of students registered in the Summer Session only.

(b) An additional deposit of \$10.00 (\$15.00 in all) to be required of each student withdrawing military equipment. Any balance of this additional deposit of \$10.00 shall, upon application by the student and with the approval of the Military Department, be refunded after Military Day. The student who has withdrawn military equipment and who has paid the \$10.00 deposit for that purpose and the \$5.00 general deposit (\$15.00 in all) must replenish his deposit when it falls below \$12.50.

There shall be chargeable against these deposits the cost of such items as unreturned towels and locks, lost library books, shortages in laboratory, military, and other equipment, laboratory or other supplies and materials used in excess of the normal amount covered by the regular laboratory fees, other lost or unreturned University property; also library fines and any delinquent indebtedness to the University.

Identification Card

That each student in the Urbana departments upon first registration in each academic year be furnished an identification card, upon which he shall be required to write in his own handwriting his full name, home address, local address, and telephone number. The card shall be issued upon payment of the deposit and fees or approved deferment of fees. The identification card shall be valid until the following August 31, subject to certification thereon of each re-registration during the period. By the term academic year is meant the twelve-months period beginning September 1 and ending on the following August 31.

The Business Office estimates that the annual cost of the new system, including the necessary printing and distribution of identification cards, the accounting involved in the deposit arrangement, the issuing of rebate checks, and a provision for depreciation on a posting machine which would be necessary, would be about \$500 more than the cost of the present arrangement. There would be an initial outlay necessary for equipment approximating \$900 (filing cabinet, \$100; posting machine, \$800).

As an offset against these costs there are possible savings in the following places: (a) the certain collection of approximately \$1,000 a year which as shown in the discussion of the general deposit above now remains on the books; and (b) the saving of a substantial portion of \$750 now chargeable against lost books; and (c) losses which it is impossible to estimate occasioned by the use of other University property by unidentified persons.

I recommend that these provisions be authorized effective at the beginning of the next academic year, September 1, 1936, and that an appropriation of \$1,500 be made from the General Reserve Fund for the purchase of the necessary equipment, and other expenses in putting this requirement into operation.

On motion of Mr. Barr, these recommendations were adopted and the appropriation was made, by the following vote: Aye, Mr. Barr, Mr. Barrett, Mrs. Freeman, Mr. Karraker, Mr. Mayer, Mrs. Plumb, Mr. Pogue, Mr. Williams; no, none; absent, Mr. Horner, Dr. Meyer, Mr. Wieland.

RESIGNATION OF PROFESSOR H. M. WESTERGAARD

(22) A report of the resignation of Professor H. M. Westergaard, of the Department of Theoretical and Applied Mechanics, effective September 1, 1936. Professor Westergaard has accepted an appointment in the Graduate School of Engineering at Harvard University.

This report was received for record.

RESIGNATION OF J. CRAIG RUBY

(23) A report of the resignation of J. Craig Ruby, Associate in Physical Education for Men and Basketball Coach, effective at the end of the present academic year. The Director of the School of Physical Education recommends that he be given leave of absence with full pay from April 1 to August 31. He receives a part of his salary from the Athletic Association as Coach, and the remainder is paid him by the University for his services as Associate in Physical Education for Men. He has completed his work for the year, with the exception of one class, for which provision will be made without any expense to the University.

I concur in this recommendation.

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

LEAVES OF ABSENCE

(24) A report that the following members of the staff have been given leave of absence for the purpose and period indicated in each case:

Edith Muriel Poggi, Associate in Geography, with full pay from April 6 and continuing until the end of the semester, or until such prior time as she is able to return to her duties. This leave has been approved with the understanding that Miss Poggi and the Department will make arrangements to provide for her work during her absence.

Marie Sorensen, University Registered Nurse in the Dispensary, four months' leave beginning May 15, 1936, without pay, to give her the rest she needs on account of the condition of her health.

Hugh A. Brown, Assistant Professor of Electrical Engineering, additional sick leave from March 1 to 7 with pay.

Mrs. Irene J. Twomey, Assistant in Nutrition, sick leave from March 5 to 21, 1936, with pay.

Harriet T. Barto, Assistant Professor of Dietetics, sick leave from March 2 to 24, with pay.

Professor Ruth A. Wardall, Head of the Department of Home Economics, an extension of sick leave with pay previously granted, from May 1 to June 1, 1936.

Marie Cavanaugh, University Graduate Stenographer in the Dean's Office of the College of Commerce and Business Administration, November 11, 1935, to February 3, 1936, with pay, on account of illness.

On motion of Mr. Barrett, the action of the President of the University in granting these leaves of absence was confirmed.

STATUS OF MRS. IDA M. STAEHLE

(25) A recommendation from the Committee on Operation of the Residence Halls that Mrs. Ida M. Staehle, Director of Social Activities in Davenport House, be reappointed for the year beginning September 1, 1936, and that she be retired effective September 1, 1937, with an annual retiring allowance of \$338.

On motion of Mrs. Plumb, this recommendation was approved.

APPOINTMENT OF ANDREW JAMES CASNER AS ASSOCIATE PROFESSOR OF LAW

(26) A recommendation from the Dean of the College of Law that Professor Andrew James Casner, of the University of Maryland, be appointed Associate Professor of Law for one year at a salary of \$5,000 beginning September 1,

1936, vice Professor Frederick Green who will retire at the end of the present academic year.

