

Minutes of Called Meeting of the Executive Committee of the Board of Trustees of the University of Kentucky, July 12, 1940.

The Executive Committee of the Board of Trustees of the University of Kentucky met in the President's Office at the University Friday, July 12, 1940, at 10:30 a.m., meeting convened on call of the Chairman. The members of the Committee present were Judge Richard C. Stoll, Chairman; H. S. Cleveland, Robert P. Hobson and Lee Kirkpatrick. President Thomas P. Cooper and D. H. Peak, Secretary of the Board, were present.

1. Approval of Minutes.

The minutes of the meeting of the Executive Committee of June 28, 1940, were read by the Secretary and on motion and second were approved.

2. Financial Report.

The Business Agent reported that he is unable to present a financial statement for June at this time. This is due to the fact that the books can not be closed on account of outstanding bills and travel expense accounts until late in July.

3. Investments.

The Business Agent presented a memorandum of available street improvement bonds of the City of Louisville, Ky., offered for sale by the Bankers Bond Company of Louisville, Ky. The memorandum shows an issue, Series GO 90, of \$13,734.31 dated July 15, 1940, rate 6 per cent prior lien on property assessed at \$110,958.00, maturity 1941 to 1949. The bonds may be purchased at approximately 1.10 which will yield four per cent on the investment.

Excerpt from Legal Opinion.

"I am of the opinion that said bonds are valid and legally binding special obligations of the City of Louisville, Kentucky. Such bonds are secured by a separate and special fund to which are pledged the proceeds of the second and succeeding installments of improvement taxes, together with interest and penalties thereon, levied proportionately as provided by law upon the units or parcels of property adjoining or fronting and abutting upon the street constructed and payable by the owners of such property in ten approximately equal annual installments pursuant to the agreements with the City of Louisville executed by the owners of such property severally; and said bonds are further secured by a foreclosable lien upon such property, which lien is superior to all other liens except those of ad valorem taxes levied upon the same property."

From statements made by the President and Business Agent, it was decided that the balance in the Haggin Fund should be held to meet commitments and other expenditures that may be made therefrom.

Mr. Hobson having approved the bonds, the purchase of such part of the issue as may be made from Student Loan Funds available for investment was ordered, on motion seconded and carried.

4. Bonds and Interest Due on Service Building Indebtedness.

The Business Agent presented following statement of indebtedness due on Service Building bonds:

Statement of
SECURITY TRUST COMPANY

June 1, 1940

In Account with
University of Kentucky
Business Office
Lexington, Ky.

Payment on Principal due 7/2/40	\$ 5,000.00
Int. from 1/2/40 to 7/2/40 at 5%	750.00
Trustees' fee to 7/2/40	100.00
	<hr/>
	\$ 5,850.00

It was stated that this is a valid obligation of the University that should be paid when due, and the Business Agent was directed to arrange for immediate payment thereof. On motion, seconded and carried, he was ordered to present the statement in the required way to the State Department of Finance and to ask for payment thereof from the general appropriation to the University of Kentucky for year 1940-41.

5. Membership in Board of Commerce.

The Business Agent was directed on motion and second to continue the membership of the University of Kentucky in the Lexington Board of Commerce at \$25.00 for the year, July 1, 1940 to July 1, 1941, and to make payment of the amount now due for first half of that period.

6. Report of Campus Book Store.

The report of the Campus Book Store for the second half of the year 1939-40 was presented by the Manager, James Morris. The report was accepted and ordered inserted in the minutes, the Business Agent being directed to credit the amount due the University of Kentucky when collected to Campus Book Store account to be disbursed as heretofore directed by the Board of Trustees.

Report of the Campus Book Store

January 1940 -- July 1940

Submitted by

James Morris
Manager.

January 1940 -- July 1940

January	\$3,972.59
February	23,876.24
March	3,966.76
April	3,386.93
May	4,020.95
June	<u>9,013.55</u>
	\$48,237.02

Gross Sales from January 1, 1940 -- to July 1, 1940 \$48,237.02

Exemptions and deductions

Dr. L. C. Robinson	\$50.50
Dr. John Manning	97.60
Dr. M. M. White	270.00
American Library Association	149.40
Professor Lawrence Yates	156.70
Law Companies	262.80
Department of Physics	625.00
	<u>1,612.00</u>

Sales on which Commission Applies 46,625.02

Commission to University at 7½% \$3,496.87.

