

Irregularities

Minutes of the Meeting of the Executive Committee
of the Board of Trustees of the University of Kentucky for its
regular monthly meeting February 19, 1919

The Executive Committee of the Board of Trustees of the University of Kentucky met in regular session in the President's office at the University of Kentucky at 11 a. m., February 19, 1919. The following members were present: R. G. Gordon and P. P. Johnston, Jr. Mr. Stoll, the chairman of the Committee, was unable to be present and Senator H. M. Froman attended in his place. President Frank L. McVey was ill and unable to be present at the meeting. Wellington Patrick, the Secretary of the Committee, was present.

The meeting was called to order by Senator Froman, and on motion made and seconded, the minutes of the previous meeting were considered as read and adopted.

At the suggestion of President McVey, Dean Thomas P. Cooper was invited to appear before the Committee to present some matters pertaining to the Experiment Station.

(1) Dean Cooper read to the Committee a number of letters pertaining to the resignation of Dr. Fred A. Lutchler, director of extension, explaining that Doctor Mutchler had tendered his resignation effective June 30, 1919; that Director Mutchler was resigning to take a position as state agent for D. C. Heath and Company of New York and Chicago. Dean Cooper indicated that Doctor Mutchler's decision to resign was reached only after careful consideration and his desire to accept a position with greater financial advantages was the chief factor in determining the matter. Dean Cooper indicated that the matter had the approval of the President and recommended that the resignation be accepted to take effect June 30, 1919. In the discussion which followed the members of the Executive Committee expressed regret that this action was deemed advisable and referred to the long period of service in which Doctor Mutchler had been engaged with the Institution. Dean Cooper indicated that Doctor Mutchler's advice and counsel was needed at least until June 30, and stated that Doctor Mutchler had brought the Agricultural extension work of the State from a very small organization to one that was a benefit and assistance to practically every farmer and home in the State. On motion made by Mr. Johnston, and seconded by Mr. Gordon the recommendations of the President and Dean of the College of Agriculture were concurred in, and the President was authorized to grant to Doctor Mutchler from time to time, prior to June 30, such leave of absence as he deemed wise.

(2) Dean Cooper then stated to the Committee that after full discussion, the President had decided to recommend to the Committee that Dean Cooper should be designated as director of extension and that Mr. Thompson R. Bryant be designated senior assistant director of extension and Mr. Geoffrey Morgan be made assistant director of extension. In view of the increased duties and responsibilities, Dean Cooper stated that the President had decided to recommend that the salaries of Mr. Bryant and Mr. Morgan be each made \$3,600, effective July 1, 1919.

On motion made by Mr. Gordon, seconded by Mr. Johnston, the recommendation of the President was approved.

(3) Dean Cooper then presented a statement regarding the matter of mileage for owners of motor vehicles discussed at a previous meeting as follows:

February 18, 1919

President F. L. McVey,

University of Kentucky.

My dear President McVey:

Under date of November 30, last, I submitted the following recommendations:

The administrative authorities of the University of Kentucky my authorize the use of personally owned motor vehicles and the payment of mileage incurred in actual and necessary travel in the performance of duties, at the rate of six cents a mile. Such expense may be incurred only when the vehicles are necessarily used as a means of transportation. Each individual to whom the privilege is extended shall be given direct authorization from administrative authorities and mileage for which charge is made shall be audited and checked as are other accounts.

The matter was referred back by order of the Executive Committee, with the request for additional information. The purpose of allowance of mileage is to reimburse, partially at least, the owner of the car, who is our employee, for its use. The reimbursement is for the purpose of paying for gasoline, oil, repairs to the car, tires and various features of upkeep and depreciation, payment to be made

while the car is used for official purposes only. Previous to this time, we have allowed for gasoline and oil only. This is unfair to the employee and we believe results in lowered efficiency, as one can scarcely expect a person working on a salary to cover the territory he should when he is but partially reimbursed for the expense involved.

Practically every state allows for mileage or a fixed monthly rate for use of car. Out of 35 states with which we have taken up the matter, 26 are paying a flat rate a mile to persons using automobiles, varying from 6 to 11 cents, depending upon the character of roads and the conditions that prevail in the state. The prevailing average rate would be approximately 7 cents. The federal department thru its various organizations allows 6 cents. Five states pay the entire expense of the automobile or provide for a fixed rental charge from the owner at so much a month, and two arrange that the county shall pay the expense.