I recommend approval.

On motion of Mrs. Freeman, this appointment was made.

GRADUATION WITH HONORS

(27) The following recommendation with reference to graduation with honors from the University Senate:

With the approval of the University Senate and the Board of Trustees, any college or school may prescribe the conditions under which candidates for degrees may be recommended for graduation with honors. The honors to be conferred shall be noted on the diploma and on the commencement program. When a proposal by a college or school has been approved, the rules under the head of "Graduation with Honors," appearing on pages 75-76 of the Annual Register for 1935-36, shall cease to apply to that division of the University.

For the guidance of the various colleges and schools, it is suggested:

1. That provisions be made for three degrees of honor—honors, high honors, highest honors;

2. That the determination of students to be recommended for graduation with high honors or highest honors be not based merely upon general grade averages. For example, the determination might be based, partially or even entirely, upon such evidence of distinctive scholarship as record in honors courses, or grade on a comprehensive examination, or upon recommendation of a departmental faculty or of a special committee.

This is a proposal to substitute for the present uniform plan of graduation with honors, a plan which may vary with the individual college or school subject, however, to the approval of the University Senate and the Board of Trustees in every case.

On motion of Mr. Barr, the recommendations of the University Senate were approved.

LEASE OF OLD MEDICAL BUILDING TO GOODWILL INDUSTRIES

(28) On November 27, 1935 (Minutes, page 481), the Board authorized the termination of the lease given the Goodwill Industries for the use of the old medical building, with the expectation that it would be razed. The Director of the Physical Plant Department reports that this cannot be done, at least not completely, until the University is ready to vacate the dental building because the stack of the boiler room is an integral part of the masonry wall of the old medical building. It is also clear that the block in which these buildings are located cannot be cleared for, perhaps, a year or more. Under the circumstances it is of no advantage to have the old medical building vacated by the Goodwill Industries, and I recommend that the action of the Board of November 27, 1935, be rescinded and that the Physical Plant Department be authorized to extend the lease of the Goodwill Industries until the old dental building is vacated and can be razed along with the old medical building.

On motion of Mr. Williams, the action of November 27, 1935, authorizing the termination of this lease, was reconsidered.

On motion of Mr. Mayer, the action of November 27, 1935, was rescinded and the Physical Plant Department was authorized to extend the lease as recommended.

REGIONAL SOYBEAN RESEARCH LABORATORY

(29) A report that the United States Department of Agriculture has decided to establish one of the regional soybean research laboratories at the University of Illinois. At its meeting on February 22, 1936 (Minutes, page 532), the Board authorized the President of the University and the Director of the Agricultural Experiment Station to execute whatever agreement might be

necessary and to which in their judgment the University should agree in the establishment of such a laboratory. Accordingly an agreement has been entered into with the Bureau of Chemistry and Soils and the Bureau of Plant Industry of the United States Department of Agriculture for the establishment of this laboratory.

This report was received for record.

AGREEMENTS FOR COOPERATIVE INVESTIGATIONS

(30) A report that the following agreements have been authorized by the President:

With the Vaughan's Seed Store, Incorporated, Chicago, and the Sioux City Seed Company, Sioux City, Iowa, for the purpose of further propagation and distribution of the Illinois Baltimore tomato, and with the Associated Seed Growers, Incorporated, New Haven, Connecticut, for further propagation and distribution of the baby potato lima bean. These agreements are drawn for the period from April 1, 1936, to January 1, 1938, and are in the same form as those executed with the same companies last year and approved by the Board of Trustees on May 6, 1935 (Minutes, page 184). The investigations will be carried on in the Department of Horticulture of the Agricultural Experiment Station.

On motion of Mr. Barrett, the action of the President was confirmed.

AGREEMENT WITH TOBACCO BY-PRODUCTS AND CHEMICAL CORPORATION FOR COOPERATIVE INVESTIGATION OF INSECTICIDES

(31) A recommendation from the Dean of the College of Agriculture for the approval of an agreement with the Tobacco By-Products and Chemical Corporation for a cooperative investigation of certain nicotine combinations as insecticides, the investigation to be carried out by the University through its Agricultural Experiment Station and the State Natural History Survey Division.

The agreement is drawn for a period of one year beginning April 1, 1936, with provisions for its extension, and the corporation agrees to pay the sum of \$1,000 (\$500 on the execution of the agreement and \$500 on August 1, 1936) to cover the expense of the investigation.

The agreement conforms in all respects to the regulations and requirements of the Board relating to such cooperative investigations.

On motion of Mr. Barrett, the execution of this agreement was authorized.

AGREEMENT WITH ALUMINUM RESEARCH LABORATORIES, ALUMINUM COMPANY OF AMERICA, FOR INVESTIGATION OF ONE OF ITS COMMERCIAL INSECTICIDES

(32) A recommendation from the Dean of the College of Agriculture for the approval of an agreement with the Aluminum Research Laboratories, Aluminum Company of America, for a special industrial investigation of the effects of one of its commercial insecticides ("Alorco" synthetic cryolite) on various insect pests of fruit trees, specifically the codling moth and the curculio, to be conducted by the Agricultural Experiment Station and the State Natural History Survey Division.

The agreement is not drawn for any definite period but becomes effective upon its execution. The Company agrees to pay the sum of \$400 and to provide without cost the necessary special materials for this investigation. The agreement conforms in all essential respects to the conditions and regulations of the Board governing such investigations.