7. Report of Custodian of Military Property.

Following report of shortage in military property was reported by the custodian.

Articles	Number	Unit Cost	Total	Aggregate
<u>Q.M. Clothing & Articles of the uniform</u>				
Belts, leather, enlisted men	31	\$0.67	\$20.77	
Belts, web, waist Enl. O/S	42	.14	5.88	
Caps, field W/out braid	131	.49	64.19	
Insignia, collar, g/colored	267	.07	18.69	
Jumpers, working, denim	12	.59	7.08	
Neckties, Enl. black, M1936	227	.24	54.48	
Shirts, flannel, olive drab	1	2.43	2.43	
Trousers, working, denim, pr.	11	.60	6.60	
	Total		\$174.78	\$174.78
<u>Q.M. Property other than Clothing</u>				
Slings, bugle, leather	1	.35	.35	
Whistle, thunderer	1	.22	.22	
	Total		.57-c	.57
<u>Q. M. Band Instruments</u>				
Block, wood, small	1	.50	.50	
Clarinet, B-flat, silver (#2723)	1	40.00	40.00	
Drum, snare, 6½ x 15"	1	15.00	15.00	
Trombone, B-flat, Slide, (#130210)	1	47.50	47.50	
	Total		\$103.00	\$103.00
<u>Ordinance Property</u>				
Brushes & thongs, auto rifle	6	.12	.72	
Hatchet, broad, 37-Mm. gun	1	1.00	1.00	
Protractor, lensatic compass, alidade, M.G.	2	1.40	2.80	
Screwdriver, hand straddle, - stock bolt nut -	1	.20	.20	
	Total		\$ 4.72	
	Grand Total		\$288.41	

It was ordered on motion, seconded and carried, that the amount of \$288.41 be paid to Chief of Finance, U. S. Army, and charged to the Military Clothing Shortage account carried on the Sundry Ledger. This account is made up from collections from students of charges made for lost articles.

It appeared from the Business Agent's statement that this account will show a balance, when collection of shortage from students is posted, of \$84.44. It was further ordered that a sufficient amount be transferred from other funds that may be used for that purpose to balance the shortage in the Military Clothing account after payment is made as ordered.

8. Lease Renewed.

a. Smith Hall

Renewal of lease of Smith Hall to the Chi Omega Sorority for year 1940-41, at \$100.00 per month payable in advance for ten months, beginning September 1, 1940, was approved on motion, seconded and carried, authority to sign the lease being given to the chairman of the Executive Committee, and thereupon he signed it in duplicate in open meeting.

The terms of the lease are the same as the terms of the lease for the previous year except as to repairs approved by Executive Committee meeting June 28, 1940, Sec. 23.

b. Home Management House -- Rental from Duncan.

Dean Cooper requested renewal of the lease between May K. Duncan and the University of Kentucky of house and lot at 162 Bonnie Brae Avenue, Maxwellton Court, for one year beginning August 1, 1940, at \$780.00 for the year. The house is used as a home management house for students in the Home Economics Department, College of Agriculture.

On motion, seconded and carried, Dean Cooper was authorized to renew the lease.

c. Home Management House - Rental from Thompson.

Dean Cooper requested renewal of the lease between Charles C. Thompson and wife and the University of Kentucky for house and lot at 119 Conn Terrace, Lexington, Ky., for term of one year beginning September 10, 1940, at rental price of \$600 per year. The house is used as a Home Management house for students in the Home Economics Department, College of Agriculture. On motion, seconded and carried, renewal of the lease was ordered, authority to sign the lease being given to the Chairman of the Executive Committee, and thereupon he signed it in duplicate in open meeting.

9. Purchase of Coal.

The President presented the following letter:

DEPARTMENT OF FINANCE
Frankfort

July 9, 1940

University of Kentucky
Attention: Mr. Peak
Lexington, Kentucky

Dear Mr. Peak:

It is the opinion of the Division of Purchases and Public Properties that you should store your coal requirements during August and September -- a supply to last until February 1. Coal today is selling at a very low price. We are certain that there will be a considerable saving as the Government control price will go into effect not later than September 31. We suggest that you send your requisition immediately for your requirements so we may take sealed bids on same not later than July 25.