I enclose copy of a form which is to be used in rendering the account. This requires a statement of the place of departure and the number of miles traveled. This account is checked up with the weekly report rendered by the county agent showing the work that has been carried on.

I trust that either in the manner recommended or in some other satisfactory way, authorization may be given to make payment for personally used automobiles. The rate requested is low -- lower than for which one may actually operate a car at the present time.

Yours very truly,

Thomas P. Cooper,

C:G

Dean and Director.

After discussion the recommendation was approved, subject to the approval of the President, with the request that the Dean of the College of Agriculture make a report at the December meeting of the Board in order that it might be known whether or not it was wise to continue the practise.

(4) Dean Cooper then presented the following communication relative to a soil experiment field in Taylor County:

February 18, 1919

President F. L. McVey,

University of Kentucky.

My dear President McVey:

Some time ago, we requested authority from the Board of Trustees to accept certain land in Taylor County for the purpose of carrying on a soil experiment field. The fiscal court of Taylor County has forwarded the order and deed for our acceptance. I desire to recommend that the University of Kentucky accept the deed to 23.56 acres of land as provided for in the accompanying conveyance, and that the director of the Agricultural Experiment Station be authorized to accept the same for the institution.

I may add that the conveyance uses the wording as provided by the Board of Trustees, but in taking up the matter with Mr. R. C. Stoll, he suggested a change in the phrase "from any unavoidable cause become unfitted for experimental work". I have considered the matter carefully and believe that Mr. Stoll's advice would be a greater protection to the Institution, yet in order to make the change suggested, a special meeting of the fiscal court of Taylor County is required and a new deed and conveyance from the Crittendens, who are selling this land, is necessary. It appears to me, therefore, that we are accepting this land in good faith and they are giving it to us in the same manner, it is unnecessary to make these further arrangements. Mr. Stoll suggested using in place of the phrase mentioned above the phrase "in the opinion of the University of Kentucky".

Yours very truly,

Thomas P. Cooper,

C:G

Dean and Director.

On motion duly made and seconded, the suggestion was approved.

Dean Cooper then withdrew from the meeting and the Committee proceeded to take up other matters such as could be disposed of in the President's absence.

(5) The Secretary of the Committee then presented an opinion from Attorney General C. H. Morris pertaining to the annuity of Doctor James K. Patterson. On motion, duly made and seconded, the opinion was ordered incorporated in the minutes, and referred to the Board of Trustees for further action. The opinion is as follows:

5.

Frankfort, Kentucky,
January 30, 1919

Honorable E. C. Stoll,

Lexington, Kentucky.

Dear Sir:

I have yours of the 26th of December, 1918, which sets out the controversy between Dr. James K. Patterson, formerly President Emeritus of Kentucky University, and the Board of Trustees of said University, in relation to claim of payment of salary alleged to be due to Doctor Patterson.

I should have given you a reply much sooner but for the fact that this department has been unusually busy during the past thirty days.

Permit me to say that I approach any suggestions looking to a decision of this matter with some hesitancy, because of the fact that should it seem clear to me that Doctor Patterson is entitled to his claim and the trustees should not feel themselves inclined to abide by my decision or suggestions and should act so as to necessitate court proceedings, I might be placed in a somewhat embarrassing position. However, since I have been accustomed to thus being placed and have become somewhat hardened, I shall venture the following conclusions or suggestions:

The four questions submitted by you are to my mind mostly of a legal nature and there is very of the fact to be deducted, since as I read the exhibits, letters and suggestions presented by the parties to the controversy, there is little disagreement as to the facts pertaining to the entire matter. I shall adhere, as nearly as possible, to the "Memorandum relating to the annuity of Dr. James K. Patterson, President Emeritus", as furnished by the Secretary of the Board, referring occasionally to facts or statements taken from other files furnished me.

It appears that on or about December 14, 1909, Doctor Patterson expressed a desire to retire from the office of President of the University and made known to the Board his desires, and at the same time expressed certain terms upon which the retirement would result.