On motion of Mrs. Freeman, the execution of this agreement was authorized.

At this point, Mr. Williams withdrew.

**AGREEMENT WITH NIAGARA SPRAYER AND CHEMICAL COMPANY
FOR INVESTIGATION OF AGRICULTURAL FUNGI-
CIDES AND INSECTICIDES**

(33) A recommendation from the Dean of the College of Agriculture for the approval of an agreement with the Niagara Sprayer and Chemical Company, Incorporated, for a special industrial investigation of the effects of certain agricultural fungicides and insecticides on various insect pests of fruit trees, specifically the scab and codling moth, to be conducted by the Agricultural Experiment Station and the State Natural History Survey Division.

The agreement is not drawn for any definite period but becomes effective upon its execution. The Company agrees to pay the sum of \$1,000 and to provide without cost the necessary special materials for this investigation. The agreement conforms in all essential respects to the conditions and regulations of the Board governing such investigations.

On motion of Mrs. Plumb, the execution of this agreement was authorized.

PURCHASE AND SALE OF SECURITIES

(34) The Comptroller reports that in accordance with the authorization of the Board at its meeting on March 10 the following securities, representing investments of the University endowment funds, have been sold:

\$5,000 State of Illinois Highway Bonds 4% due March 1, 1943 at 111½ (a profit of \$48.61 over book value)

\$5,000 State of Illinois Highway Bonds 4% due May 1, 1947 at 114½ (a profit of \$113.01 over book value)

and that by direction of the Finance Committee the following security has been purchased as replacement:

\$10,000 Sanitary District of Chicago, 4% Series B Refunding Bond 1935, maturing January 1, 1955; optional January 1, 1947, at 103.

This report was received for record.

PURCHASES RECOMMENDED

(35) A recommendation that the following purchases be authorized:

1. Three hundred and sixty 4-inch No. 9 gauge 18-foot seamless steel boiler tubes from the A. M. Castle & Company, Chicago, at a price of \$2,303.08, f.o.b. Urbana.

2. Equipment for batching concrete from C. S. Johnson Company, Champaign, at a total cost of \$1,940.00 net, f.o.b. Urbana, as follows: (a) one 70-cubic yard, three-compartment, portable sectional batching bin, 105-ton capacity; (b) one 1-cubic yard road builders batcher. This equipment is to be used for accurately batching dry aggregates for concrete and for weighing out rock and sand from the Physical Plant Department's stores supply of building materials.

3. Venetian blinds for the New Agriculture Building, Mathematics Building, and the offices of the College of Liberal Arts and Sciences in Lincoln Hall, from the Mackin Venetian Blind Co., Kankakee, at a price of \$3,270.52, including installation charges. Competitive quotations were secured from eight manufacturers and dealers. Although there were two lower bidders, it is the opinion of the Physical Plant Department and the Purchasing Agent that the Mackin blind is of superior construction and will prove more satisfactory and economical than those of the lower bidders.

4. One car mixed lumber (15,500 board feet of various sizes of Red Oak, White Oak, Birch, White Pine, Redwood, and Cypress) from T. A. Foley Lumber Company, Paris, Illinois, the low bidder, at a price of \$1,608.75.

5. Two cars (31,000 board feet) Douglas Fir Lumber from Edward Hines Lumber Company, Chicago, the low bidder, at a price of \$1,324.50.

6. Five hundred barrels Portland cement in paper sacks for the Physical Plant Department from M. L. Hecker, of Champaign, the low bidder, at a price of \$2.30 per barrel, or a total of \$1,150.00.

7. Air conditioning equipment for experimental and instructional purposes in the College of Engineering (a plant with an air capacity of 3,000 cubic feet

per minute, a refrigerating capacity of 14 tons, and a heating capacity of approximately 300,000 B.t.u. per hour) from the Midwest Engineering and Equipment Company, the low bidder, at a price of \$5,520. Funds are available in the budget of the College of Engineering for this purpose.

By separate motions for the several items, these purchases were authorized as recommended.

PURCHASES AUTHORIZED

(36) A report of the following purchases authorized by the President (under the authorization of the Board, July 26, 1935, Minutes, page 367):

1. Steel shelving for Physical Plant Storeroom from the Lyon Metal Products, Incorporated, Aurora, Illinois, at a total price of \$2,877.44 on the basis of competitive quotations, quality and workmanship of the equipment, as well as price, being considered.

2. Two sets of foreign journals for the University Library from N. V. Martinus Nijhoff, The Hague, at a total cost of \$1,132.00.

3. Telephone cable for new telephone system from the General Cable Company at a price of \$1,336.91, f.o.b. Urbana.

On motion of Mrs. Freeman, the action of the President in authorizing these purchases was confirmed.

COMPTROLLER'S REPORT OF CONTRACTS

(37) The following report from the Comptroller of contracts executed since the last report:

CONTRACTS EXECUTED BY THE COMPTROLLER

MARCH 7, 1936, TO APRIL 13, 1936

Contract for the purchase of coal, as awarded by Board of Trustees in meeting of December 18, 1935 (Minutes, page 493).