Yours truly,

(Signed) Frank Tanner
Assistant Director
Division of Purchases

The Business Agent was directed to refer the letter to Dean Graham with recommendations that he follow the request of the Division of Purchases.

10. Maxwell Place.

a. Repairs

Report of Superintendent

July 11, 1940

Memo: President Cooper
Administration Building

Re: -Maxwell Place Repairs.

The exterior of the residence and garage is in good condition. Routine matters of general upkeep are now in progress such as painting metal decks, gutters and minor repairs.

I am planning to give the interior a thorough cleaning just as soon as Dr. McVey completes the moving of all books and personal belongings. This work will include cleaning wall paper, washing woodwork, cleaning and waxing floors, washing windows and window blinds.

A considerable amount of papering, painting and floor sanding should be done before the new President moves in. I am assuming that this work should be deferred until the proper time comes.

We are keeping a close watch on the property both day and night. I would like to have definite instructions about the matter of occupancy during the interim. Your suggestions will be helpful.

The gas has been turned off at the foundation but steam, water and electrical services are still on.

Sincerely yours,

(Signed) M. J. Crutcher
Supt.
C/S

In addition to this report, the President stated that he will have such cleaning and painting done and repairs made as will be necessary for the preservation of the building, pending occupancy as residence by the President.

b. Occupancy by caretaker.

The President reported that the property is under guard and will be kept under guard pending occupancy by some one as caretaker.

c. Inventory.

A memorandum of property in the house was received from Dr. Frank L. McVey, approved by Business Agent and Superintendent of Buildings and Grounds. It was ordered copied in the minutes.

Memorandum
Received from Frank L. McVey

All University of Kentucky property in Maxwell Place July 1, 1940, as inventoried below.

1. Basement

- 1 washing machine
- 1 mangle
- 1 gas stove

Basement (Continued)

- 1 gas water heater
- 1 vacuum power cleaner
- 1 fire extinguisher
- garden tools (used by James Tweedy)
- 106 steel folding chairs
- 4 awnings
- 28 glass doors for pergola
- 14 folding chairs (canvas seats and backs)
- 4 wooden flower stands

2. Kitchen

- 1 double gas stove and hood
- 1 sink and table
- 1 steel rack for pans
- 2 tables

3. Porch, rear

- 1 table

4. Back hall

- 1 Fire Extinguisher

5. Pantry

- 1 electric refrigerator
- 1 large bread tray
- vacuum cleaner appliances
- 14 sugar bowls
- 13 cream pitchers
- 134 iced tea glasses
- 274 large white plates with blue line
- 88 large heavy plates
- 260 small white plates
- 265 small heavy plates
- 250 (?) cups
- 85 saucers

6. Bedroom, N.E.

- 1 small air condition machine (from Dean Paul Anderson)

7. Dining room

- 1 sideboard)
- 1 china and glass closet) Purchased by University June
- 1 buffet) 28, 1940.
- 1 extension table, 8 leaves) (In pantry and hall closet)
- 12 chairs)
- 1 pair of andirons
- 500 + plated spoons) (Locked in side-board. Mr. Underwood
- 300 (?) plated forks) has key).

8. Parlor

- 1 pair brass andirons

9. Library

- 1 radio and loud speaker (from Dean Paul Anderson)

10. In house
45 Venetian blinds
11. Back Hall
1 Fire Extinguisher
12. Bathrooms
2 oval mirrors
3 soap and glass fixtures
3 sets shower curtains
3 toilet paper holders
13. Lavatory, first floor
1 oval mirror
1 square chromium mirror
1 toilet paper holder
14. Study, second floor
1 gas heater
15. Linen Closet in upstairs hall
12 extra Venetian blind slats
1 bathroom towel rack
1 box with pair electric candle sticks
1 box heavy portieres
gold colored net curtains (?) pairs
linen radiator covers
dyed linen window hangings
1 box - 4 pair window curtains (white with blue and rose decorations)
1 pair mulberry silk curtains and 2 valances
2 pair yellow & white bathroom curtains
2 pair casement curtains
1 pair short white curtains
tie backs
3 boxes gold colored net curtains for downstairs windows and doors
2 pair hangings for library
(gold net casement curtains are at front door).
16. Third Floor
1 gas heater, N.W. room
Miscellaneous in N. center room
17. General
All lighting fixtures in place with bulbs.