At a meeting of the Board of Trustees on December 14, 1909, a Committee recommended to the Board the conditions upon which Doctor Patterson should retire as President of the Institution.

"First: That President Patterson be paid 60% of his present salary of \$5,000 a year, in equal monthly installments.

"Second: That President Patterson be designated President Emeritus of the University and that he continue a member of the faculty.

"Third: That he be permitted to sit with the Board of Trustees in its annual and semi-annual sessions and participate in the deliberations of the Board without a vote.

"Fourth: That he be recognized as adviser to and affliator with the Vice President until a new president is elected.

"Fifth: That he be given the privilege of representing the University at meetings of the National Associations, Kentucky Teachers' Association, District Associations, County Associations and High Schools of the Commonwealth, and that when he did so represent the University all his expenses be paid by the University, but the privilege of representing the University shall not be exclusive nor take precedence in such representation over that of the new president at such meetings.

"Sixth: That the University rent to President Patterson the house and premises he now occupies for and during the remainder of his life for an annual rental of \$240."

Upon the adoption of the foregoing report, President Patterson submitted his resignation, to take effect between January 1, and June 1, 1910. I gather from other files than the one referred to above that President Patterson's resignation became effective January 10, 1910.

At a meeting of the Board of Trustees, May 30, 1911, President Barker (who has in the meantime been elected President) raised the question of the legality of the pact under and by which President Patterson and the University had been acting up to that time. Acknowledging his responsibility for what he terms the "error" by which the funds were divested, he asserted that the Board was without authority of law to do what it had done.

The report of President Barker, above mentioned, was referred to a Committee composed of Mr. Ellsworth Regenstein, Mr. T. L. Edelen and Mr. Hywell Davies.

On the same day (May 30, 1911), the Committee, in a signed report, recommended as follows:

"We approve the report in full and recommend that the Executive Committee be empowered and directed to carry into effect the recommendations embodied therein, except as to so much of the report as

touches the annual salary now being paid to the President Emeritus. As to said salary, we recommend that same be continued. Signed: T. L. Edelen, Hywell Davies, Ellsworth Regenstein. On motion this report was unanimously adopted."

Nothing further seems to have been done about the matter in question until October 3, 1911, when a committee composed of Messrs. Clay and Nichols were appointed to take up with President Patterson a matter of an alleged overdraft in favor of President Patterson on the last year of service as President of the University. This Committee reported back that they had met with President Patterson, but were unable to reach an agreement. Thereupon motion was unanimously adopted that "no further payment of money be made by the State University to President Emeritus James K. Patterson until this matter is adjusted".

At a meeting of the Board held on April 12, said meeting being called for several specific purposes, one of which was as follows: "and to consider action on, reaffirm or appeal the order of the Board of Trustees made December 14, 1909, prescribing the conditions of the resignation and retirement of James K. Patterson, as President of the University."

I assume that the word "appeal", as written in the orders, may, without question, be construed to mean "repeal", and that the Board intended to consider action upon the appointment of President Patterson as Emeritus, as well as to consider the matter of his resignation. It would appear so from the use of the words "prescribing the conditions".

At this meeting (April 12, 1912), President Barker offered a resolution that the contract of December 14, 1909, between the Board of Trustees and ex-president Patterson be set aside and held for naught.

Some member of the Board then made the suggestion that the action about to be taken was an effort to "adjust discordant elements in the University", and suggested that if action be delayed for a few hours an amicable adjustment might result.

Thereupon a committee composed of Messrs. Clay, Davies and Terrell were by motion appointed to take up the matter and report later in the day.

The committee later reported that it had met with President Barker and President Emeritus Patterson, and that both had agreed to this: "That President Patterson was to have his pension and retain his residence on the grounds at \$20 a month, but on the other hand, President Patterson was to give up all official connection with the University; to resign his trusteeship by the first of June; to resign his position on the faculty; to resign his position on the

Library Committee; to give up his office in the Library and all connection with the Library; to pledge himself not to criticise adversely the present administration; to be absolutely neutral and to assist the administration." On motion of Mr. Stoll, the Committee adopted this report by a vote of 12 to 0.

