

Minutes of the Board of Trustees, University of Kentucky,  
for its regular quarterly meeting on Friday, November 24, 1922.

The Board of Trustees of the University of Kentucky met in regular quarterly session at the University of Kentucky, on Friday, November 24, 1922, at 11:30 a. m. in the President's office. The following members were present: Superintendent George Colvin, Senator H. M. Froman, Mr. J. R. Rash, Mr. Robert G. Gordon, Judge Richard C. Stoll, Commissioner Rainey T. Wells, Mr. Frank McKee, Mr. W. H. Grady, Mr. Howard P. Ingels. Frank L. McVey, President of the University, and Wellington Patrick, Secretary of the Board, were also present.

The minutes of the June meeting of the Board and the minutes of the Executive Committee since the last meeting of the Board were approved as published.

(1) Disposal of Old Requisition Forms. Upon the suggestion of the Business Agent, requisition forms of two years' and more standing were, upon motion, ordered destroyed.

(2) Delay in Receiving Money from the Auditor. The Business Agent informed the Board that delays are frequent in securing money from the State Auditor, resulting in the necessity of borrowing money to cover the monthly payroll. He indicated that if it were possible for the Auditor to pass promptly on all requisitions sent to him, the University would be saved something in the way of interest on funds so borrowed. After discussion, the matter was referred to Mr. Wells with the request that he discuss the matter with the Auditor.

(3) The Will of James K. Patterson. The Committee on the Patterson Will, consisting of President McVey, Judge Stoll and Mr. Gordon, made a report on their examination of the will. After discussion, the motion was made by Mr. Gordon and duly seconded, that the University accept the provisions of the will of the late Dr. James K. Patterson, particularly Sections 13 and 14; that the Board hereby designates the University Library as the place where the books shall be kept, and hereby asks the executors to turn over Doctor Patterson's library to the University of Kentucky within the time specified in the will. The Secretary was directed to forward a copy of this resolution to the executors. After discussion, the motion was unanimously carried.

(4) Conferring of Degrees. The following communication from the Registrar was read and ordered incorporated in the minutes.

November 24, 1922

To the Members of the Board of Trustees  
University of Kentucky

Gentlemen:

The Senate of the University of Kentucky certifies to you that the following persons have completed the courses of study required for the degrees indicated and recommends that the same be granted:

Bachelor of Arts

Ollie Depew  
James Newman Faulconer  
Olive Myrtle Moore  
James Ray Pepper

Bachelor of Science in Agriculture

Paul Wallace Gregory  
Harold Bowers McGregor  
Lloyd Liston Rudolph  
Harry Bryan Waller  
Joseph Rutledge Whitmer  
Jack C. Van Cleve

Bachelor of Laws

James March Allen  
Evert Balie Baker

Mechanical Engineer

George Lewis Jackson

Mining Engineer

William Christopher Eyl

Respectfully submitted

(Signed) Ezra L. Gillis  
Secretary to the Senate.

On motion, duly seconded and unanimously adopted, it was authorized that the degrees recommended be conferred.

(5) Gift of Maxwellton Park by Professor A. M. Miller. A memorandum from Professor E. L. Gillis was read and ordered incorporated in the minutes. The memorandum was as follows:

November 24, 1922

My dear President McVey:

I am attaching a list of candidates for degrees.

You will recall that I reported to you that Professor Miller was interested in transferring Maxwellton Park to the University. I understood from his conversation that if a fair evaluation were placed on it and the University would pay him interest on it while he lived, he would make them a deed to the property. He suggested that it would be a good place for the auditorium.

I am giving you this note now, so that if you care to, you may make any report you desire to the Board of Trustees.

Very truly yours

(Signed) Ezra L. Gillis.

After discussion, the following motion was made, seconded, and unanimously carried: That the Board of Trustees greatly appreciate the suggestion of Professor Miller to give Maxwellton Park to the University of Kentucky, and that a committee consisting of President McVey and Judge Stoll be appointed to enter into negotiations with Professor Miller with power to act.

(6) Application to Use Scovell Park for Base Ball Grounds. The following communication from Mr. George R. Smith of Lexington, Kentucky, was read and ordered incorporated in the minutes.