Above received in good order.

D. H. Peak
Business Agent, University of
Kentucky

M. J. Crutcher
Superintendent of Buildings and
Grounds, University of Kentucky

11. Breckinridge Hall and Sandwich Shop.

Memorandum by President Cooper.

Dean T. T. Jones, in charge of the halls for men, recommended that the sandwich shop in the basement of Breckinridge Hall be moved and that student rooms be provided in place of the shop, since the shop represents a source of confusion and noise in the hall, and that a sandwich shop be erected outside for the purpose of supplying sandwiches and coffee for the students in the men's halls; that funds therefor be secured from the budget of the halls and the Dean of Men for financing these changes.

On motion seconded and carried, the President was authorized to proceed with the changes and construction recommended by him in the above memorandum, when he determines that funds will be available for that purpose.

12. Purchase of Dicker Property.

On motion seconded and carried, it was ordered that the real estate of Mrs. J. B. Dicker located at 117 Washington Avenue, opposite Experiment Station property, being lot No. 29 in Graham Addition, City of Lexington, Kentucky, with improvements thereon, be purchased from her.

The terms of purchase, based on statements made in Dean Graham's letter, copied in the Minutes of the Executive Committee of May 10, 1940, are that the University of Kentucky shall pay Mrs. J. B. Dicker \$1,000.00 cash when conveyance is made and \$28.00 per month from date of conveyance for ten years. In event of her death before the expiration of ten years, the monthly payments are to be made to her son, J. B. Dicker, for the remainder of the period. The cash payment is to be made when funds are available for that purpose.

13. Candidates for Degrees - August Commencement.

At the request of the President, a motion was made, seconded and carried that members of the Executive Committee, Mr. H. S. Cleveland and Professor Lee Kirkpatrick, be appointed to represent the Board of Trustees in approval of the recommendation of the University Senate of candidates to receive degrees at the August, 1940, commencement.

14. Civilian Pilot Training.

President Cooper called attention to the Civilian Pilot Training Act which was presented to the University by Robert H. Hinckley, Chairman of Civil Aeronautics Authority, in a letter of August 5, 1939, and the action of the Board of Trustees at the meeting of September 19, 1939. The minutes of that meeting read as follows:

"It appearing that the University would not have full control of the program, and the danger of physical harm to students being evident, on motion of Judge Stoll, seconded by Mr. Hobson, consideration of training students at the University of Kentucky in the pilot training program was indefinitely postponed."

On motion and second the matter was referred to President Cooper to make report at some future date.

15. Haggin Fund - Expenditures Approved.

a. Publication

President Cooper recommended to the Executive Committee that an item of \$1200.00 be set up from the unexpended balance of the Haggin Fund for the fiscal year 1940-41 for the purpose of publishing the results of meritorious research of more than state-wide interest, and also other important findings of the staff of the University of Kentucky. It is the purpose to utilize this fund for the purpose of printing and publications in journals or other publications as may seem desirable.

On motion of Mr. Hobson, seconded by Mr. Cleveland, the expenditure of \$1200.00 from the Haggin Fund for publications as set out in President Cooper's recommendation, was approved and allotted, the expenditure to be made under President Cooper's direction.

b. Clerk in College of Law

On motion of Mr. Kirkpatrick, seconded by Mr. Cleveland, the appointment of a clerk to assist in annotations work being done in the College of Law was authorized, \$250.00 being allotted from the Haggin fund for payment of salary.

16. P. W. A. Construction.

Claim of Gilson-Taylor Company.

GILSON-TAYLOR

Lexington, Kentucky

May 23, 1940

College of Engineering
University of Kentucky
Lexington, Kentucky

Re: Biological Sciences Building.

