

**MEETING OF THE BOARD OF TRUSTEES**  
**OF THE**  
**UNIVERSITY OF ILLINOIS**

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**July 25 and 26, 1945**

**With Executive Committee Meeting of  
July 30, 1945**



The July meeting of the Board of Trustees of the University of Illinois was held in the Alumni Faculty Lounge of the Illini Union Building, Urbana, beginning at 9 a.m. on Wednesday, July 25, 1945.

The following members were present: President Livingston, Mr. Davis, Mr. Forno, Mrs. Grigsby, Mr. McKelvey, Mr. Nickell, Mr. Williamson. During the early part of the opening session, Mr. McLaughlin took his place with the Board. Dr. Meyer withdrew at 10 p.m. on Wednesday, and was not present on Thursday.

President Willard was present; also Mr. A. J. Janata, Assistant to the President, Mr. H. E. Cunningham, Secretary, Professor Coleman R. Griffith, Provost, and, during the transaction of general business, Mr. Lloyd Morey, Comptroller, Mr. Thomas L. Marshall, Special Counsel for the University, Mr. Thomas A. Copple, Court Reporter, Dean Thomas E. Benner, Judge Sveinbjorn Johnson and Mr. H. F. Simonson, Counsel for Dean Benner, and, during Wednesday forenoon only, Mrs. Marie Taylor, Public Stenographer.

**HEARING OF DEAN THOMAS E. BENNER**

President Livingston requested Mr. Thomas L. Marshall, Special Counsel for the University, to take charge of the hearing of Dean Thomas E. Benner, granted on Dean Benner's request that he be given opportunity to appear before the Board to present his reasons for asking that he be continued as Dean of the College of Education after the expiration of his present appointment which terminates on August 31, 1945.

Mr. Marshall stated that he had met twice with Dean Benner and Judge Johnson, and that all parties had agreed on the following procedure, subject to the approval of the Board of Trustees:

All witnesses shall be sworn, and the hearing conducted in a judicial manner. Brief opening statements by counsel shall be followed by the examination and cross-examination of witnesses. If objections are taken, the Board will rule on each one.

This procedure, being approved by the Board, was followed throughout the hearing.

Mr. Marshall read Section 8, a and b, of the University Statutes and Dr. Benner's contract as Dean for two years from September 1, 1943, to August 31, 1945, and stated that the issue before the Board did not include Dr. Benner's status as Professor of Education, on indefinite tenure, but only the acceptance or rejection of President Willard's announcement that he will not recommend Dr. Benner's reappointment as Dean of the College of Education.<sup>1</sup>

Judge Johnson read his opening statement to the Board.<sup>1</sup>

Mr. Marshall and Judge Johnson introduced a number of exhibits during the hearing. Since all are identified by serial numbers affixed by Mr. Copple and are on file, with the transcript of the hearing, in the office of the Secretary, they are not enumerated nor summarized here. Nor is the content of the testimony of witnesses given here, because it appears in full in the transcript.

**WITNESSES FOR THE UNIVERSITY**

Mr. Marshall introduced the following witnesses who gave their testimony (and were cross-examined) during the hours indicated:

Dr. Coleman R. Griffith, Professor of Education and Provost: from 10:10 a.m. to 12:55 p.m. and from 2 p.m. to 3:15 p.m.

Dr. Robert D. Carmichael, Professor of Mathematics and Dean of the Graduate School: from 3:15 p.m. to 4:10 p.m.

Dr. Albert J. Harno, Professor of Law, Dean of the College of Law, and Legal Counsel: from 4:20 p.m. to 5:10 p.m.

Dr. Arthur Cutts Willard, President of the University: from 5:10 p.m. to 6:45 p.m. and from 8 p.m. to 8:25 p.m.

<sup>1</sup> The opening statements for the University and for Dean Benner are quoted verbatim from pages 3-21, inclusive, of the stenographic transcript of the hearing prepared by Mr. Copple, as corrected (see appendix, following page 615).

## WITNESSES FOR DEAN BENNER

Judge Johnson introduced the following witnesses:

Dr. Thomas E. Benner, Professor of Education and Dean of the College of Education: from 8:25 p.m. to 11:15 p.m.

Dean Benner's testimony was interrupted for a short time during the evening, to permit the introduction of four representatives of the Association of Advanced Degree Graduate Students in the University of Illinois: John C. Roberts, Kansas, Illinois; Marshall J. Scott, Fisher, Illinois; Jeff T. Kelley, Panama City, Florida; Howard W. Hightower, Effingham, Illinois.

Mr. Roberts acted as spokesman, and testified under oath.

At 11:15 p.m. the Board adjourned, to meet at 9:30 a.m. on the following day.

## ADJOURNED SESSION, JULY 26, 1945

When the hearing of Dean Thomas E. Benner was resumed at 9:30 a.m. on Thursday, July 26, 1945, the same members and officers were present as at the time of adjournment the night before, and all remained throughout the day.

## DEAN BENNER CONTINUES

The testimony and cross-examination of Dean Benner continued until 12:30 p.m. At the conclusion, Dean Benner, in response to direct questions by President Livingston, stated (1) that he had introduced all the witnesses and evidence that he desired, (2) that he felt that he had a full and fair hearing, and (3) that he had said that he was glad the hearing was conducted in executive session. He said that he had made the latter statement in consideration of the opinion of Mr. Ralph E. Himstead of the Association of American University Professors that the hearing should be in closed session.

## PROVOST GRIFFITH RECALLED

Mr. Marshall recalled Provost Coleman R. Griffith to the stand to testify on statements made by Dean Benner while the latter was on the stand.

## CONCLUDING STATEMENTS

It was agreed that all exhibits introduced should be considered part of the record. Mr. Marshall asked for ten minutes, and Judge Johnson for from twenty-five to forty minutes, to make their concluding statements.

Following the arguments, at 3:30 p.m. the Board resolved itself into a Committee of the Whole, all non-members being excused. At 5:30 p.m., the Committee rose, and having recalled all officers and parties to the room, announced in open session that it had taken action on Dean Benner's reappointment. The following record and resolution was read by the Secretary.

**RESOLUTION—DEAN THOMAS E. BENNER**

After full discussion, and on motion of Mr. Fornof, the following resolution was adopted by the following vote: Aye, Mr. Davis, Mr. Fornof, Mrs. Grigsby, Mr. Livingston, Mr. McKelvey, Mr. McLaughlin, Mr. Nickell, Mr. Williamson; no, none; absent, Mr. Green, Dr. Luken, Dr. Meyer. The Secretary called Dr. Meyer on long distance, read the resolution to him, and received permission to record his vote in the affirmative.

*Whereas*, the Board has heard more than 100,000 words of testimony and seen 103 exhibits presented in the case for and against the retention of Dr. Thomas E. Benner, as Dean of the College of Education, and

*Whereas*, all these conflicting claims seem to the Board to resolve themselves in one single issue;

To wit, is it to the best interests of the University to retain Dr. Benner as Dean of the College of Education and can he hope to function satisfactorily and effectively in the office of Dean in view of the intense and fundamental clashes of personalities extending over so long a period of time between Dean Benner and the Deans and Directors necessarily associated with him in joint University-wide undertakings; and

*Whereas*, from the evidence presented to the Board and the conduct of the hearings, it appears to the Board that these differences are not likely to be resolved but that an atmosphere of conflict and dispute which will not be redound to the interests of the University would be perpetuated by the retention of Dr. Benner as Dean of the College of Education, and

*Whereas*, the Board feels that the best interests of the University are paramount to the interests of one man and that no one man is indispensable in the work of the University, and

*Whereas*, under the statutes of the University the terms of appointment of all Deans and Administrative Officers are for definite periods of time and do not carry the right of renewal; and

*Whereas*, the term of appointment of Dr. Thomas E. Benner, as Dean of the College of Education, ends on August 31, 1945; and

*Whereas*, it has been the rule and policy of the Board for fifty years to make no appointments to the University Staff except on the recommendation of its chief executive agent, the President of the University; and such recommendation in this case is not forthcoming; and

*Whereas*, the Board is desirous in all things to uphold the authority and responsibility of the President of the University, therefore

*Be it resolved*, that the recommendation of President Willard that Dr. Thomas E. Benner be not reappointed as Dean of the College of Education is hereby accepted and confirmed without prejudice to his status as Professor of Education on indefinite tenure. And

*Be it further resolved*, that the testimony and proceedings be written up and together with all its exhibits be filed with the Secretary, and may be examined at any time by any Trustee or by Dr. Benner or his attorney and as the Board, by subsequent resolution, shall direct.