November 21, 1922

Honorable Frank L. McVey  
President, University of Kentucky  
Lexington, Kentucky

Dear Sir:

The Lexington Rec Base Ball Club desires to move its ball park from its present disadvantageous location to that part of the city dump (partially behind a tobacco warehouse) across the street from the Campus of the University of Kentucky.

Lexington is hungry for a successful baseball club. The public must be encouraged to attend, that a winning team may be afforded. The location of the park materially affects the attendance. We have unsuccessfully tried to locate a desirable place in or near the city. This is the only one available.

This land can be secured from the city, subject to the permission of the University. If it is possible for you to approve of our going there, such will be greatly appreciated. Personally, I can see no material harm to the University, as the baseball season is principally in progress during vacation.

I will appreciate a letter from you expressing an opinion as to the attitude of the University on the subject.

Very truly yours

(Signed) George R. Smith.

After discussion, the President was authorized to send the following letter to Mr. Smith.

5.

November 24, 1922

Hon. George R. Smith  
Security Trust Building  
Lexington, Kentucky

My dear Mr. Smith:

While I have no desire to interfere at all with the conducting of baseball in this city, I may say that the Board of Trustees has expressed itself very frequently regarding the matter of the use of Scovell Park for any other purpose than that for which it was originally intended. To establish a Baseball Park on that land, when the University is endeavoring to make some progress in clearing up the situation around about the campus, would be a great mistake. I am sure that I voice the sentiments of the Board of Trustees, the faculty and the citizens in this part of the city, in stating that they would be opposed to the establishing of the Baseball Park on this ground.

With regrets that I feel that I must oppose the establishment of a Baseball Park on the land designed for the creation of Scovell Park, I remain

Sincerely yours,

(Signed) Frank L. McVey  
President.

(7) Contract with the Fayette Grain and Feed Company for Purchase of Coal. President McVey stated to the Board that the Fayette Coal, Grain and Feed Company, Lexington, had made a request that the University make up the loss on coal which they were having by reason of the wage increase. He indicated that the amount involved would be about \$2500. The following correspondence with respect to the matter was read and ordered incorporated in the minutes.

November 8, 1922

President F. L. McVey  
University of Kentucky  
Lexington, Kentucky

My dear President:

Attached you will find a letter from the Fayette Coal, Grain & Feed Company, and also copy of our contract with the above named company. The letter, with reference to advance in cost of mining coal, shows an increase in cost of approximately seventy cents per ton. The Fayette Coal, Grain & Feed Company feel that they should not stand this loss. The clause on the yellow sheet governing this increase in cost is embodied in standard forms gotten out by the government. However, our contract did not carry this clause. It did carry the clause relative to increase or decrease in freight rates.

The City Schools have had to pay an increase of sixty-three cents per ton on their contract, in order to secure their coal. Their contract is with the Kinkead Coal Company, but was made out on one of the government approved contracts carrying the increased labor cost clause.

Would you take this matter up with the Executive Committee so that I may give the Fayette Coal, Grain & Feed Company an answer?

Very truly yours,

(Signed) A. O. Whipple  
Supt. Bldg. & Grds.

November 6, 1922

Mr. A. O. Whipple, Sup't B & G.  
University of Kentucky  
Lexington, Kentucky

Dear Sir:

Referring to recent conversation. For the past four or five years, all fuel contracts have carried a wage provision, just as they have carried the freight rate provision - please note the enclosed copy of

government-approved contract form which, you will find, has been used, generally, the past few years and, also, acknowledgment form and letter, each of which carry the provision.

A wage advance at the mines from which we are furnishing your coal has recently become effective. This advance, we are sure you will agree, should be protected by your Institution and we shall be very greatly obliged if you will promptly handle through proper channel for authority to pay this wage difference, advising.

The wage advance is, approximately, seventy cents per ton, to be determined exactly by checking records by University of Kentucky representative.

Yours truly

(Signed) J. M. Outten  
Sec'y-Treas.