However, at a meeting held on August 5, a statement was read by President Patterson in which he refused to comply with the agreement between himself and the Board, of date April 12, 1912. The reasons why do not appear in the records, but the President Emeritus, in a writing filed with the papers, says it was because some of the parties to the agreement appeared not to be acting in good faith and that the payments were not resumed.

Thereupon at the same meeting (August 5, 1912), the following resolution was adopted by a 9 to 2 yea and nay vote:

"Whereas a special committee was appointed by the Board of Trustees of the State University of Kentucky to take up with James K. Patterson, as President of this University, the question of his retirement; that the committee on December 14, 1909, at a regular meeting of this Board made its report which was adopted and which was as follows: (See supra resolution of date December 14, 1909.)

"Now, therefore, be it resolved that the whole of said report or resolutions be set aside and held for naught as of this date."

I have emphasized the words "as of this date" simply because it appears that these words were not in the original, but were added by way of a motion to amend. And, digressing from a mere recital of the facts, we may here say that this action fixes beyond doubt the time of the cancellation of the agreement of December 14, 1909, and so far as we see this may now be dismissed out of any discussion.

Resuming our statement: It was then moved by Mr. Stoll that the proper officer be directed to issue a check to President Patterson for the amount of his allowance. Mr. Terrell moved that the motion be postponed until some action was taken in the courts. Mr. Terrell's motion prevailed.

However, I find that the minutes of the Executive Committee in the meeting April, 1912, shows the following:

"Upon motion made, seconded and unanimously carried, the money due Dr. James K. Patterson, on his retiring allowance, shall be paid him whenever he sends to the Chairman of the Executive Committee, to be handed to the Board of Trustees, his resignation as a member of the faculty; his resignation as a member of the Library Committee, and also a statement of relinquishment of his claim to

an office in the Library Building on the campus. The chairman of the Executive Committee, Mr. Nichols, will furnish him a copy of this order."

In 1913, an effort was made to reopen the original question of Doctor Patterson's annuity by petition, wherein it was asked that Doctor Patterson be reinstated to his annuity. The matter was referred to a committee composed of Mr. Davies and Mr. Carpenter, who later reported that they were unable to reach any conclusion, "and asked to be excused from any further connection with the matter".

In 1914, the Board of Trustees appointed another committee, of which Senator Camden was a member. Senator Camden fell ill and the matter was dropped.

On December 20, 1918, Doctor Patterson submitted his claim by way of statement, holding that the University owed him nine monthly payments of \$300 each, from October 11, 1911, to June, 1912, inclusive, which amounted to \$2,700 and interest thereon for five years, fourteen months and fifteen days, amounting to \$870.75, the total claim being \$3,570.75.

No action seems to have been taken on the claim by the Board of Trustees or the Executive Committee, but it appears that at a meeting of the Executive Committee, on July 17, 1918, the matter of the claim was taken up and discussed and referred to the Attorney General for an opinion.

The foregoing seems to be undisputed facts. They are completely borne out by the records, as shown by excerpts furnished me, and I assume them to be accurate.

The questions propounded to me by the Committee are as follows: (a) Did the Board of Trustees do a legal act in granting the pension? (b) If they did, was the pension annulled by their act of October 3, 1911, and can interest and additional payment be called for from that date? (c) If they did not act legally, is it incumbent upon Doctor Patterson to return the amount paid to him?

To these questions, Mr. Stoll adds the following: (d) Does the University owe Doctor Patterson the amount of the account which he has filed with the Board?

If I should undertake to answer the question marked (a) in the form in which it is asked, I fear that my reply would be in the negative. However, I shall not answer that question but shall look to the entire matter from the beginning and see what is the real question. What I mean is: That if the question is whether or not the Board acted legally in granting the pension to Doctor

Patterson, I should say that we know of no law authorizing the Board of Trustees of the University to grant a pension to any person.