<i>With Whom</i>	<i>For</i>	<i>Date</i>
Crerar-Clinch Coal Company	400 tons of coal at \$4.89 per ton for College of Pharmacy and 500 tons at \$5.04 per ton for College of Dentistry.	December 27, 1935

Renewal of lease originally authorized by Board of Trustees in meeting of June 6, 1933 (Minutes, page 229), and reconfirmed in meeting of February 9, 1935 (Minutes, page 113).

<i>With Whom</i>	<i>For</i>	<i>Amount to be paid by the University</i>	<i>Date</i>
Etta L. Percival	Lease to 40 acres of land adjoining the University farm.	$\frac{3}{5}$ of all crops produced.	February 20, 1936

This report was received for record.

SECRETARY'S REPORT OF CONTRACTS

(38) The Secretary presents the following report of contracts executed by the President and the Secretary of the Board and deposited with the Secretary, since the last report.

<i>Name</i>	<i>Date</i>	<i>Amount</i>	<i>Purpose</i>
American Automatic Electric Sales Company of Chicago	February 28, 1936	\$34 200	Installation of telephone exchange equipment.
Haughton Elevator & Machine Company	January 23, 1936	\$53 700	Elevator Equipment Work, Medical and Dental College Building, to be erected at the southwest corner of Polk and Wood Streets, Chicago, Illinois.
Divane Bros.	January 9, 1936	\$69 975	Electric Wiring Work, Medical and Dental College Building, to be erected at the southwest corner of Polk and Wood Streets, Chicago, Illinois.

This report was received for record.

QUARTERLY REPORT OF THE COMPTROLLER

(39) The quarterly report of the Comptroller to the Board of Trustees as at March 31, 1936.

This report was received for record.

BEQUEST OF NELLIE M. CULVER

(40) A report that the will of Mrs. Nellie M. Culver, of Canton, Illinois, who died on February 24, 1936, includes the University of Illinois as a residuary legatee under the following provision:

"ITEM TWO (D) If at the time of my decease both my husband, Claude H. Culver and my daughter, Jean Culver, are deceased, and if my daughter, Jean Culver, left her surviving neither heirs of her body or a husband then I direct that my Trustee hereinafter named turn over to the said Trustees of the Student Loan Fund of the University of Illinois all of my said personal estate within one year after he receives the same as Trustee."

and the following provision in ITEM THREE of the will:

"If at the time of the death of my husband, Claude H. Culver, my daughter, Jean Culver, be not living and left her surviving no heirs of her body or a husband then I give, devise and bequeath all of my real estate of which I may die seized, after the life interest of my said husband be extinguished, to the Trustees of the Student Loan Fund of the University of Illinois."

A copy of the will and of the notice of probate are hereby handed to the Secretary of the Board for record.

I recommend that the University Counsel be authorized to perform, for the University, whatever services may be necessary in this matter.

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

GIFTS TO THE UNIVERSITY

(41) The following report of gifts:

1. The Rockefeller Foundation, a grant not to exceed \$5,000 annually for two years beginning September 1, 1936, for researches on the biochemistry of the amino acids under the direction of Professor W. C. Rose, of the Department of Chemistry.

2. Mr. Robert Allerton, of Monticello, Illinois, \$800 for the two 1936 Allerton American Traveling Scholarships to be awarded to the two architectural students ranking highest in the junior course in the history of architecture.

3. The E. I. du Pont de Nemours & Company, \$750 for the establishment of a fellowship in chemistry during the year 1936-37 under stipulated conditions agreeable to the University.

4. The Electrical Engineering Student Society, \$38.83 to be added to the student loan fund established by this group. (Previous actions of the Board of Trustees: October 13, 1928, May 11, 1932, January, 1933, December, 1934, and July 26, 1935.)

5. Mr. Harry Winston, diamond broker of New York, a replica of the famous Jonker diamond—the largest in the world at present—to the Natural History Museum of the University.

6. The Frick Company, Incorporated, of Waynesboro, Pennsylvania, one 5¾" x 4" standard Freon compressor, complete with V-belts, grooved compressor wheel, and motor pulley, for experimental and instructional purposes with air conditioning equipment.

This report was received for record.

SCHOOL OF JOURNALISM

(42) At the meeting of the Board on May 6, 1935 (Minutes, page 185), a communication was presented from the Director of the School of Journalism suggesting that the name of the School of Journalism be changed to College of Journalism. This communication was received for consideration, and since no final action has been taken on it the proposal is still before the Board.

The Director has renewed his suggestion, and presented herewith is his letter of April 8th, 1936, on this subject, a copy of which is hereby handed to the Secretary of the Board for record.

On motion of Mrs. Plumb, this matter was held under advisement.

PAYMENTS BY FIRST NATIONAL BANK OF CHAMPAIGN

(43) The Comptroller reports the receipt of the following sums representing additional payments by the Trustees of the First National Bank of Champaign on accounts of the University or of its former Treasurer, Mr. H. S. Capron:

H. S. Capron, Treasurer.....	\$3 702 85
Business Office Petty Cash Fund.....	581 80
Creamery Petty Cash Fund.....	41 09
Stadium Fund.....	5 75
Senate Committee Loan Fund.....	197 89
Military Bands Revolving Fund.....	15 88
	<hr/>
	\$4 545 26

These sums represent the fifth ten per cent dividend paid by the Trustees. The balances remaining unliquidated after crediting these dividends are as follows:

H. S. Capron, Treasurer.....	\$18 514 22
Business Office Petty Cash Fund.....	2 909 00
Creamery Petty Cash Fund.....	205 41
Stadium Fund.....	28 71
Senate Committee Loan Fund.....	989 54
U. of I. Military Bands.....	79 40
	<hr/>
	\$22 726 28

This report was received for record.