Gentlemen:

We hereby file a claim for \$293.03 which represents 6% interest on sums due us on Periodical Estimates Nos. 16

and 17

We received a check from you today, made May 23, 1940, in the amount of \$24,713.65 which represents the payment due us under Periodical Estimate No. 16 for \$19,112.05 and Periodical Estimate No. 17 for \$5,601.60.

Included in the General Conditions of our contract for the erection of the Biological Sciences Building under Article 25, Page 7, states, "Should Owner fail to pay the sum named in certificate of the engineer, upon demand when due, the Contractor shall receive, in addition to the sum named in the certificate, interest thereon at the legal rate in force at the place of building."

Based on this Article and contract, we are asking for the above mentioned \$293.03 which is arrived at as follows:

On March 1, 1940 our Periodical Estimate No. 16 was certified for payment but unpaid due to lack of funds. The estimate was in the amount of \$19,112.05. On April 10, 1940 our Periodical Estimate No. 17 in the amount of \$5,601.60 was certified due us but was unpaid due to lack of funds.

The breakdown is:

81 Days on	\$19,112.05	at 6%	\$254.38
42 Days on	\$5,601.60	at 6%	38.65
	Total		<u>\$293.03</u>

If desired by you, we can submit cancelled notes from the Bank of Commerce showing that we paid 6% interest for money borrowed to replace that owed to us by you.

Thanking you for your action on this matter and trusting that you will place this request before the proper authorities and see that we receive a check covering this claim, we are

Yours very truly

GILSON-TAYLOR, Inc.

(Signed) By Edwin C. Gilson.

On motion, seconded and carried, the claim of Gilson-Taylor Company in amount of \$293.03 was allowed and ordered to be paid from the Building Revenue Fund set up for Docket No. Ky.1305-F.

17. Automotive Building.

Dean Graham appeared before the meeting and stated that, as he had anticipated at the special meeting of the Committee on June 28, a communication had been received from Viking Foundation in which it proposed to build and equip, at a cost not exceeding \$80,000, and donate to the University an aviation research laboratory building of the kind generally discussed at the June 28, meeting of the Committee. It was stated that the Viking Foundation had requested Dean Graham under date of July 6, 1940, to act as its agent in all matters pertaining to the erection of the building and the purchasing, installation, and payment for the equipment, the foundation agreeing to deposit the funds (\$80,000) to his personal credit for dispersal as its agent, and that after discussing this with Judge Stoll, Dean Graham had accepted the appointment as agent for the Viking Foundation in all matters pertaining to the proposed laboratory:

Panama, R. P.
July 6, 1940

Colonel James H. Graham
Dean of the College of Engineering
University of Kentucky
Lexington, Kentucky

Dear Sir:

We are today mailing to your University a proposal to make it a gift of an aeronautical research laboratory, a copy of which proposal is attached hereto. You will notice the proposal contemplates that you shall act in our behalf in all matters pertaining to the plans and specifications of the building and the erection thereof and the purchase and installation of the equipment therein. We would appreciate your acting for us in this capacity, and if you are willing to do so, we hereby authorize you to take all action and do all things that, in your opinion, may be necessary in that regard. We agree that you shall have no liability in acting for us in this matter except for wilful misconduct. Please advise if you are willing to act for us in this matter.

Very truly yours,

VIKING FOUNDATION

By (Signed) A. L. Wenner-Gren

Thereupon, Dean Graham laid upon the table the formal offer of the Viking Foundation, dated July 5, 1940, as follows:

Panama, R. P.
July 5, 1940

Board of Trustees
University of Kentucky
Lexington, Kentucky

Dear Sirs:

The Undersigned, Viking Foundation (hereinafter called the "Foundation") hereby makes you the following proposal:

(1) The Foundation is desirous of making a donation to your University of an aeronautical research laboratory on the following terms and conditions.