The words "pension" and "annuity" have crept into the records, when it appears to me that the payments made to Doctor Patterson were not pension or annuity payments, but from the resolution were payments made for services rendered or to be rendered. By that resolution, he (Doctor Patterson) was to be and become an officer, — President Emeritus; he was to continue a member of the faculty; he was to be a member of the Board of Trustees, without voice; he was to be a counselor and adviser, and he was to represent the Board or the University in National, State and County meetings, educational in their nature. With these provisions in view, I cannot conclude that he was to become in law a pensioner or a receiver of an annuity. He had services to perform, and in the absence of a showing to the contrary, it must be assumed that he performed such services as might be required of him.

Without recourse to the law on the subject, it occurs to me that the Board, in its discretion, had the right thus to employ Doctor Patterson. Certainly it had the power to employ him as a member of the faculty, and to do all other things that are indicated by the resolution.

While I shall not attach much importance to the fact, the Statute (Section 4636a, subsection 16) provides that the Board shall have power to appoint presidents, and under this they might appoint a President Emeritus, but under the clear provisions of the statute, they have ample authority to employ or to appoint "professors, assistants, tutors and other officers, and to determine the salaries, duties and official relations of each".

It may be naturally assumed that the appointment of Doctor Patterson was made under this statute, rather than under a notion that a pension should be granted him or that there was an attempt to grant to him separate and distinct special emoluments, as demanded by the constitution and as discussed in the case of Barker vs Crum, 177 Kentucky, 637, which case I think has no application here. The point I am trying to make is that the words "pension" and "annuity" have no application here, because the contract essentially comprehends service on the part of Doctor Patterson. That the salary received by Doctor Patterson from the University was based on some consideration was at least manifest in the minds of some of the Trustees. I have a copy of a letter (official) written by President Barker, Professor Crabbe and Mr. Cassius M. Clay, Jr., in which the following expression advances the idea that there was a quid pro quo: (To Doctor Patterson) "We rejoice, however, that while we lose your services as President, we will still have you with us as President Emeritus and as a member of the Board of Trustees and that we may in the future still draw upon the fountain of

of wisdom and experience that has been so potent for good in the past."

There is no question before me as to whether or not the salary was too high or as to whether the services, if rendered, were or were not sufficient to require the payment of the annual stipend. Nor do I think we should discuss the question as to whether or not the contract for life was a legal one, this since it is apparent that the contract now stands rescinded and the liability was recognized by all parties during the time which it was alive.

Without going further into details and making this writing unnecessarily lengthy, I express the opinion that the contract with Doctor Patterson was legal and could well be sustained.

(2) I am clearly of the opinion that the contract or agreement was not nulled by the action of the Board on October 3, 1911. In the records I find that some contention was made about an over-payment of salary to Doctor Patterson while he was President, and it was ordered that no further payment of money be made to Doctor Patterson until the matter was adjusted. The matter to be adjusted, I assume, was the making good the alleged overdraft. The further payment of money obviously referred to the payment of the salary to Doctor Patterson. So the agreement was recognized at this time.

At the session of August 5, 1912, a motion was made to (then) rescind the contract, and, apparently in order that there be no question as to when the rescission was to be effective, the original motion was amended to read "as of this date". This clearly recognized the agreement as effective until that time. In fact, no positive action is shown prior to that date, so I conclude that the agreement stood unrepealed and was not vacated until August 12, 1912.

(3) The foregoing conclusions seem to answer fully the inquiry as to whether or not any repayment of money theretofore paid President Patterson be returned by or demanded of him.

(4) In the account filed by Doctor Patterson he asks for \$2,700, being nine monthly installments of \$300 each. Under the agreement, Doctor Patterson was to receive \$250 a month. If he is only entitled to nine months pay, it would appear that he should claim only \$2,250, but I note in his account he says "It had been agreed that the \$3,000 be paid in ten monthly installments instead of twelve". I do not find any such agreement in the copies of records furnished, but assuming his statement to be correct he is entitled to \$2,700.

(5) I am inclined to think the payment of interest should be denied. The claim was no doubt disputed in the best of faith, and Doctor Patterson would hardly be equitably entitled to it. Again, if payment was delayed, it was by officers of an arm of the State Government, and the State should not be made to suffer by reason of

the laches of its officers and agents. Further, it appears that an adjustment of the matters were at one time had, and Doctor Patterson for good reasons perhaps declined to abide the adjustment; hence, he would not in law be entitled to the entire claim for interest. I suggest a payment of the \$2,700 if it will stand as a quittance of his entire claim as presented.