KUNZ PHOTOELECTRIC CELL LICENSE

(44) The firm of Lippincott & Metcalf, Patent Attorneys, has asked on what terms and royalty the University would license the Kunz Photoelectric Cell (U.S. Patent No. 1,381,474) to its clients, Farnsworth Television, Incorporated.

On motion of Mr. Barr, this matter was referred to the Committee on Patents for consideration and report.

ANNUAL REPORT OF THE CARTER-PENNELLS FARMS

(45) The annual report on the operation of the two Carter-Pennell farms for the farm year ending February 29, 1936. In submitting this report the Dean of the College of Agriculture calls attention to certain improvements needed on both the North and South farms. I recommend that this report be referred to the Committee on Agriculture for consideration and for recommendation as to the improvements suggested.

On motion of Mr. Barr, this report was referred to the Committee on Agriculture as recommended.

INSURANCE ON BUILDINGS IN CHICAGO

(46) On June 15, 1935, the Board of Trustees directed that insurance be carried on all non-fireproof University buildings in Chicago. The following insurance is now in force, the premiums indicated being based on five-year policies:

	<i>Amount of policy</i>	<i>Expiration date</i>	<i>Premium</i>
Dental Building.....	\$ 11 000	May 1, 1936	\$ 88 00
	13 000	May 1, 1936	104 00
	11 000	May 1, 1937	88 00
	13 000	May 1, 1937	104 00
	24 000	May 1, 1938	192 00
	24 000	May 1, 1939	192 00
	24 000	May 1, 1940	182 40
	<u>\$120 000</u>		<u>\$950 40</u>
Medical Building.....	\$ 26 600	May 1, 1936	\$210 80
	26 600	May 1, 1937	210 80
	26 600	May 1, 1938	212 80
	26 600	May 1, 1939	212 80
	26 600	May 1, 1940	202 16
	<u>\$133 000</u>		<u>\$1 049 36</u>
Pharmacy, 721-25 S. Wood St....	\$ 9 000	October 26, 1936	\$ 72 00
	8 000	November 2, 1937	64 00
	7 000	November 18, 1936	56 00
	<u>\$ 24 000</u>		<u>\$192 00</u>
Pharmacy, 701-11 S. Wood St....	\$ 45 000	December 16, 1936	\$337 50
	45 000	December 16, 1936	337 50
	10 000	June 1, 1938	75 00
	<u>\$100 000</u>		<u>\$750 00</u>

The Director of the Physical Plant Department recommends that in view of the construction of the second unit of the Medical and Dental College Laboratories Building, and the condition of the building of the College of Pharmacy known as the Bakers Building, the Board reconsider the policy established by its action of June 15, 1935. He recommends further that:

1. The policies on the Dental Building be not renewed as they expire, thus gradually reducing the valuation of this building.
2. The insurance on the old Medical Building be cancelled.
3. An appraisal of the College of Pharmacy buildings at 701-711 and 721-725 South Wood Street be secured from the insurance companies to determine what valuation they would be willing to place on them, and that the insurance coverage be revised accordingly. The condition of these buildings raises the question whether the present valuation of these buildings is too high and consequently the possibility of collecting the face value of the insurance in case of complete fire loss.

If the Board is not prepared to act on these proposals at this meeting, I recommend that they be referred to the Committee on Buildings and Grounds with power to act.

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

SALE OF ROSELAWN CEMETERY

(47) On June 10, 1930 (Minutes, page 607), the Board of Trustees authorized the purchase of all available lots in Roselawn Cemetery to prevent, so far as possible, further burials therein, and looking toward the ultimate removal of this and the adjoining Mount Hope Cemetery to make room for the expansion of the University. It appears that the possibility of removing these cemeteries is so extremely remote that they must be looked upon as more or less permanently fixed in their present location. It would seem that the only concern

of the University is that no part of the property is acquired by parties who might use it for other than cemetery purposes.

The Director of the Physical Plant Department recommends that the Board of Trustees consider liquidating its investment in Roselawn Cemetery by selling its lots therein for burial purposes and using the proceeds to acquire other property of more immediate value to the University. It would be possible to put any receipts from the sale of lots in Roselawn Cemetery into a reserve fund for the purchase of other land, but whether this would prove to be a practical method or not is uncertain since it cannot be foretold whether or not the University might find itself faced with the necessity of moving promptly in connection with the purchase of other property.

On motion of Mr. Barr, this matter was referred to the Committee on Buildings and Grounds for consideration and report.

TIME OF MAY MEETING

On motion of Mrs. Plumb, the Board voted to hold the May meeting on a day to be designated by the President when the budget is ready for consideration.

GRADUATE SCHOLARSHIPS AND FELLOWSHIPS

The Secretary presented for record the following list of graduate scholars and fellows appointed by the President of the University on March 30, 1936.