H. E. CUNNINGHAM  
Secretary

**MATTERS PRESENTED BY PRESIDENT WILLARD**

During the recess for luncheon on Wednesday, July 25, the Board considered one matter, and just previous to the recess for luncheon on Thursday, three matters presented by the President of the University. The Comptroller was present during the consideration of these matters.

**REMOVAL OF HANGAR FROM GRADY, ARKANSAS, TO UNIVERSITY OF ILLINOIS AIRPORT**

(1) By authority of the Board of Trustees, the University of Illinois has purchased from the Defense Plant Corporation a hangar at Matthews Field near

Grady, Arkansas. The Board has appropriated the necessary funds for the purchase of this hangar and for dismantling, shipping, and erecting it on the University of Illinois Airport.

Bids have been secured from reliable contractors for dismantling and loading the hangar at Grady, Arkansas, and erecting it on the University of Illinois Airport. The low bidder is the John Felmley Company, Bloomington, Illinois, whose bids are as follows:

Dismantling and loading hangar, f.o.b. cars, Grady, Arkansas (freight charges to be paid by the University of Illinois).....	\$ 9 900
Construction of hangar, including all necessary concrete work, on University of Illinois Airport.....	\$57 500

This bid is subject to a reduction of \$800 by the acceptance of a seven-inch reinforced concrete floor, if wire reinforcing mesh is obtainable by the contractor, instead of a nine-inch concrete floor not reinforced. The University has accepted this alternate. The combined bid is \$66,200-\$67,000.

After consulting the members of the Executive Committee of the Board of Trustees, the President of the University accepted this bid but authorized the contractor to proceed immediately with the job. I recommend approval of this award and also that the officers of the Board be authorized to execute contracts for this job.

The bids are within the engineering estimates of the cost of this work and within the appropriations made by the Board of Trustees for this project.

On motion of Dr. Meyer, this action of the President of the University in authorizing this award was approved and confirmed, and the officers of the Board were authorized to execute the necessary contracts.

#### ADMISSION OF NONRESIDENT WOMEN STUDENTS

(2) At the meeting of the Board of Trustees on June 30 (Minutes, page 508), I recommended that the Board authorize a policy of restricting admission of undergraduate women students by not admitting nonresidents of Illinois, with certain exceptions, after July 1, 1945, because of the shortage of housing facilities. The Board referred this to the Executive Committee for final action.

Since that meeting the housing situation has changed materially and is becoming increasingly more serious. The vacancies in housing facilities for women students still available as of July 1, 1945, have since been taken, and the "deficit" in housing is increasing. That is to say, the Registrar is receiving more applications from women students for admission to the University than the Student Housing Division can find rooms in houses which meet University standards. It may be necessary to adopt even greater restrictions on the admission of women students than originally proposed by the Student Housing Division, but at the present time I recommend only the adoption of the previous recommendation modified to read as follows:

Because of a housing shortage for women, it is recommended that non-State women who have never previously attended the University shall not be admitted as undergraduates at Urbana for the first semester of the academic year 1945-1946, unless: (1) permits to enter have been issued for them by the Registrar's Office prior to July 1, 1945, (2) at least one of their parents is an alumnus of the University, (3) they plan to live with relatives in Urbana-Champaign who do not regularly rent rooms to students, or (4) such applicants have been awarded scholarships or fellowships by recognized agencies to aid them in securing a higher education.

The Provost commented on this matter.

On motion of Mr. Williamson, the recommendation was adopted.

On motion of Mr. McLaughlin, the proper officers of the University were authorized to negotiate for the use of housing facilities, subject to the approval of the Board.

**CURRICULUM IN MEDICAL TECHNOLOGY**

(3) The University Senate recommends the establishment of a curriculum in Medical Technology leading to the degree of Bachelor of Science in Medical Technology, to be offered in the College of Medicine.

The program of instruction will cover twelve full months and will include routine clinical laboratory procedures, hematology, bacteriology, parasitology, serology, basal metabolism, blood and urine chemistry, and tissue technic; classroom and laboratory instruction in biological chemistry, bacteriology, and clinical pathology; and special lectures and conferences.

Requirements for admission to the course will be graduation with a bachelor's degree from a recognized college or university, including eight semester hours of work in biology (of which at least four must be in zoology), at least eight hours of general inorganic chemistry (including four hours of laboratory work), at least four hours of organic chemistry (including laboratory), and three hours of quantitative analysis. Physics and biology are highly recommended as desirable courses. For the present, because of limitations of laboratory facilities, registration is to be restricted to eight students per year, and preference will be given to residents of the State of Illinois.

The curriculum is set up in response to requests from the American Society of Clinical Pathologists and is based on their recommendations. It is designed to regularize the training of laboratory technicians.

The following schedule of fees is recommended by the Executive Dean of the Chicago Colleges:

	<i>First Quarter</i>	<i>Second Quarter</i>	<i>Third Quarter</i>	<i>Fourth Quarter</i>
Matriculation fee (new students).....	\$10 00	.....	.....	.....
Tuition, laboratory, and building service fees (tuition, \$18; laboratory fee, \$10; building service fee, \$12).....	40 00	\$40 00	\$40 00	\$40 00
Union Building service charge.....	3 50	3 50	3 50	3 50
Graduation fee.....	.....	.....	.....	10 00
<i>Total</i> .....	\$53 50	\$43 50	\$43 50	\$53 50

I recommend approval of this program.

On motion of Mr. Fornof, this program was approved, and fees were authorized as recommended.

**CONTRACTS FOR COAL, URBANA DEPARTMENTS, 1945-1946**

(4) Requests for quotations on 30,000 tons of screenings coal on uniform specifications supplied were sent to all mines located in the Danville and central Illinois fields. Classified advertisements were placed in the metropolitan papers, and bids were opened July 16, 1945.

No quotations were received for coal to be supplied according to specifications.

The Earl Green Trucking Company, Wilmington, Illinois, offered to supply coal at a delivered price of \$6.50 a ton.

Taylor-English Coal Company offered 15,000-17,000 tons 1½"-2" screenings, Danville District, at \$2.397 a ton f.o.b. mine; contract to provide for adjustments up or down in accordance with State or Federal regulations and ceiling prices, and an addition of a State tax of 4¢ a ton after September 1, 1945, provided by H.B. 210 which was passed by both houses of the Legislature but has not been acted on by the Governor. Freight is 60¢ a ton, making a delivered price of \$2.997 a ton.

The Purchasing Agent, the Director of the Physical Plant Department, and the Comptroller recommend that the contract be placed with the Taylor-English Coal Company as above described, subject to the approval of the Governor as required by the State Constitution.

I concur and recommend approval.

The Comptroller presented this matter.

On motion of Mr. Nickell, the contract was authorized as recommended.

## GRADUATE SCHOLARS AND FELLOWS

The Secretary presented for record the following list of graduate scholars and fellows appointed by the President of the University on July 19, 1945, each for eight months beginning October 1, 1945.

	<i>Scholarship Stipend</i>	<i>Fellowship Stipend</i>
<i>Agronomy</i>		
ROCHELLE H. BONDY.....	\$350	....
<i>Chemistry</i>		
DONALD A. DAHLSTROM.....	350	....
LEON KATZ.....	....	\$575

## APPOINTMENTS MADE BY THE PRESIDENT

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

ANDERSON, ARTHUR G., To give instruction in the Summer Semester of 1945, for sixteen weeks beginning June 11, 1945, on one-eighth time, at a salary of two hundred nine dollars (\$209) for the period. (July 12, 1945)<sup>1</sup>

ANDERSON, M. ROSS, To give instruction in the Summer Semester of 1945, on part time, for sixteen weeks beginning June 11, 1945, at a salary of seven hundred eight dollars (\$708) for the period (this supersedes his previous appointment). (July 24, 1945)

ANGUS, WINFIELD SCOTT, To give instruction in the Summer Semester of 1945, on part time, for sixteen weeks beginning June 11, 1945, at a salary of five hundred eighty-eight dollars (\$588) for the period (this supersedes his previous appointment). (July 24, 1945)

ATKINS, CLINTON P., Special Research Assistant in Civil Engineering, in the Engineering Experiment Station, on one-half time, beginning July 6, 1945, and continuing until further notice, at a salary at the rate of one thousand five hundred dollars (\$1500) a year. (July 23, 1945)