Very respectfully,

Charles H. Morris,

Attorney General.

CHM-ALD

(6) The Secretary of the Committee then presented a letter from Mr. John R. Downing regarding the bond for the trusteeship of the George Peabody Fund, which was as follows:

Lexington, Kentucky,
February 6, 1919

Honorable R. C. Stoll,
First and City Bank Building,
Lexington, Kentucky.

Dear Sir:

Referring further to our conversation, if you will look up Section 611 Kentucky Statutes you will see that it is not necessary in ordinary procedures for a trust company to give bond, their capital stock being considered sufficient.

In this case I can see no reason why it is necessary particularly as the bonds are to be registered in the name of the Trust Company as Trustee for the University of Kentucky. I am sure that you will see it in the same light as I do.

Yours very truly,

JRD:MOS

John R. Downing.

Section 611 reads: When acting as executor, administrator, guardian, trustee, receiver, assignee, committee or curator, or in any other capacity in which the duties, powers, liabilities, rights and compensation are fixed or regulated by law, or under the control or supervision of the courts, it shall be subject to the same duties and responsibilities, have the same rights and powers, and receive the same compensation as is allowed to individuals holding or exercising similar offices or trusts, except that upon all bonds required to be executed by such corporation in or before any court

the capital stock shall be taken and considered as the only security required for the faithful performance of its duties; and no other security shall be required unless the court or officer in or before whom the bond is executed, or some party in interest, demand it.

After discussion, a motion was made, duly seconded and carried, that the matter be referred to a meeting of the Board of Trustees in April for action.

(7) The Secretary of the Committee then presented a list of appointments, resignations, transfers, and applications for leave of absence, which he said the President had prepared for presentation to the Committee for confirmation. On motion duly made, seconded, and unanimously adopted, the list was approved as read. The list follows:

Appointments

Appointment of C. S. Crouse as professor of metallurgy in the Department of Mining Engineering, at a salary of \$1,100 for the remainder of the scholastic year, with the understanding that if his services are satisfactory, the appointment is to be continued next year at a salary of \$2,250 a year, effective February 13, 1919.

Reappointment of W. J. Carrell as associate professor of structural engineering at a salary of \$2,000 a year, effective February 1, 1919. Professor Carrell returns from the Army to resume his duties.

Appointment of Miss Pauline Klaren, stenographer in the President's office, effective February 3, 1919, at a salary of \$75 a month.

Appointment of J. C. Grimes, College of Agriculture, to an assistantship at a compensation of \$40 a month, for a period of six months, beginning January 1, 1919.

Appointment of W. H. McCord, College of Arts and Science, to an assistantship, at a compensation of \$40 a month, for a period of six months, effective January 1, 1919.

Appointment of Miss Isola George, stenographer in the Stenographic Bureau, effective February 19, 1919, at a salary of \$55 a month.

Appointment of R. O. Bate, county agent, Harrison County, Kentucky, at a salary of \$166 $\frac{2}{3}$ a month, for a period of twelve months, effective February 16, 1919, to be paid \$10 a month by the United States Department of Agriculture, Federal Smith-Lever funds \$102.50 a month, and Harrison County, \$54 $\frac{1}{6}$ a month. This is a

continuation of employment at a increase in salary of \$200 a year. The county pays \$300 office rent and \$400 for travel expenses.

Continuation of employment of L. F. Morgan, county agent, Breathitt County, Kentucky, at a salary of \$125 a month, for a period of twelve months, effective April 1, 1919.

Appointment of Lawrence May Amburgey, emergency assistant county agent, county to be assigned, at a salary of \$135 a month, for a period of 4 1/2 months, effective February 16, 1919, payable from emergency funds.

Temporary appointment of W. R. Gabbert, to assist in spring pruning and spraying campaign, at a salary of \$100 a month and travel expenses, to be paid from extension funds.

Reappointment of Walter Graham Trice, emergency county agent, Warren County, Kentucky, at a salary of \$150 a month, for a period of twelve months, effective March 1, 1919, salary to be paid from emergency funds, \$100 a month and from Warren County, \$50 a month.