Agronomy	Leonard F. Williams	Fellowship	\$600
Bacteriology	Bernadine Hagan	Scholarship	...
Botany	Dina R. Marmer	Fellowship	500
Chemistry	Lewis R. Drake	Fellowship	600
	Charles R. Eddy	Fellowship	500
	Henry D. Foster	Fellowship	600
	David M. Hegsted	Scholarship	300
	Harold R. Hillman	Scholarship	300
	Reinhold J. Krantz	Scholarship	...
	William E. Lundquist	Fellowship	500
	Victor G. Meadors	Fellowship	500
	Edgar P. H. Meibohm	Scholarship	300
	David Turnbull, Jr.	Scholarship	300
	Enno Wolthuis	Fellowship	600
Classics	Revalo P. Oliver	Fellowship	500
Economics	Allen T. Bonnell	Fellowship	600
	Edwin I. Anderson	Scholarship	...
	Dwight P. Flanders	Scholarship	300
	Peter Masiko	Scholarship	300
	Ervin K. Zingler	Fellowship	500
Civil Engineering	Robert C. Hieronymus	Scholarship	300
	Jacob Karol	Fellowship	500
	Edgar J. Luetzelschwab	Fellowship	500
English	Janet Alsip	Scholarship	...
	Alfred C. Ames	Scholarship	300
	Paul J. Cooke	Scholarship	300
	Mary L. Dilworth	Scholarship	300
	Robert G. Hallwachs	Scholarship	300
	Donovan E. Pratt	Scholarship	300
	Mary J. Rowe	Scholarship	300
	William G. Stobie	Fellowship	500
Entomology	Marion E. Smith (Miss)	Fellowship	500
Geology	Wallace W. Hagan	Fellowship	500
German	Hazel E. Rice	Scholarship	300
	Marjorie E. Wackerle	Scholarship	300

History.....	Eugene M. Braderman.....	Fellowship.....	\$500
	Martin P. Claussen.....	Fellowship.....	600
	John H. Krenkel.....	Fellowship.....	600
	June E. Newkirk.....	Scholarship.....	300
Mathematics.....	Warren Ambrose.....	Fellowship.....	500
	Raymond R. Crum.....	Scholarship.....	300
	Franz E. Hohn.....	Scholarship.....	300
	Herbert G. Ludlow.....	Scholarship.....	300
	Robert M. Thrall.....	Fellowship.....	600
	Felix P. Welch.....	Fellowship.....	600
	Martha E. Grigsby.....	Scholarship.....	...
Philosophy.....	John M. Anderson.....	Fellowship.....	500
Physics.....	Scott Anderson.....	Fellowship.....	500
	Elbert P. Carter.....	Scholarship.....	300
	George R. Irwin.....	Fellowship.....	600
	Herbert J. Sprengel.....	Scholarship.....	300
	Frederick W. Stallman.....	Fellowship.....	500
Political Science.....	Alexander T. Edelman.....	Fellowship.....	500
	Edmond F. Ricketts.....	Fellowship.....	500
	George H. Watson.....	Scholarship.....	300
Romance Languages....	Louise B. Fenoglio.....	Scholarship.....	300
	Felix B. Giovannelli.....	Fellowship.....	500
	Ira O. Karraker, Jr.....	Scholarship.....	300
	Alma A. McLaughlin.....	Fellowship.....	500
Sociology.....	David S. Panitz.....	Scholarship.....	300
	Annabelle Scrogin.....	Scholarship.....	300
	Mildred M. Wood.....	Scholarship.....	300
Zoology.....	Clarence J. Goodnight.....	Scholarship.....	300
	Frederick F. Shelden.....	Scholarship.....	300

ORGANIC CHEMISTRY FELLOWSHIPS

Chemistry.....	Richard T. Arnold.....	Fellowship.....	600
	Darrel J. Butterbaugh.....	Fellowship.....	600
	George E. Eilerman.....	Fellowship.....	600
	William A. Fessler.....	Fellowship.....	600
	Robert M. Joyce.....	Fellowship.....	600
	Frank C. McGrew.....	Fellowship.....	600
	Glenn A. Nesty.....	Fellowship.....	600
	Paul S. Pinkney.....	Fellowship.....	600
	Harry K. Sutherland.....	Fellowship.....	600
	John H. Van Campen.....	Fellowship.....	600

SOLVAY COMPANY FELLOWSHIP

Chemistry.....	Edward C. Kirkpatrick.....	Fellowship.....	600
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CARR FELLOWSHIP

Chemistry.....	Max F. Roy.....	Fellowship.....	750
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DUPONT FELLOWSHIP

Chemistry.....	Charles W. J. Wende.....	Fellowship.....	750
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KATHARINE L. SHARP SCHOLARSHIP

Library Science.....	Mrs. Mary H. Marable.....	Scholarship.....	300
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PUBLIC UTILITIES

Economics.....	Leahmae Brown.....	Fellowship.....	600
	Robert W. Field.....	Fellowship.....	600
	Roscoe R. Giffin, Jr.....	Scholarship.....	300

Scholarships are recommended without stipends and carry exemption from incidental and laboratory fees. They would have the matriculation and graduation fees to pay.

The fellowships are to be known as "University Service Fellowships" and are awarded "on the condition that their holders shall be available for teaching, research, and other University services of such character and amount, not to exceed one-quarter time in each case, as the Dean of the Graduate School shall determine. A fellow may be assigned for service in any department by the Dean of the Graduate School."

RESIGNATIONS AND DECLINATIONS

The Secretary presented also for record the following list of resignations and declinations.