BAKER, ROBERT HORACE, To give instruction in the Summer Semester of 1945, for sixteen weeks beginning June 11, 1945, on one-fourth time, at a salary of four hundred seventeen dollars (\$417) for the period (this supersedes his previous appointment). (July 12, 1945)

BALL, RICHARD WILLIAM, To give instruction in the Summer Semester of 1945, beginning June 11, 1945, and continuing through August 4, 1945, at a salary of four hundred thirteen dollars (\$413) for the period. (July 12, 1945)

BRADLEY, CHARLES E., To give instruction in the Summer Semester of 1945, beginning June 11, 1945, and continuing through September 29, 1945, on one-half time, at a salary of three hundred seventy-five dollars (\$375) for the period. (July 12, 1945)

BROCK, MARLYN JEAN, Special Research Assistant in Chemistry, on one-half time, for one year beginning July 1, 1945, at a salary of one thousand two hundred dollars (\$1200). (July 3, 1945)

CARLSON, JEANNETTE ELAINE, Assistant in English, beginning August 6, 1945, and continuing through September 30, 1945, at a salary of two hundred ninety-four dollars (\$294) for the period (this supersedes her previous appointment). (July 18, 1945)

CHASE, MRS. ETHEL R., To give instruction in the Summer Semester of 1945, beginning June 11, 1945, and continuing through September 29, 1945, on one-fourth time, at a salary of one hundred twenty-five dollars (\$125) for the period. (July 12, 1945)

CHEW, ROBERT MARSHALL, To give instruction in the Summer Semester of 1945, beginning August 6, 1945, and continuing through September 30, 1945, on one-half time, at a salary of one hundred sixty-five dollars (\$165) for the period. (July 12, 1945)

CLAPP, CLIFF JACK, To give instruction in the Summer Semester of 1945, on part time, beginning July 2, 1945, and continuing through September 30, 1945, at a salary of four hundred seventy-two dollars (\$472) for the period (this supersedes his previous appointment). (July 24, 1945)

<sup>1</sup> The date in parenthesis is the date on which the appointment was made by the President.

CLAUS, EDWARD PRAEGNER, Assistant Professor of Botany and Pharmacognosy, in the College of Pharmacy, for two months beginning July 1, 1945, at a salary at the rate of two hundred sixty-six dollars sixty-six cents (\$266.66) a month. (July 7, 1945)

DAVIS, HUGH LESLIE, Associate Professor of Chemistry, in the College of Pharmacy, for two months beginning July 1, 1945, at a salary at the rate of five hundred twenty-five dollars (\$525) a month (this supersedes his previous appointment). (July 7, 1945)

DiSANTO, LOIS MARGARET, Documents Assistant in the Acquisition Department of the Library, beginning July 16, 1945, and continuing through August 31, 1945, at a salary at the rate of one hundred sixty-six dollars sixty-seven cents (\$166.67) a month. (July 7, 1945)

DOBROVOLNY, JERRY S., To give instruction in the Summer Semester of 1945, beginning July 1, 1945, and continuing through September 30, 1945, on one-third time, at a salary at the rate of seventy-seven dollars seventy-seven cents (\$77.77) a month. (July 12, 1945)

DRAFFIN, JASPER OWEN, To give instruction in the Summer Semester of 1945, beginning July 2, 1945, and continuing through September 30, 1945, at a salary of one thousand two hundred eighteen dollars (\$1218) for the period (this supersedes his previous appointment). (July 12, 1945)

DRAFFIN, JASPER OWEN, To give instruction in the Summer Semester of 1945, beginning June 5, 1945, and continuing through September 30, 1945, at a salary of one thousand five hundred dollars (\$1500) for the period (this supersedes his previous appointment). (July 24, 1945)

DUSHKIND, SHIRLEY RUTH, To give instruction in the Summer Semester of 1945, beginning August 6, 1945, and continuing through September 30, 1945, on one-half time, at a salary of one hundred sixty-five dollars (\$165) for the period (this supersedes her previous appointment). (July 12, 1945)

ECKE, LYDA MAE, Assistant in English, for three months beginning July 1, 1945, at a salary at the rate of one hundred sixty-five dollars (\$165) a month. (July 18, 1945)

EDMONDS, JAMES LLOYD, To give instruction in the Summer Semester of 1945, for eight weeks beginning June 11, 1945, on one-half time, at a salary of four hundred seventeen dollars (\$417) for the period (this supersedes his previous appointment). (July 18, 1945)

ENGLE, MRS. ORA MAY, To give instruction in the Summer Semester of 1945, on two-thirds time, beginning August 6, 1945, and continuing through September 20, 1945, at a salary of two hundred seventy-five dollars (\$275) for the period. (July 24, 1945)

ESPY, WILLIAM NELSON, To give instruction in the Summer Semester of 1945, beginning June 4, 1945, and continuing through June 30, 1945, on three-sixteenths time, at a salary of three hundred dollars (\$300) for the period (this supersedes his previous appointment). (July 12, 1945)

FEINBERG, MRS. LILIAN, Assistant in English, on one-half time, for three months beginning July 1, 1945, at a salary at the rate of eighty-two dollars fifty cents (\$82.50) a month. (July 18, 1945)

FRANTZ, ROYENE DRY, Assistant in Home Economics, in the Agricultural Experiment Station, for two months beginning July 1, 1945, at a salary at the rate of one hundred thirty-five dollars (\$135) a month. (July 7, 1945)

FUZAK, JOHN ALEXANDER, To give instruction in the Summer Semester of 1945, for eight weeks beginning June 11, 1945, on two-thirds time, at a salary of three hundred dollars (\$300) for the period (this supersedes his previous appointment). (July 12, 1945)

GOLDMAN, MRS. OLIVE REMINGTON, To give instruction in the Summer Semester of 1945, beginning August 1, 1945, and continuing through September 30, 1945, at a salary of two hundred seventy-five dollars (\$275) for the period. (July 12, 1945)

GOSSARD, MYRON LEE, Special Research Associate in Theoretical and Applied Mechanics, in the Engineering Experiment Station, beginning July 23, 1945, and continuing until further notice, at a salary at the rate of three thousand three hundred dollars (\$3300) a year. (July 20, 1945)



GRADY, MRS. ELOISE FRANCIS MILLER, Assistant in English, for three months beginning July 1, 1945, at a salary at the rate of one hundred sixty-five dollars (\$165) a month. (July 18, 1945)

GRAHAM, MRS. MARY WHITEFORD, To give instruction in the Summer Semester of 1945, beginning June 11, 1945, and continuing through August 4, 1945, on three-fourths time, at a salary of two hundred forty-eight dollars (\$248) for the period. (July 12, 1945)

HAILS, GEORGE FORREST, To give instruction in the Summer Semester of 1945, beginning July 9, 1945, and continuing through September 30, 1945, on two-sevenths time, at a salary of one hundred fifty dollars (\$150) for the period. (July 12, 1945)

HAMLIN, HERBERT MCNEE, To give instruction in the Summer Semester of 1945, beginning June 11, 1945, and continuing through July 7, 1945, at a salary of four hundred thirty-eight dollars (\$438) for the period (this supersedes his previous appointment). (July 24, 1945)

HARPER, JOSEPHINE, To give instruction in the Summer Semester of 1945, beginning August 6, 1945, and continuing through September 29, 1945, on one-half time, at a salary of one hundred thirty-two dollars (\$132) for the period. (July 12, 1945)

HATTAN, CORINNE R., To give instruction in the Summer Semester of 1945, beginning June 1, 1945, and continuing through September 30, 1945, at a salary of six hundred seventy-two dollars (\$672) for the period (this supersedes her previous appointment). (July 12, 1945)

HEDSTRAND, LILLIAN ELVIRA, To give instruction in the Summer Semester of 1945, on one-half time, for eight weeks beginning June 11, 1945, at a salary of one hundred fifty dollars (\$150) for the period (this supersedes her previous appointment). (July 24, 1945)

HOBART, C. M., To give instruction in the Summer Semester of 1945, beginning July 2, 1945, and continuing through September 30, 1945, at a salary of nine hundred dollars (\$900) for the period. (July 12, 1945)

HOOVER, RUTH, To give instruction in the Summer Semester of 1945, beginning June 25, 1945, and continuing through September 15, 1945, on three-fourths time, at a salary of eight hundred twenty-five dollars (\$825) for the period (this supersedes her previous appointment). (July 12, 1945)

HOUCHEMS, JOSIE B., To give instruction in the Summer Semester of 1945, for eight weeks beginning June 11, 1945, on one-third time, at a salary of two hundred twenty-three dollars (\$223) for the period. (July 12, 1945)