Appointment of O. F. Floyd, first assistant in marketing in extension, at a salary of \$1,800 a year, effective February 1, 1919, to be paid from extension funds.

Appointment of Samuel W. Morgan, county agent, Carter County, Kentucky, effective February 1, 1919, for a period of twelve months, at a salary of \$141 2/3 a month. Salary to be paid from the Department of Agriculture, \$10 a month, from Federal Smith-Lever funds, \$73 1/3 a month, and from Carter County, \$58 1/3 a month. About \$25 a month allowed for travel to be paid from Federal Smith-Lever funds, College of Agriculture.

Appointment of L. S. Van Natta, emergency county agent, Anderson County, at a salary of \$135 a month, for a period of twelve months, effective February 1, 1919. Salary to be paid from emergency funds and about \$25 a month for travel expenses to be paid from emergency funds.

Continuation of appointment of L. S. Robbins, emergency county agent, Fayette County, Kentucky, at a salary of \$150 a month, effective January 1, 1919, for a period of twelve months. Salary to be paid from emergency funds, \$125 a month, and from Fayette County, \$25 a month. This is an increase in salary of \$300 a year. Fayette County pays \$1,200 for travel, office supplies and stenographic help, to be audited by the extension division.

Appointment of O. L. Cunnungham, emergency county agent, Cumberland County, Kentucky, at a salary of \$166 2/3 a month, effective

February 1, 1919, for a period of twelve months, the salary to be paid \$165 a month from emergency fund, and \$1 ²/₃ a month from Federal Smith-Lever funds. About \$25 a month for travel to be paid from emergency fund, \$125, and from other funds, \$175.

Appointment of Earl Mayhew, emergency county agent, Harlan County, Kentucky, at a salary of \$135 a month, for a period of twelve months, effective February 1, 1919, the salary to be paid from emergency funds. About \$25 a month from emergency funds for travel expense.

Appointment of Kimber J. Bowles, emergency county agent, Morgan County, Kentucky, at a salary of \$100 a month, for a period of twelve months, effective February 1, 1919. About \$25 a month for travel expense to be paid from emergency fund, United States Department of Agriculture.

Appointment of A. S. Chapin, assistant in poultry extension work, at a salary of \$1,800 a year, effective February 20, 1919, to be paid from extension funds.

Appointment of Mrs. Mildred Delkin, telephone operator, Experiment Station, at a salary of \$35 a month, effective January 1, 1919, to be paid from extension funds.

Resignations

Resignation of Miss Rose McMenema, telephone operator, Experiment Station, effective January 1, 1919.

Resignation of Miss Mary A. Parker, stenographer, Stenographic Bureau, effective February 12, 1919.

Resignation of Gordie Young, assistant county agent, Muhlenberg County, under the Smith-Hughes act, and the cancellation of the contract between the College of Agriculture, extension division, and the Greenville Public School Board, effective January 1, 1919.

Resignation of J. P. Bolling, assistant county agent, Taylor County, Kentucky, under the Smith-Hughes act, effective January 1, 1919, and the cancellation of the contract between the College of Agriculture and the local board of Vocational Education of Campbellsville.

Resignation of E. L. Varney, district agent, Pikeville, Kentucky, effective January 1, 1919.

Resignation of Miss Hazel Joyce, county home demonstration agent, Bell County, Kentucky, effective January 15, 1919.

Resignation of C. T. Cannon, assistant in boys' club work, effective January 1, 1919.

Resignation of Miss Fleety Lynn, county home demonstration agent, Lyon County, Kentucky, effective January 31, 1919.

Transfers

Transfer of Miss Wallace F. Utterback, stenographer, President's office, to stenographer, Feed and Fertilizer Department, Experiment Station, effective February 3, 1919. The transfer was made at her request, because she feared the use of the dictaphone was injurious to her. The salary to be paid her in the new position is \$75 a month.

Leave of Absence

Leave of absence is recommended for Professor George H. Vansell, on half pay, for the first semester of the scholastic year 1919-1920. At his request, leave of absence is recommended for him for the second semester of that year, without pay.