Barnes, Vera, University Senior Clerk in the Dispensary—resignation effective March 23, 1936.

Cavanaugh, Marie E., Stenographer in the Office of the Dean of the College of Commerce—resignation effective February 3, 1936.

English, William J., Junior Accountant in the Business Office—resignation effective April 21, 1936.

Grubb, Carl F., Assistant in Geology—resignation effective March 15, 1936.

Hieronymus, Robert C., University Service Scholar in Civil Engineering, for ten months beginning September 1, 1936—declination effective September 1, 1936.

Hudson, Philip G., to give instruction in Economics, in the Summer Session of 1936—declination effective June 15, 1936.

Luetzelschwab, Edgar J., University Service Fellow in Civil Engineering, for ten months beginning September 1, 1936—declination effective September 1, 1936.

Marable, Mrs. Mary H., Katharine L. Sharp Scholar in Library Science, for ten months beginning September 1, 1936—declination effective September 1, 1936.

Marmar, Dina R., University Service Fellow in Botany, for ten months beginning September 1, 1936—declination effective September 1, 1936.

Meibohm, Edgar P. H., University Service Scholar in Chemistry, for ten months beginning September 1, 1936—declination effective September 1, 1936.

Nickell, Paulena, Assistant Professor of Home Management, in the Department of Home Economics, in the College of Agriculture—resignation effective September 1, 1936.

Patterson, Katharine, Assistant State Leader in Home Economics Extension, in the Agricultural Extension Service—resignation effective March 16, 1936.

Ricketts, Edmond F., University Service Fellow in Political Science, for ten months beginning September 1, 1936—declination effective September 1, 1936.

Shelden, Frederick F., University Service Scholar in Zoology, for ten months beginning September 1, 1936—declination effective September 1, 1936.

Suter, Max, Special Research Assistant in Civil Engineering, in the Engineering Experiment Station—resignation effective April 1, 1936.

Williams, Leonard F., University Service Fellow in Agronomy, for ten months beginning September 1, 1936—declination effective September 1, 1936.

APPOINTMENTS MADE BY THE PRESIDENT

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

Baker, James Gerard, Student Cataloger in the Library, on one-half time, beginning March 16, 1936, and continuing through August 31, 1936, at a cash compensation at the rate of fifty dollars (\$50) a month. (March 14, 1936)¹

Black, Howard Charles, to give instruction in Biochemistry, on one-half time, in the Summer Session of 1936, beginning June 15, 1936, and ending August 8, 1936, at a cash compensation of one hundred twenty-five dollars (\$125) for the session. (March 28, 1936)

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

Boley, Loyd Edwin, Assistant in Animal Pathology, in the College of Agriculture, and in the Agricultural Experiment Station, for five months beginning April 1, 1936, at a cash compensation at the rate of one hundred sixty-six dollars sixty-six cents (\$166.66) a month. (April 2, 1936)

Bullen, Janet, Student Cataloger in the Library, on one-half time, beginning March 16, 1936, and continuing through August 31, 1936, at a cash compensation at the rate of fifty dollars (\$50) a month. (March 14, 1936)

Chester, Margaret, Cooperating Teacher in the University High School, for the second semester of the academic year 1935-36, without salary. (March 13, 1936)

Cline, Polly F., University Graduate Stenographer in the Dispensary, in the College of Medicine, beginning April 13, 1936, and continuing through August 31, 1936, subject to the rules of the Civil Service Commission, at a cash compensation at the rate of ninety dollars (\$90) a month. (April 15, 1936)

Coe, George Charles, Assistant in Medicine, in the College of Medicine, for five months beginning April 1, 1936, without salary. (April 4, 1936)

Deitz, Victor, Special Research Associate in Chemistry, in the Graduate School, beginning April 1, 1936, and continuing through March 31, 1937, at a cash compensation at the rate of one hundred fifty dollars (\$150) a month. (March 28, 1936)

Feinhandler, Emanuel J., Assistant in Medicine, in the College of Medicine, for five months beginning April 1, 1936, without salary. (April 4, 1936)

Fischer, Victor Nathaniel, Assistant in Geology, on one-half time, beginning March 15, 1936, and continuing until June 30, 1936, at a cash compensation at the rate of sixty dollars (\$60) a month. (March 18, 1936)

Fisher, Mrs. Ruth, Cooperating Teacher in the University High School, for the second semester of the academic year 1935-36, without salary. (March 13, 1936)

Fitch, Grace, Stenographer in the Administration Department, in the Extension Service in Agriculture and Home Economics, for four months beginning May 1, 1936, at a cash compensation at the rate of eighty dollars (\$80) a month. (April 11, 1936)

Freda, Vincent Charles, Assistant in Obstetrics and Gynecology, in the College of Medicine, for six months beginning March 1, 1936, without salary. (March 14, 1936)

Frederick, Katharine, Cooperating Teacher in the University High School, for the second semester of the academic year 1935-36, without salary. (March 13, 1936)

Guiney, Mrs. Emily Meares, to give instruction in Physical Education for Women, in the Summer Session of 1936, beginning June 15, 1936, and ending August 8, 1936, at a cash compensation of three hundred ten dollars (\$310) for the session. (April 16, 1936)