HOUCHEMS, MRS. CAROLYN WASHBURN, Instructor in English, for three months beginning July 1, 1945, at a salary at the rate of one hundred ninety-eight dollars (\$198) a month. (July 18, 1945)

HUMES, JOHN FINTON, To give instruction in the Summer Semester of 1945, beginning July 2, 1945, and continuing through October 26, 1945, on three-fourths time, at a salary of eight hundred dollars (\$800) for the period. (July 12, 1945)

HUNTINGTON, WHITNEY CLARK, To give instruction in the Summer Semester of 1945, on one-third time, for sixteen weeks beginning June 11, 1945, at a salary of six hundred dollars (\$600) for the period (this supersedes his previous appointment). (July 24, 1945)

JANTZEN, ROSEMARY ELEANORE, To give instruction in the Summer Semester of 1945, beginning July 1, 1945, and continuing through September 30, 1945, at a salary of four hundred ninety-five dollars (\$495) for the period. (July 24, 1945)

JOHNSON, DONALD MCEWEN, To give instruction in the Summer Semester of 1945, beginning August 6, 1945, and continuing through September 29, 1945, at a salary of five hundred nine dollars (\$509) for the period (this supersedes his previous appointment). (July 12, 1945)

JONES, JOHN OLIVER, To give instruction in the Summer Semester of 1945, for sixteen weeks beginning June 11, 1945, at a salary of one thousand dollars (\$1000) for the period (this supersedes his previous appointment). (July 24, 1945)

JORDAN, EDWARD CONRAD, Associate Professor of Electrical Engineering, in the College of Engineering, for two years beginning September 1, 1945, at a salary of three thousand eight hundred dollars (\$3800) a year. (July 17, 1945)

KEIZER, MRS. RUTH, To give instruction in the Summer Semester of 1945, beginning June 18, 1945, and continuing through August 4, 1945, on one-fourth time, at a salary of seventy-two dollars (\$72) for the period. (July 12, 1945)

LEIMDORFER, ALFRED, Associate Professor of Psychiatry, in the College of Medicine, for four months beginning May 1, 1945, without salary. (July 7, 1945)

LENHART, S. CHARMENZ, To give instruction in the Summer Semester of 1945, beginning August 6, 1945, and continuing through September 29, 1945, at a salary of two hundred seventy-five dollars (\$275) for the period. (July 24, 1945)

LEVY, MRS. LUCRETIA S., Instructor in Mathematics, beginning July 1, 1945, and continuing through August 15, 1945, at a salary at the rate of three hundred twenty dollars (\$320) a month. (July 23, 1945)

LEWIS, LORA DEAN, To give instruction in the Summer Semester of 1945, for eight weeks beginning June 11, 1945, on one-sixth time, at a salary of one hundred twelve dollars (\$112) for the period. (July 12, 1945)

MCKINNEY, MRS. LYLE SCHWABE, To give instruction in the Summer Semester of 1945, beginning August 1, 1945, and continuing through September 30, 1945, on three-fourths time, at a salary of two hundred seven dollars (\$207) for the period. (July 12, 1945)

MILES, JOHN CLEM, To give instruction in the Summer Semester of 1945, for sixteen weeks beginning June 11, 1945, at a salary of nine hundred forty dollars (\$940) for the period. (July 12, 1945)

MILLS, DOUGLAS R., To give instruction in the Summer Semester of 1945, beginning June 11, 1945, and continuing through August 30, 1945, on three-sevenths time, at a salary of three hundred eighty-six dollars (\$386) for the period (this supersedes his previous appointment). (July 12, 1945)

MOORE, ROBERT HAMILTON, Instructor in English, on one-half time, for three months beginning July 1, 1945, at a salary of two hundred seventy dollars (\$270) for the period. (July 18, 1945)

MOORE, VAIL HALL, To give instruction in the Summer Semester of 1945, beginning July 1, 1945, and continuing through September 30, 1945, at a salary of nine hundred dollars (\$900) for the period (this supersedes his previous appointment). (July 12, 1945)

MORFOOT, FRANCES VANEVERY, To give instruction in the Summer Semester of 1945, beginning July 2, 1945, and continuing through September 30, 1945, on four-fifths time, at a salary of five hundred forty dollars (\$540) for the period. (July 12, 1945)

MUNROE, M. E., To give instruction in the Summer Semester of 1945, beginning July 2, 1945, and continuing through September 30, 1945, at a salary of six hundred fifty dollars (\$650) for the period. (July 12, 1945)

PENNINGTON, LEON ALFRED, To give instruction in the Summer Semester of 1945, beginning July 6, 1945, and continuing through September 30, 1945, at a salary of four hundred dollars (\$400) for the period. (July 24, 1945)

PERRY, BEN EDWIN, To give instruction in the Summer Semester of 1945, beginning June 11, 1945, and continuing through August 4, 1945, on two-thirds time, at a salary of five hundred fifty-six dollars (\$556) for the period. (July 12, 1945)

PETERSEN, FREDRICK ADOLPH, Special Research Associate Professor of Ceramic Engineering, in the Engineering Experiment Station, for one year beginning July 1, 1945, at a salary of five thousand dollars (\$5000). (July 7, 1945)

PHELPS, ROSE BERNICE, To give instruction in the Summer Semester of 1945, beginning June 11, 1945, and continuing through August 4, 1945, on one-half time, at a salary of two hundred sixty-seven dollars (\$267) for the period (this supersedes her previous appointment). (July 12, 1945)

QUAGLIANO, JAMES VINCENT, Instructor in Chemistry, for eight months beginning October 1, 1945, at a salary of one thousand seven hundred sixty dollars (\$1760) for the period. (July 12, 1945)

RAPP, WILLIAM FREDERICK, JR., To give instruction in the Summer Semester of 1945, for sixteen weeks beginning June 11, 1945, at a salary of five hundred dollars (\$500) for the period. (July 12, 1945)

RAWLINGS, MRS. DOROTHY STAHLER, To give instruction in the Summer Semester of 1945, beginning June 11, 1945, and continuing through June 23, 1945, and from September 17, 1945, to September 30, 1945, on one-fourth time, at a salary of two hundred nine dollars (\$209) for the period. (July 12, 1945)

ROETTGER, WALTER H., To give instruction in the Summer Semester of 1945, for four weeks beginning September 1, 1945, on one-half time, at a salary of two hundred nine dollars (\$209) for the period (this supersedes his previous appointment). (July 12, 1945)

ROSTENBERG, ADOLPH, JR., Associate Professor of Dermatology, in the College of Medicine, for one year beginning September 1, 1945, without salary, and Associate Director of Clinical Investigation in the Allergy Research Unit, in the Department of Dermatology, in the College of Medicine, for one year beginning September 1, 1945, at a salary of seven thousand dollars (\$7000). (July 20, 1945)

SAUNDERS, MRS. ALTA GWINN, To give instruction in the Summer Semester of 1945, beginning July 2, 1945, and continuing through August 28, 1945, on one-half time, at a salary of three hundred fifty-five dollars (\$355) for the period. (July 12, 1945)

SCHOONMAKER, SHERMAN, To give instruction in the Summer Semester of 1945, for eight weeks beginning June 11, 1945, at a salary of six hundred seven-ten dollars (\$617) for the period (this supersedes his previous appointment). (July 12, 1945)

SENN, WILLIAM FRANKLIN, To give instruction in the Summer Semester of 1945, on part time, for sixteen weeks beginning June 11, 1945, at a salary of seven hundred dollars (\$700) for the period (this supersedes his previous appointment). (July 24, 1945)

SIMONS, MRS. LUCIA HURD WILSON, Assistant in English, for three months beginning July 1, 1945, at a salary at the rate of one hundred sixty-five dollars (\$165) a month. (July 18, 1945)

SINCLAIR, ANNETTE, To give instruction in the Summer Semester of 1945, beginning June 1, 1945, and continuing through September 30, 1945, on part time, at a salary of three hundred ten dollars (\$310) for the period. (July 12, 1945)

SMITH, ALICE L., To give instruction in the Summer Semester of 1945, on three-fourths time, beginning June 25, 1945, and continuing through August 4, 1945, at a salary of five hundred dollars (\$500) for the period (this supersedes her previous appointment). (July 24, 1945)

SNYDER, HAROLD RAY, To give instruction in the Summer Semester of 1945, beginning June 11, 1945, and continuing through August 30, 1945, on one-half time, at a salary of six hundred sixty-seven dollars (\$667) for the period (this supersedes his previous appointment). (July 12, 1945)