(8) The Business Agent was then invited to appear before the Committee to make his report, which was read, discussed, and ordered incorporated in the minutes. The report was as follows:

February 19, 1919

Dr. F. L. McVey,

University of Kentucky.

My dear Doctor McVey:

I submit estimate of receipts and expenses to January 30, 1919, College Division. I also submit budget report to January 31, 1919.

At your suggestion the report from the General Ledger is deferred in order that the reports on S. A. T. C. may be completed at once. Otherwise, the report could have been made to-day. However, it will be ready in a few days, so that you may include it in the report of this meeting of the Executive Committee, if you desire to do so.

The S. A. T. C. report will be ready to be copied about noon to-day. In keeping the detailed data of the expenditures, we have followed the suggestion of the Committee on Education. The details on the report asked, differ considerably from the samples of accounting sheets last sent us. Hence, it has been necessary to go over the entire work and rearrange the distribution of expenditures.

I also submit a copy of the contract with Mr. McGregor for rent of Maxwell Hall. It has been necessary to repair the radiation at cost of \$440.31. Mr. Whipple says the defect in radiation was not apparent at time contract was made. I think the Committee should advise us as to liability for this expense.

Respectfully,

D. H. Peak,

Business Agent.

Statement University of Kentucky
 Division of Colleges
 Summary February 19, 1919
 Expense Remainder of Year.
 February 19, 1919 to July 1, 1919

Overdraft February 15, 1919	\$ 4,868.66
Salaries for five months	103,000.00
Janitors and Labor	3,000.00
Patterson Hall	10,000.00
Outstanding Orders	25,000.00
Coal, water, light, gas, telephone	4,000.00
Student Activities (Balance on hand).....	532.00
Student Activities (Estimated on S. A. T. C. Colls.).	2,000.00
Probable expenditures on grounds and buildings	9,000.00
Probable expenditures by departments	7,000.00
	<hr/>
Total	168,400.66

Income Remainder of Year
 February 19, 1919 to July 1, 1919

State Tax	\$20,000.00
Vocational Education	6,000.00
General Education Board	750.00
Student Fees	9,000.00
Patterson Hall	10,000.00
Miscellaneous	500.00
Balance S. A. T. C.	30,000.00
Surgeon General	6,102.54
Salvage	12,000.00
	<hr/>
	94,352.54
Expense exceeds income	<hr/> 74,048.12

Accounts Receivable

Insurance paid in advance	7,272.06
Miscellaneous	1,000.00
Stores	3,000.00
	<hr/>
	11,272.06
Outstanding obligations	<hr/> 62,776.06

February 10, 1919

Doctor F. L. McVey,

University of Kentucky.

My dear Doctor McVey:

We received this month from the State Auditor, \$8,998.10. I am attaching a letter from the Auditor which I think you should have in your file.

I also wish to state that we have received from the Government a Federal Smith-Lever check for \$37,198.45, which I am depositing to the Federal Smith-Lever fund.

Very truly yours,

D. H. Peak,

Business Agent.

Frankfort, Kentucky,
February 8, 1919

Honorable D. H. Peak,

Business Agent, University of Kentucky.

Dear Senator:

I am in receipt of yours of the 6th, and in reply beg to say that up to this time the University has received under the new law \$261,744. The estimate or guess merely would be that \$15,000 to \$18,000 will be added before the end of the fiscal year. It may be more, hardly be less. It will largely depend upon the collection on franchise taxes before the end of the fiscal year.

Yours truly,
(Signed) Robt. L. Greene,
Auditor.

(9) The Secretary of the Committee then stated that there were a number of other matters which the President had intended to present to the Committee but that he was not in a position to state definitely the President's specific recommendations regarding them, and suggested that they be deferred until the next meeting of the Committee. On motion, the Committee adjourned.

Respectfully submitted,
Wellington Patrick,
Secretary.

UNIVERSITY OF KENTUCKY



LEXINGTON

OFFICE OF THE PRESIDENT

February 4, 1919

To Deans and Heads of Departments:

I am enclosing a copy of the minutes of the Executive Committee of the Board of Trustees, University of Kentucky, for January 15, 1919. These minutes as published are subject to the approval of the Committee at its next meeting.

Very truly yours,

Wellington Patrick,

Secretary.