Habberton, William, to give instruction in Education, on one-half time, in the Summer Session of 1936, beginning June 15, 1936, and ending August 8, 1936, involving additional service not contemplated in his appointment to teach during the two semesters of the regular academic year, at an additional compensation of two hundred sixty-six dollars sixty-seven cents (\$266.67) for the session (this supersedes his previous appointment). (March 28, 1936)

Hamm, Bessie, Cooperating Teacher in the University High School, for the second semester of the academic year 1935-36, without salary. (March 13, 1936)

Hanke, Albert R., Assistant in Chemistry, on one-half time, beginning March 15, 1936, and continuing through June 30, 1936, at a cash compensation at the rate of sixty dollars (\$60) a month. (March 24, 1936)

Hazlet, Stewart E., to give instruction in Organic Chemistry, in the Summer Session of 1936, beginning June 15, 1936, and ending August 8, 1936, at a cash compensation of three hundred dollars (\$300) for the session. (March 28, 1936)

Jacobs, William F., Assistant in Medicine, in the College of Medicine, beginning March 7, 1936, and continuing until September 1, 1936, without salary. (March 11, 1936)

Leppla, Paul Warren, Special Research Assistant in Chemistry, in the Graduate School, on one-half time, beginning March 15, 1936, and continuing through August 31, 1936, at a cash compensation at the rate of seventy-five dollars (\$75) a month (this supersedes his previous appointment). (March 24, 1936)

Lotspiech, John E., Instructor in Surgery, in the College of Medicine, for five months beginning April 1, 1936, without salary. (April 4, 1936)

McHarry, Liesette J., to give instruction in Education, on one-half time, in the Summer Session of 1936, beginning June 15, 1936, and ending August 8, 1936, at a cash compensation of one hundred ninety-five dollars eighty-three cents (\$195.83) for the session (this supersedes her previous appointment). (March 28, 1936)

Mock, Claudia C., Stenographer and Clerk in the Department of Horticulture, in the College of Agriculture, for five months beginning April 1, 1936, subject to the rules of the Civil Service Commission, at a cash compensation at the rate of eighty dollars (\$80) a month. (March 31, 1936)

Morris, Bruce Robert, to give instruction in Economics, in the Summer Session of 1936, beginning June 15, 1936, and ending August 8, 1936, at a cash compensation of two hundred fifty dollars (\$250) for the session. (March 31, 1936)

Munson, Lakie B., Cooperating Teacher in the University High School, for the second semester of the academic year 1935-36, without salary. (March 13, 1936)

Phillips, Willis Eugene, Radio Station Technician, for two months beginning July 1, 1936, subject to the rules of the Civil Service Commission, at a cash compensation at the rate of one hundred fifty-eight dollars thirty-three cents (\$158.33) a month. (March 31, 1936)

Raffelson, Evelyn, University Junior Stenographer in the Department of Agronomy, in the College of Agriculture and in the Agricultural Experiment Station, for five months beginning April 1, 1936, subject to the rules of the Civil Service Commission, at a cash compensation at the rate of eighty dollars (\$80) a month. (March 31, 1936)

Ritter, Israel I., Assistant in Medicine, in the College of Medicine, beginning March 7, 1936, and continuing until September 1, 1936, without salary. (March 11, 1936)

Scheer, Mildred, Stenographer in the Department of Animal Husbandry, in the Extension Service in Agriculture and Home Economics, for five months beginning April 1, 1936, at a cash compensation at the rate of ninety dollars (\$90) a month. (March 28, 1936)

Searl, Anna Winifred, Assistant State Leader in Home Economics, in the Extension Service in Agriculture and Home Economics, for five months beginning April 1, 1936, at a cash compensation at the rate of two hundred eight dollars thirty-three cents (\$208.33) a month. (March 18, 1936)

Seely, Mary Louise, Student Cataloger in the Library, on one-half time, beginning March 16, 1936, and continuing through August 31, 1936, at a cash compensation at the rate of fifty dollars (\$50) a month. (March 14, 1936)

Smith, Mrs. Mabel P., Social Director of the Residence Hall, in the Summer Session of 1936, beginning July 1, 1936, and continuing until September 1, 1936, subject to the rules of the Civil Service Commission, at a cash compensation at the rate of sixty-five dollars (\$65) a month, and maintenance, including living quarters, board, and personal laundry while on duty. (April 13, 1936)

Spellberg, Mitchell Abraham, Assistant in Medicine, in the College of Medicine, for five months beginning April 1, 1936, without salary. (April 7, 1936)

Stocking, Helen F., Senior Clerk in the Dispensary, in the College of Medicine, for five months beginning April 1, 1936, subject to the rules of the Civil Service Commission, at a cash compensation at the rate of one hundred dollars (\$100) a month (this supersedes her previous appointment). April 11, 1936)

Tabaka, Mary Frances, University Junior Typist in the Department of Agronomy, in the College of Agriculture and in the Agricultural Experiment

Station, for five months beginning April 1, 1936, subject to the rules of the Civil Service Commission, at a cash compensation at the rate of eighty dollars (\$80) a month. (March 31, 1936)

Winget, Benita L., Stenographer and Bookkeeper in the Administration Department, in the Extension Service in Agriculture and Home Economics, for four months beginning May 1, 1936, at a cash compensation at the rate of ninety dollars (\$90) a month. (April 11, 1936)

The Board adjourned.

H. E. CUNNINGHAM

Secretary

O. M. KARRAKER

President