SPRINGER, CLIFFORD HARRY, To give instruction in the Summer Semester of 1945, on two-thirds time, beginning July 2, 1945, and continuing through September 30, 1945, at a salary of seven hundred fifty-nine dollars (\$759) for the period. (July 24, 1945)

STANLEY, ELLEN LENORA, To give instruction in the Summer Semester of 1945, for eight weeks beginning June 11, 1945, at a salary of three hundred dollars (\$300) for the period. (July 24, 1945)

STUBBE, JOHN S., To give instruction in the Summer Semester of 1945, beginning July 2, 1945, and continuing through September 30, 1945, at a salary of six hundred fifty dollars (\$650) for the period (this supersedes his previous appointment). (July 12, 1945)

SUTTON, CARL, To give instruction in the Summer Semester of 1945, for eight weeks beginning June 11, 1945, on two-thirds time, at a salary of one hundred eighty-four dollars (\$184) for the period. (July 12, 1945)

TARWAIN, JOHN, Instructor in Physical Education for Men, on four-sevenths time, beginning July 9, 1945, and continuing through September 30, 1945, at a salary of three hundred forty-three dollars (\$343) for the period. (July 23, 1945)

TEIGLER, HENRY IRVING, To give instruction in the Summer Semester of 1945, for sixteen weeks beginning June 11, 1945, on one-sixth time, at a salary of two hundred six dollars (\$206) for the period (this supersedes his previous appointment). (July 12, 1945)

VAN OSDOL, JEANETTE, To give instruction in the Summer Semester of 1945, beginning July 1, 1945, and continuing through September 30, 1945, on three-fourths time, at a salary of five hundred ninety-one dollars (\$591) for the period. (July 12, 1945)

WALSH, L. R., To give instruction in the Summer Semester of 1945, beginning July 1, 1945, and continuing through September 30, 1945, on three-fourths time, at a salary of five hundred ninety-one dollars (\$591) for the period. (July 12, 1945)

WEEKS, FRANCIS WILLIAM, To give instruction in the Summer Semester of 1945, on one-half time, for sixteen weeks beginning June 11, 1945, at a salary of three hundred sixty-seven dollars (\$367) for the period (this supersedes his previous appointment). (July 24, 1945)

WEISS, JOHN NELSON, To give instruction in the Summer Semester of 1945, on three-fourths time, for eight weeks beginning June 11, 1945, at a salary of four hundred thirteen dollars (\$413) for the period (this supersedes his previous appointment). (July 24, 1945)

WELSER, LYLE, To give instruction in the Summer Semester of 1945, on part time, beginning July 9, 1945, and continuing through September 30, 1945, at a salary of three hundred ninety-three dollars (\$393) for the period (this supersedes his previous appointment). (July 24, 1945)

WILKINS, CHARLES, Assistant in English, for three months beginning July 1, 1945, at a salary of four hundred ninety-five dollars (\$495) for the period. (July 18, 1945)

WOODSON, HAROLD WILLIAM, Assistant in Biological Chemistry, in the College of Medicine, on one-sixth time, for two months beginning July 1, 1945, at a salary at the rate of sixteen dollars sixty-six cents (\$16.66) a month. (July 12, 1945)

YAKOVLEVITCH, NIKIFOR Y., Special Research Graduate Assistant in Civil Engineering, in the Department of Theoretical and Applied Mechanics, in the Engineering Experiment Station, on one-half time, beginning June 1, 1945, and continuing until further notice, at a salary at the rate of one hundred dollars (\$100) a month. (July 23, 1945)

ZAHORSKY, MRS. METTA VIRGINIA, To give instruction in the Summer Semester of 1945, for eight weeks beginning June 11, 1945, on one-half time, at a salary of one hundred fifty dollars (\$150) for the period. (July 12, 1945)

#### CANCELLATIONS, RESIGNATIONS, AND DECLINATIONS

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

ANDREWS, ANDREW IRVING, To give instruction in the Summer Semester of 1945—declination effective June 11, 1945.

CARR, MRS. MARION GRUDIER, To give instruction in the Summer Semester of 1945—declination effective August 6, 1945.

CHAMBERS, ROBERT R., To give instruction in the Summer Semester of 1945—resignation effective June 11, 1945.

DOBBERMAN, MARVIN ROBERT, Associate in Architecture (on leave of absence for 1944-1945)—resignation effective September 1, 1945.

ESPY, WILLIAM NELSON, To give instruction in the Summer Semester of 1945—declination effective June 11, 1945.

HOLDEN, LAWRENCE B., Fellow in Medicine—declination effective September 1, 1945.

McKINNEY, MRS. LYLE SCHWABE, To give instruction in the Summer Semester of 1945—declination effective August 1, 1945.

MORETTO, ORESTE, Fellow in Civil Engineering—resignation effective August 1, 1945.

NEWCOMB, RUTH CRAIGIE, Circulation Assistant in the Library—resignation effective August 9, 1945.

PALMER, CYRUS E., To give instruction in Education in the Summer Semester of 1945—cancellation effective June 11, 1945.

PARRISH, DOROTHY ELNA, Reference Assistant in the Library—resignation effective August 13, 1945.

PENNINGTON, LEON ALFRED, To give instruction in the Summer Semester of 1945—declination effective July 1, 1945.

RICHARD, C. DANIEL, JR., Assistant in Physics—resignation effective July 1, 1945.

WATHALL, FRANCES, Statistical Clerk in the Department of Psychiatry, in the College of Medicine—resignation effective June 30, 1945.

WERNER, RAYMOND CLARENCE, To give instruction in the Summer Semester of 1945—resignation effective August 6, 1945.

The Board adjourned.

H. E. CUNNINGHAM  
*Secretary*

PARK LIVINGSTON  
*President*

## MEETING OF THE EXECUTIVE COMMITTEE

JULY 30, 1945

A meeting of the Executive Committee of the Board of Trustees of the University of Illinois was held at the University Club, 76 East Monroe Street, Chicago, at noon on Monday, July 30, 1945. Present, Mr. Park Livingston, Chairman, and Mr. Chester R. Davis and Dr. Karl A. Meyer, members of the Committee; also Dr. Arthur Cutts Willard, President of the University, Professor James J. Doland, Supervising Engineer of the University of Illinois Airport, and Mr. H. E. Cunningham, Secretary.

### MATTERS PRESENTED BY PRESIDENT WILLARD

The Executive Committee considered the following matters presented by the President of the University.

#### SPECIAL APPROPRIATIONS FOR NONRECURRING EXPENDITURES

(1) The Committee on Special Appropriations and Nonrecurring Expenditures recommends assignments from the General Reserve Fund for the following purposes:

Agricultural Engineering Building improvements.....	\$18 200
Minor building improvements.....	15 000
Electronic equipment for Electrical Engineering Department.....	5 200
<i>Total</i> .....	<i>\$38 400</i>

On motion of Dr. Meyer, this appropriation was made as recommended, by the following vote: Aye, Mr. Livingston, Mr. Davis, Dr. Meyer.

#### CONTRACTS FOR CAPITAL EXPENDITURES IN CHICAGO

(2) Bids were secured by the Physical Plant Department on various remodeling jobs in the Chicago Colleges. Funds to pay for these improvements are available in the appropriation for capital additions made by the Board of Trustees on November 30, 1944. These projects and the bids are as follows:

##### PROJECTS

Partition changes, Office of Nonacademic Personnel  
Changes in Pharmacology Laboratory  
Changes in Animal Hospital  
Changes, 3rd Floor, Union Building  
Heating Animal Rooms  
Changes in Room 451, General Hospital

**BIDS RECEIVED**

Mueller Construction Company.....	\$39 100
Sill Construction Company.....	41 275
Simpson Construction Company.....	32 858

The Department and the Comptroller recommend the award of a contract to the Simpson Construction Company for this work and authority to the Comptroller and Secretary of the Board to execute the necessary contracts.

Another item in this program is architectural studies necessary for improvement and safety of the buildings in the Chicago Departments in accordance with the recommendations by the State and City Fire Marshals. The Physical Plant Department recommended a contract with Holabird and Root, architects, for architectural services at cost-plus percentage, the total not to exceed \$15,000.

I concur in the recommendations for the award of these contracts.

On motion of Mr. Davis, these recommendations were approved and contracts authorized as recommended.