June 23, 1922

1922-1923 COAL CONTRACT

THIS AGREEMENT made and entered into this the twenty-third day of June 1922 by and between the Fayette Coal, Grain & Feed Company, PARTY OF THE FIRST PART and the University of Kentucky, PARTY OF THE SECOND PART, both of Lexington, Kentucky, WITNESSETH:

That the PARTY OF THE FIRST PART has this day sold and does hereby bind itself to furnish to the PARTY OF THE SECOND PART FOURTEEN HUNDRED (1400) tons more or less of straight Run of Mine Coal from #4 Vein coal in the Hazard Field, shipped from Combs and Rytip, Perry County, Kentucky, this coal being the identical coal furnished the PARTY OF THE SECOND PART for the school year 1921-1922. The coal to be delivered on the grounds and in the buildings of the PARTY OF THE SECOND PART as designated by that PARTY at the price of FIVE DOLLARS (\$5.00) per ton, at the present freight rate of ONE DOLLAR AND SEVENTY CENTS (\$1.70) per ton, the PARTY OF THE SECOND PART to receive benefit of any and all decreases in freight rates and to the PARTY OF

THE FIRST PART to receive benefit of any and all increases in freight rates that may be made during the period of delivery of the coal under this contract which rates are applicable to the coal shipped.

The PARTY OF THE SECOND PART agrees to receive said coal and to pay for same on or before the tenth of the month succeeding delivery on the basis above agreed upon.

Car weights are to govern the tonnage shipped and the delivery is to be made as the needs of the PARTY OF THE SECOND PART may arise and so that there shall always be at least a surplus of one hundred tons on the grounds of the PARTY OF THE SECOND PART.

The bid of the PARTY OF THE FIRST PART is attached and made a part hereof.

Witness our hands date first written.

F. YETTE COAL, GRAIN & FEED COMPANY

UNIVERSITY OF KENTUCKY

By \_\_\_\_\_

By \_\_\_\_\_

Freight rates decreased 17¢ July 1, making our delivered cost \$4.33.

After discussion, a motion was made by Mr. Gordon and duly seconded and carried, stating that it is the opinion of the Board that it can not legally increase the amount of money to be paid for coal when it is not so provided in the contract; that the Board acts only as a trustee for public funds and for this reason especially, it regards such action on its part as being illegal. The Board, therefore, regrets that it can not grant the request to alter the contract which has been duly executed.

(8) Resolutions on the death of Judge W. T. Lafferty. The following resolutions on the death of Judge W. T. Lafferty were offered, seconded, and adopted:

The Board of Trustees of the University learns with regret, of the passing of Judge W. T. Lafferty. He has been unfailing in the work of building the College of Law. He has contributed to the upbuilding of the University as a member of the Board, as Comptroller, and as Dean of the College of Law. As a citizen, his life was a model. He was fearless and faithful in his



ideals of good citizenship, and he was a constant inspiration to the students under his charge in manhood and high professional ethics. Judge Lafferty contributed much to the work of the University and to the Commonwealth, and his passing is an occasion for profound sorrow to the Board of Trustees.

(9) Salary of Judge Lafferty continued. A motion was made, seconded, and unanimously carried, that the salary of Judge W. T. Lafferty be continued until the end of the fiscal year and paid to Mrs. Lafferty.

(10) Proposal of Tamblyn and Brown for a \$1,000,000 Campaign. The correspondence with Tamblyn and Brown for a \$1,000,000 campaign for the University was brought up and various communications, with respect to the reliability of the firm, were examined and the proposal discussed at length. A motion was made by Mr. McKee and seconded by Mr. Ingels, providing that the University enter into contract with Tamblyn and Brown for the conduct of such a campaign. After discussion, a yeas and nays vote was taken resulting as follows:

## Yeas

Mr. Colvin  
Mr. Rash  
Mr. Grady  
Mr. McKee  
Mr. Ingels

## Nays

Judge Stoll  
Senator Froman  
Mr. Gordon  
Mr. Wells

Mr. Colvin stated to the Board that he did not believe that the University should enter into a campaign of this kind unless there were more unanimity of opinion on the part of the Board. He, therefore, requested permission to change his vote to nay. The motion was lost.

The Board adjourned, to meet at an early date for reconsideration of the matter.

Respectfully submitted

Wellington Patrick  
Secretary of the Board.