**APPOINTMENT OF HAROLD S. DAWSON AS DIRECTOR OF  
CHICAGO PLACEMENT BUREAU**

(3) The Dean of Students recommends the appointment of Lieutenant Harold S. Dawson, USNR, as Director of the Chicago Office of the University Placement Bureau, established by the Board of Trustees, at a salary of \$7,000 a year. Lieutenant Dawson is Assistant Dean of the College of Liberal Arts and Sciences, on leave of absence for service in the Navy. There is reason to believe that if Lieutenant Dawson is appointed to this position he will be released from the United States Navy.

I concur in this recommendation.

On motion of Dr. Meyer, this recommendation was approved, subject to the approval of the advisory group.

**EMPLOYMENT OF COUNSEL FOR BOND ISSUE FOR  
CONSTRUCTION OF RESIDENCE HALLS**

(4) The 64th General Assembly has passed an act, which has been approved by the Governor, authorizing the Board of Trustees to issue revenue bonds for the construction of residence halls. It is desirable to proceed as promptly as possible in this program of construction and to take the fullest possible advantage of all authority given the Board. There will be a great deal of legal and other work involved in connection with such bond issues and it is essential that all proceedings and documents be in such form that they will be acceptable to investment bankers and their counsel.

This involves highly specialized work in which the firm of Chapman and Cutler of Chicago is most expert. In fact, bonds of this kind issued in this territory can usually be sold only with the approval of that firm. Dean Albert J. Harno, Legal Counsel for the University, recommends the employment of Chapman and Cutler to advise and assist the University in all matters relating to the issuance of bonds for the construction of residence halls.

I concur.

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

**CONSTRUCTION OF RESIDENCE HALL FACILITIES**

(5) The University of Illinois section in the Act of the 64th General Assembly of Illinois making appropriations for a state-wide system of public works includes an item of \$1,500,000 "for construction of students' residence halls and equipment." The General Assembly has also passed an act, which has been approved by the Governor, authorizing the Board of Trustees of the University of Illinois to issue bonds to finance the construction of student residence halls.

The Director of the Physical Plant Department recommends that:

1. Immediate construction be planned for those facilities which can be built within the State appropriation of \$1,500,000. It is estimated that the following can be constructed within this total:

a. A building of 221 apartments for married students, assuming (1) utility distribution system to be provided from other appropriations; (2) all land costs to be paid from other funds; (3) unit cost of buildings not to exceed 88 cents per cubic foot.

b. A residence hall for 201 women students (assuming a building cost not to exceed 85 cents per cubic foot).

2. As soon as these contracts have been let for the building and furnishings, and the costs of such construction are determined, steps be taken to secure such additional funds through borrowing as construction costs and net income available for amortization indicate to be possible.

3. When such additional funds are secured, contracts be let for the additional units which such funds make possible.

I concur in these recommendations.

On motion of Mr. Davis, these recommendations were approved.

#### **EMPLOYMENT OF ALVORD, BURDICK, AND HOWSON FOR ENGINEERING SERVICES ON WATER STATION AND SEWERAGE IMPROVEMENTS PROJECTS**

(6) At its meeting on June 30, 1945 (Minutes, page 507), the Board of Trustees authorized the employment of architectural firms for designing and preparing plans for buildings and other improvements in the University's new building program. At that time the Physical Plant Department did not have a proposal from the firm of Alvord, Burdick, and Howson, Engineers, Chicago, for engineering services on water station and sewerage improvements. The Director of the Department now recommends employment of this firm in the preparation of plans and specifications and the supervision of construction work on the water station and sewerage improvements projects. In accordance with that firm's proposal, dated July 5, 1945, a copy of which is hereby given to the Secretary of the Board for record, the contract with this firm, if approved, will provide for the payment of a fee of six per cent of the cost of the work, as measured by contracts let for its construction, for all services.

I recommend employment of this firm subject to the release of the state appropriations for the water station and sewerage improvements projects.

On motion of Mr. Davis, this contract was authorized as recommended.

#### **RECOMMENDATIONS RELATING TO PATENTABLE DISCOVERIES**

(7) In the course of research work on a military problem under a contract with the Army Air Forces, Professors D. G. Bennett and C. M. Andrews of the Department of Ceramic Engineering have developed a ceramic paint which was reported to the Board on June 30, 1945 (Minutes, page 504). The Board authorized application for a patent if in the judgment of patent counsel for the University this is advisable. Patent counsel is of the opinion that it will be difficult to secure a patent sufficiently broad to have commercial value. In view of this the Department of Ceramic Engineering and the Faculty Committee on Patents are recommending that the discovery be released to the Army Air Forces.

I concur.

On motion of Mr. Davis, this discovery was released as recommended.

#### **APPROPRIATION FOR IMPROVEMENT OF GREEN STREET**

(8) The Committee on Buildings and Grounds has had under consideration the repaving of Green Street between Wright Street and Mathews Avenue. Two plans have been proposed by the Physical Plant Department, viz.:

1. The construction of a four-lane pavement separated by safety islands, designed by Professor C. C. Wiley of the Department of Civil Engineering; estimated cost, \$50,000.

2. Black top surfacing over the present brick pavement, a temporary improvement until funds are available for complete reconstruction of the street; estimated cost, \$7,000.

I have been unwilling to recommend the first plan, involving an expenditure of \$50,000 and the removal of more than 40 trees, and so advised the Committee on Buildings and Grounds.

At the meeting of the Board of Trustees on July 26, Chairman Frank H. McKelvey informed me that he had canvassed this matter with the members of his Committee and they concur in my recommendation. I, therefore, recommend that the Executive Committee authorize the black top resurfacing improvement and that an appropriation of \$7,000 be made from the General Reserve Fund for this purpose.

On motion of Mr. Davis, this improvement was authorized, and the appropriation was made as recommended, by the following vote: Aye, Mr. Livingston, Mr. Davis, Dr. Meyer.

#### CONCRETE APRONS FOR AIRPORT

(9) The Supervising Engineer of the airport, Professor J. J. Doland, requests the assignment of \$20,000 for the construction of additional aprons to connect the hangar to the existing taxiways. Professor Doland recommends that this construction be done as an extension of the contract of John Felmley Company, if it can be arranged at a satisfactory price.

I concur in these recommendations.

On motion of Mr. Davis, these arrangements were authorized; the funds to be taken from the appropriation of \$125,000 already provided for the hangar.

#### LICENSING OF PATENTS

(10) The present standard form of "Agreement for Cooperative Investigation" used for research investigations sponsored by private industries and other agencies includes the following provisions relating to patentable discoveries, which are in accordance with the present policy and regulations of the Board of Trustees governing such matters:

"(7) It is agreed that all results of experimental work, including patentable discoveries, carried on under the direction of the scientific staff of the University, belong to the University and to the public and shall be used and controlled so as to produce the greatest benefits to the public.

"It is agreed that if patentable discoveries grow out of the investigation and such discoveries have commercial value, the Sponsor, upon payment of the entire cost of securing a patent, shall be given free use of the patent as a non-exclusive licensee, it being agreed that other licensees shall pay the University a royalty which in the opinion of the University is fair to the Sponsor and to the public.

"The Sponsor shall notify the University in writing whether it will pay the costs of filing an application and procuring a patent on any discoveries which may be patentable within sixty (60) days from the date when the University gives the Sponsor notice of any such discovery. In case the Sponsor does not wish to assume the expense of securing a patent, the University may, in its discretion, do so, and the Sponsor shall be given a non-exclusive license on substantially similar terms as other licensees."

The Monsanto Chemical Company of St. Louis has been contributing funds to the University for research work on insecticides, a joint project of the Agricultural Experiment Station and the State Natural History Survey Division. These funds have been granted in the past without any other restriction than that they shall be used for research in the field indicated. It is now proposed to formalize this arrangement by an agreement covering an investigation to be described as "General evaluation of chemicals and compositions of matter for insecticidal properties." The Monsanto Chemical Company has requested that the provisions relating to patentable discoveries, quoted above, be in this case modified to read as follows:

"(7) It is agreed that the results, including patentable discoveries, that grow out of the investigation and are made by an employee of the University,



shall belong to the University. The University agrees, as to patentable discoveries, that it will, on the request of the Sponsor and on the Sponsor's paying the cost of securing the patent, grant said Sponsor a royalty-free, exclusive license to the use of these discoveries for a period of five years following the issuance of the patent, and thereafter the license to the Sponsor shall be royalty-free and non-exclusive.

"If the Sponsor shall fail to indicate in writing its readiness to pay the cost of procurement of a patent by the University within sixty (60) days after notice of a discovery has been given to said Sponsor by the University, then said Sponsor shall be entitled only to a non-exclusive license on terms substantially similar to those accorded other licensees to whom licenses may be granted by the University."

I recommend that (1) the Board authorize the execution of an agreement with the Monsanto Chemical Company modified as indicated above; and (2) the Board Committee on Patents be instructed to consider this proposal as a general question, namely, as an alternate provision in all agreements covering research investigations when the sponsor requests the same.

The President of the University was requested to get further information on this matter and to refer it to the Committee on Patents and to the full Board.

#### DEDICATION OF AIRPORT

The Executive Committee discussed with President Willard and Professor Doland the organization for the dedication of the University of Illinois Airport on Friday, October 26, 1945.

President Livingston appointed Mr. Davis as chairman of the General Committee on Arrangements, with Professor J. J. Doland as a member and the Secretary of the Board as Secretary of the Committee, with authority to form a committee and to appoint the necessary subcommittees, the chairmen of which should be members of the General Committee.

The Executive Committee adjourned.

H. E. CUNNINGHAM, *Clerk*

PARK LIVINGSTON, *Chairman*  
CHESTER R. DAVIS  
KARL A. MEYER

## APPENDIX TO MINUTES OF JULY 25-26, 1945

## OPENING STATEMENTS IN HEARING OF DEAN BENNER

The following opening statements for the University and for Dean Benner are quoted verbatim from pages 3-21, inclusive, of the stenographic transcript of the hearing prepared by Mr. Copple, as corrected.

## OPENING STATEMENT FOR THE UNIVERSITY BY MR. MARSHALL

As attorney in this matter for the University of Illinois, by selection of the Board of Trustees, I wish to state that Judge Johnson, representing Dean Benner, and I have met twice discussing procedure which we would recommend to the Board of Trustees, and subject to your approval we have agreed to recommend that the witnesses all be sworn and that the hearing proceed much as a judicial hearing, with a brief opening statement by me and a brief opening statement by Judge Johnson, if he sees fit here after I have made mine or when he starts his part of the evidence.

In the introduction of witnesses we will endeavor to keep within the legitimate limits of the issue presented to the Board, and if we do not succeed the Board of course will control. We both agree that it would be unwise under all circumstances to attempt to apply strictly the rules of evidence and we both think considerable liberality should be indulged in that respect, and I rather imagine that Judge Johnson and I will be able to agree as between ourselves so that there won't be objections. If there should be objections upon which we don't agree, of course the Board will have to pass upon them, by the President, on such advice as he wishes to take.

Neither one of us is able to give any absolute assurance as to the length of the hearing. We will proceed as expeditiously as we can and we hope the members of the Board will be patient and bear up as well as they can in this heat. It is going to be pretty hard for all of us. We will make an honest effort to finish today, with an evening session. If we can't I would assume that the Board would indulge us by going over a few hours tomorrow morning. We hope that won't be necessary but if it is, in order to enable each of us to present what we think ought to be presented, we hope that the Board will be indulgent in that respect. I have made every effort to facilitate the presentation of evidence here expeditiously.

Now, any of our arrangements as to procedure of course are subject to the control of this Board. The statutes of the University, in Section 8-A provides that:

"The Dean shall be the chief executive officer of the College and he shall be responsible to the President for its administration.

"(b) He shall be elected biennially by the Board of Trustees by nomination of the President. On the occasion of each such election the President shall have the advice of the Executive Committee of the faculty concerned."

I have here and will introduce in evidence at the proper time the contract between the University and Dean Benner, which is in substantially the same form upon each renewal as to the appointment of the Dean. The last one, dated September 1, 1943, reads:

"Dear Sir: The Board of Trustees of the University of Illinois has appointed you to the following position in the University: Professor of Education on indefinite tenure and Dean of the College of Education for two years beginning September 1, 1943, at a salary of \$8,250 a year."

The next to the last paragraph of this printed form of contract reads:

"It is expressly understood and is accepted as a condition to this appointment that no right of continuance is established by the contract or by its fulfillment unless the appointment is of indefinite tenure, either by express statement or under the statutes of the University."

As to the issue before the Board in this case, President Willard in his recommendation to the Board has made no point as to the tenure of Dean Benner as Professor; that is not challenged, so that whatever the outcome of this hearing Dean Benner would remain as Professor.

The issue, as I see it, is presented by the communication by President

Willard, which we will prove, which I will read to you as a preliminary statement. On July 19, 1944, the Secretary wrote to Dean Benner as follows:

"At a meeting of the Board of Trustees of the University of Illinois, in executive session, on July 18th, the President of the University presented the following statement:

"Under the statutes of the University Deans and Directors are appointed for a term of two years, usually coinciding with the biennium. This term appointment in no way affects the tenure of such officers as professors. It limits, however, their tenure as administrators to a period of two years.

"In connection with the submission of the University budget for 1944-1945, I wish to advise the Board that I have informed Dean Thomas E. Benner of the College of Education that he will not be recommended for reappointment as Dean of the College at the expiration of his present two-year term as Dean. This action will not affect his tenure as Professor of Education.

"I am bringing this matter to the attention of the Board of Trustees now, since Dean Benner's name is carried in the budget for the second year of this biennium without any change in his status and in accordance with his present contract, but I shall recommend that his status be changed on September 1, 1945, in accordance with the action proposed above.

"This is submitted as a matter of record in connection with the 1944-1945 budget and for the information of the Board.

"Some of the Trustees who had previously been interrogated by representatives of the press about this matter asked the President to repeat the above statement in an open meeting of the Board in which newspaper reporters were present, and this was done."

That constituted a year's notice by President Willard to Dean Benner that President Willard would not recommend him as Dean of the College of Education after the expiration of his contract, on September 1, 1945.

It also made a formal record upon the minutes of this Board that such recommendation, negative recommendation, was pending before the Board of Trustees. That recommendation still stands and was confirmed a week or ten days ago by President Willard, who wrote to the Board another letter, in which he said that that negative recommendation still stood.

Now, Dean Benner requested a hearing before the Board of Trustees and that hearing was granted by the Board and is now about to start. The issue upon this hearing is whether or not this Board will accept or reject that recommendation by President Willard that Dean Benner be not continued as Dean of the College of Education after the expiration of his present two-year term as Dean. It does not affect his tenure as Professor. The sole issue is whether Dean Benner is to be reappointed Dean of the College of Education, or, rather, whether the recommendation that he be not appointed, be accepted or rejected.

Now, in any hearing upon this issue it is my conception that the Board of Trustees will examine the merits of President Willard's recommendation. After examining the merits of the recommendation I assume that the Board will see fit to determine whether it will be accepted or rejected. If the recommendation should be accepted, then in normal course President Willard, when he makes his recommendations for all Deans for the next biennium, would make a recommendation for a new Dean of the Department of the College of Education or for an acting Dean. If the recommendation is rejected then that would not result.

Now, I assume here that the issue is whether or not that recommendation of President Willard that Dean Benner not be reappointed Dean of the College of Education is arbitrary, without foundation, not in the interests of the University, or whether on the contrary that recommendation does have foundation, is not arbitrary, and is justified in the interests of the University.

I make that statement rather carefully, of what I understand the issue to be and what I will direct my evidence toward, partly for the reason that there has been so much publicity about a letter of June 3, 1944, which was signed by nine Deans, and which reads as follows—it will be introduced in evidence (this was directed)—addressed to the President:

"We wish to bring to your attention an observation which in time has given rise to a firm conviction that the College of Education lacks effective leader-

ship. A want of confidence in Dean Benner as head of that College has been apparent since an early period in his administration and has steadily increased, both on and off the campus, especially in recent years.

"It is our judgment that the College of Education can not develop satisfactory relations with the secondary schools of the State nor effective programs in teaching and research here at the University under his direction. We believe that he should not be continued as Dean of the College beyond the expiration of the present term of his appointment.

"We are making this statement as members of the University staff, each of whom has official obligations with respect to one or more of the important problems now confronting the administration of the College of Education."

That letter, which will be introduced in evidence, bore the signature of nine Deans. Dean Benner and his counsel have referred to this letter as constituting charges against Dean Benner, and there was an early characterization in one of the letters by the President referring to this letter or, rather, accepting Dean Benner's characterization of the letter as charges.

I do not think, myself, that is accurate. A more accurate characterization of the letter would appear to be that it places in writing, and was really expected to be confidential, the deliberations between the President and the principal executive officers of the University, the ones who have the principal contacts with Dean Benner, of their judgment about Dean Benner. The issue does not relate to June 3, 1944, it relates to July 25, 1945. The letter will be introduced in evidence. It has never been before the Board before but it does not seem to me to constitute charges.

Now, inasmuch as these Deans are the ones who were principally in contact with Dean Benner in his administrative duties, a number of them will be presented to you to testify. I will present a few of them, and Judge Johnson has asked that they all be available. For my purposes the calling of a few will suffice.

My reason for introducing evidence here is merely to indicate to the Board and to have before the Board at the outset some of the basic reasons why President Willard saw fit to make the recommendation which is now pending before this Board, that Dean Benner be not continued after the expiration of his contract, on September 1, 1945.

#### OPENING STATEMENT FOR DEAN BENNER BY MR. JOHNSON

MR. JOHNSON: Members of the Board: I think I would like to state our viewpoint on what the real issue here is. I don't know whether Mr. Marshall and I are just engaging in a bit of semantic exercise here, but maybe it is largely a matter of words, I think perhaps it comes down to the same thing, but I would like to state my interpretation of what the issue is before this Board. I think it is a little bit wider and little bit larger than stated by Mr. Marshall, although he states it in essence.

And I want to say at the outset, just in case we get into arguments, as lawyers sometimes do, that it has been a great pleasure to work with Mr. Marshall in making these arrangements in so far as I have been given an opportunity to express my opinion about the arrangements for this hearing. I was not sure that I could trust myself to state the issue without putting it on the record and I think I will therefore, to make sure that I say this the way I want to say it, follow pretty closely a statement that I had here, a copy of which I will hand you, Mr. Marshall, later, and I think I have enough copies to be passed around for each individual member of the Board.

Now, first of all we endeavor on the characterization of the—

PRESIDENT LIVINGSTON: The record might show that another Trustee, Mr. Walter McLaughlin, just entered the meeting.

MR. JOHNSON: I might repeat, so that the member who just arrived may know what I am driving at, that I am undertaking, Mr. McLaughlin, to state our theory of the issue before the Board. Mr. Marshall has just finished stating his conception of it.

First of all, I disagree somewhat with the statement of counsel that there are no charges before the Board and that no charges were made against Dean Benner and that the issue is simply whether a recommendation is to be approved. Now, that may be stating it a little too baldly, but that is approximately what it comes to, I think. I do not intentionally mean to misstate counsel's position but

is that approximately your position, that there are no charges but the question before the Board is the recommendation to the Board that Dean Benner be not approved?

MR. MARSHALL: The way I thought I expressed it, the issue was whether the recommendation of the President was arbitrary and without foundation in the interests of the University of Illinois or whether it is not. I will grant we are talking to some extent semantics on our differences.

MR. JOHNSON: That isn't quite the question I raised. I thought you said you did not regard that any charges had been made.

MR. MARSHALL: That is true.

MR. JOHNSON: That is the point I wanted to get. I do, and I think the record clearly shows—and we expect to establish that to the satisfaction of this Board—that the record shows that charges in writing were made and that upon these charges the recommendation is based, and upon the validity of these charges, among other things, will turn the decision of this Board, whether to approve or to reject the recommendation.

Now I want to call the attention of the Board just in passing to another statute, Section 26 of the University statutes, and after all they are just the rules of the Board anyhow, but I want to call attention to them in view of Mr. Marshall's calling attention to the statute governing the appointment. That statute explains the reason why we are here and why we asked for a hearing.

"Every appointment must be made on the merit basis."

Now, that is stating a very fundamental principle in very few and wholly unmistakable terms. That is why we are here: "Every appointment must be made on the merit principle." Therefore the fundamental question before the Board naturally is, as Mr. Marshall said, this Board may have the power to be arbitrary but it is not supposed to act arbitrarily. So we are confident of the fundamental purpose of this Board to act in all matters involving the University upon the merits and upon the evidence bearing upon the merits; we asked for a hearing and we are here for that purpose.

Now, in this statement I just recite some preliminary matters leading up to the granting of the hearing on the 30th of June, this year. That is one of the reasons for our being here.

The other reason and in my view by far the more important from the standpoint of the University is the method by which the President of the University and his collaborators chose in their joint enterprise to destroy Dean Benner as Dean of the College of Education. This method and this procedure are before you for approval or rejection. From this there seems to me to be no escape. Now, you understand I am presenting our theory on this case: "This method and this procedure are before you for approval upon the facts which we propose to lay before you."

Your action in this case can not hurt Dean Benner professionally, for his professional character is established in this country beyond the power of this University to damage or destroy, even if it were inclined to do so, which of course I do not charge. That we shall establish by competent and unbiased testimony. You can hurt him by forcing him out of his position only because his age is such that normally younger men are sought for important administrative positions.

The real victim, the truly injured party, in our view, should you approve the procedure in this case, and approval would necessarily be implied in Dean Benner's demotion, is the University of Illinois itself, whose welfare you hold in sacred trust, a trust that must come before every consideration of personal feeling or personal opinion, always, in all cases and in all circumstances.

We shall prove, by what we think is convincing testimony, that the methods pursued by President Willard and his collaborators in this case are widely at variance with the University's accepted standard methods of procedure, and if the methods be approved by this Board the result will be that Illinois will become even more than it is now a blighted area, to be avoided by men and women of talent or promise, should you put the stamp of approval upon this attack upon one of your Deans. And I would have stood here and said exactly the same thing, no matter who that Dean might have been. It just happens that it is Dean Benner.

Should you put the stamp of your approval upon this attack on one of your

Deans whose tenure is biennially put at the mercy of an administration which for any reason or no reason thinks it has the power to remove them, incalculable harm will result to the school. No matter what happens in this case, this vicious condition at Illinois should be corrected and your Deans given some semblance of reasonable tenure.

The President of the University, perhaps after he began to realize whither the unusual procedure adopted in this case was leading him and his colleagues, has, through interviews and press statements, steadily tried to ignore, and persuade the public to forget that in July, 1944, he claimed that his action against Dean Benner was based on written charges which he then said were the only charges against the Dean and the only charges which the nine had made against him. With a startling lack of intellectual candor he and others have recently endeavored to have it appear that this is the ordinary case where an instructor or some person on a temporary or term appointment is not recommended for reappointment for another term. He now overlooks the fact that in such cases no charges are made a part of the records of the institution, branding forever the victim and destroying his reputation. The question before this Board now is not whether an ordinary or routine recommendation of the President should be accepted as it ordinarily, of course, would and should be; the ultimate question is whether his recommendation concerning Dean Benner can be approved by this Board without serious injury to the University.

I want to say that again, because I firmly believe that this statement represents the correct position of this Board. The ultimate question is whether his recommendation concerning Dean Benner can be approved by this Board without serious injury to the University. And I pause to interject the statement here that that is the question before this Board ultimately upon every recommendation that the President may make to you for action concerning the University, whether it can be adopted and should be adopted, having in mind the interests of the institution which is in your keeping. This can be answered only by the Board itself, in the circumstances of this case. And for the decision this Board alone will be held responsible by the people of this State and by the men and women in the United States interested in soundness and integrity in educational administration and academic procedures.

To answer this question this Board will have to examine testimony and exhibits with the most conscientious care, with open minds, uncolored by preconceptions of every kind. You sit like a Court to decide whether charges in writing on which the President of the University has repeatedly said he based his action against Dean Benner, and on none others, are true and of sufficient substance to justify a recommendation that a man who has served for fourteen years as Dean should be demoted and incidentally disgraced in the process, because don't let us quibble about anything on this point, you can not demote a man who came here as Dean without disgracing him in the process, even if you leave his tenure as Professor alone, which of course has to be done.

Such is the question before you, for on these charges you granted a request for hearing, and to these charges we propose to address our proof. The burden is not on the man accused to disprove the charges filed against him, the burden is on the men who made them and on your agent, who says that he is acting on them. He has no right to expect you to accept blindly any recommendation, if it be arbitrary and without substantial support in reason. You have no right to act on the opinion of any one unless it be supported by good reasons, for you are the guardians of the public interest. Nevertheless, we propose to offer affirmative proof that these charges are without substance or foundation in fact.

We also propose to prove that approval of the unprecedented procedure here adopted would be nothing less than a crime against the University, which, considering the resources of the State of Illinois, ought to be and can be, under sound and honorable leadership, one of the great universities in the United States.

It is respectfully submitted that the question before the Board can best be and should be stated this way in its ultimate essence: Can the recommendation of the President to demote Dean Benner, when all the circumstances are considered, be approved without grave detriment to the University. Now, we think, members of the Board, that the evidence will show that that can not be done, at least in our view of the evidence.