(2) The Foundation, acting through Colonel Graham, Dean of the College of Engineering of your University, will cause to be erected on the campus of the University on a site mutually satisfactory (the site tentatively agreed upon is located on Upper Street opposite your central heating plant) a building to house the laboratory. We are delivering to you herewith a preliminary floor plan of such building which, of course, is subject to change with Colonel Graham's approval. You will notice from this floor plan that it is now contemplated the building will have approximately a 200 foot frontage on Upper Street starting at the railroad spur and about 125 feet in the other direction. The amount which the Foundation is willing to spend for the construction of the building proper, including plumbing, heating and electric installation, is \$30,000 (it being understood that the heating requirements are to be supplied by your central heating system). The plans and specifications of the building, and the construction of the building, will be under the supervision of the Board of Trustees of your University, Colonel Graham and Professor A. J. Meyer, a member of the faculty of your University. Ownership of the building will belong to your University, free and clear of any claim of the Foundation.

(3) As soon as the building referred to in paragraph (2) above has been erected, the Foundation, acting through Colonel Graham, will, at its own expense, purchase and install within the building laboratory equipment necessary to develop and test both large and small internal combustion engines, for aircraft, automotive and industrial uses, including acoustical equipment for preventing excess noise within and without the building (the items of such laboratory equipment and the places of installation thereof to be agreed upon between Colonel Graham and Professor Meyer of your faculty), it being understood, however, that the aggregate cost of such equipment including expenses of installation, shall not exceed \$50,000. Ownership of all such equipment shall belong to your University, free and clear of any claim of the Foundation.

(4) The laboratory is to be designated the "Wenner-Gren Aeronautical Research Laboratory" and so marked with a bronze plaque placed near the main entrance to the building.

(5) Colonel Graham is authorized to act for the Foundation in all matters pertaining to the plans and specifications of the building and the erection thereof and the purchase and installation of the equipment therein.

If your University is willing to accept this gift, will you kindly so notify us as promptly as possible so that we may proceed with the plans and specifications of the building.

Very truly yours,

VIKING FOUNDATION

By (Signed) Axel L. Wenner-Gren

President Cooper then read a letter from Dean Taylor, protesting against the use of the site for the proposed laboratory on Upper Street, wherein he stated that the building would encroach too greatly upon the grounds of the College of Education. After a general discussion, wherein Mr. Kirkpatrick wished to defer action for further consideration, a resolution was offered by Mr. Hobson and seconded by Mr. Cleveland to accept the offer of the Viking Foundation as written and signed, and Judge Richard C. Stoll was authorized and directed to accept the offer on behalf of the University. All members present voted Yea, excepting Mr. Kirkpatrick, who voted for further consideration on account of the proposed location.

At the suggestion of President Cooper, it was decided to investigate further the question of a suitable site for the laboratory, especially as Dean Graham, as agent for the Foundation could accept a change of site on behalf of the Foundation without incurring any delay for approvals, if President Cooper and he found it advisable to make a change of site.

Dean Graham then stated that in view of the cost of operating such a laboratory, he had discussed with the Mawen Motor Corporation (which corporation has, for a period of more than three years, employed Professor A. J. Meyer, of the College of Engineering, as consulting engineer in the development of an internal combustion motor of a novel type and especially applicable for use in aviation, with the result that much of the designing and other work in connection therewith had been performed within the College, thus affording selected students both employment and experience, which had resulted very favorably for the College as some nine recent graduates had found employment on graduation with the Wright Aeronautical Corporation at Paterson, New Jersey) an arrangement whereby that corporation, in exchange for the privilege of occupying and using certain of the space and facilities of the new laboratory, would undertake to pay the cost of its operation and upkeep, thus eliminating this drain

upon the University's budget. He then stated that he had prepared a proposal to the Mawen Motor Corporation covering the use and occupation of the laboratory and presented this proposal for such action as the Committee desired to take thereon.

After due discussion the proposal to the Mawen Motor Corporation as drafted and presented was approved and Judge Richard C. Stoll was authorized and directed to sign it on behalf of the University and to mail it to the Corporation. The proposal was as follows:

UNIVERSITY OF KENTUCKY
Lexington

July 20, 1940

Mawen Motor Corporation
500 Fifth Avenue
New York, New York

Dear Sirs:

Referring to our recent correspondence, we wish to confirm our understanding with you as follows regarding the operation and maintenance of the "Wenner-Gren Aeronautical Research Laboratory" which is now being constructed on our campus:

- (1) We have shown you the plans and specifications for the laboratory and informed you generally as to the equipment to be installed therein.
- (2) You are to have the exclusive use, in so far as you may require the same, of the laboratory and equipment (except Rooms 13 and 14 on the plan) for testing and developing aircraft, automotive and industrial internal combustion engines of conventional or unconventional design, whether such engines belong to you or such other persons as you may determine. The University is to have the exclusive use of Rooms 13 and 14 for engineering research, to the extent it may require the same for that purpose, but, if and to the extent that such rooms are not so used by the University, you shall have the right to use them in your testing and developing work as aforesaid.
- (3) You are to pay all the servicing charges incurred in the operation of the laboratory building (such as electricity, water, etc.), excepting steam needed for steam heating purposes which will be supplied by the University's central heating plant.
- (4) You are to pay all the necessary maintenance and operation expenses of the building and laboratory, including replacement and renovation costs of the equipment in

the laboratory, and fire insurance. Title to any new equipment (as contrasted with equipment used for repair purposes) installed by you shall remain in you, and you shall have the right, in your sole discretion, to remove such new equipment, either in whole or in part, upon the termination or earlier cancellation of this agreement, without detriment to the building property.

(5) You are to employ, at your own expense, all the technical staff deemed by you necessary for the operation of the laboratory (which may include, with the consent of the Dean of the College of Engineering, such students of that College as may, in your opinion, be needed, subject to the approval of the Dean as to hours and rate of pay).

(6) There will be scheduled from time to time, under the supervision of the Dean of the College of Engineering and Professor A. J. Meyer of our faculty, research and testing courses (which will not interfere with your use of the laboratory) for the benefit of the curricula of that College, under the joint supervision and instruction of members of the faculty of the College and such members of your technical staff as you may select. Such training courses are to be limited to bona fide students of the College of Engineering.

7. As part consideration for your agreement to operate and maintain the laboratory as set forth herein, the University agrees that you shall have the privilege of the laboratories and shops of the College of Engineering in carrying on your testing and developing work as aforesaid, provided such use does not interfere with the use of such facilities for the purposes of the University, it being understood that you will pay the costs of materials used and the technical services involved therein, whether received from, within or without the College personnel. If and when you exercise this privilege, you are to employ, if and to the extent you deem their services necessary, selected engineering students of the College with the approval of the Dean of the College.

(8) This agreement shall take effect on October 1, 1940, or on the date the laboratory and equipment are ready for operation, and is to continue for a period of ten years, provided, however, that you may, at any time, upon six months' written notice to the University, cancel this agreement, and thereupon at the end of such six months' period all your rights to use such laboratory and all your obligations to maintain and operate the same shall forthwith cease, subject, nevertheless, to your right to remove any new equipment you may have theretofore installed therein as stated in paragraph (4) hereof. It is understood that you may assign all of your rights and obligations under this agreement to another person, firm or corporation with the consent of the University, which consent

shall not be unreasonably withheld.

If the foregoing correctly sets forth our understanding, kindly so indicate by signing the enclosed carbon copy of this letter and returning it to us.

Very truly yours,

UNIVERSITY OF KENTUCKY

By _____

Dated: _____, 1940.

The foregoing correctly sets forth our understanding.

MAWEN MOTOR CORPORATION

By _____
President

18. Southeastern Conference - Commissioner.

The President stated that at a meeting of the Southeastern Conference (Athletics) held at Atlanta, Georgia, July 5, 1940, there was added to the By-Laws, Part 3, which deals with appointment and duties of the "Southeastern Conference Commissioner", W. D. Funkhouser and Bernie Shively attended the meeting. Report of meeting by the secretary thereof was received by the Board and ordered filed for reference.

19. Appointments and Other Staff Changes.

President Cooper presented staff appointments and other changes requested by deans and heads of departments, and, on his recommendation, by motion and second, the following were approved and record ordered made in the minutes:

Appointments

Bryant Morey French, instructor in English for the year 1940-41, at \$1600 for the year. Degree from the University of Iowa.

George Wilson Boyd, graduate assistant in English for 1940-41, at a salary of \$500.

Miss Virginia Chase, part-time graduate assistant in Social Work for the year 1940-41 at a salary of \$200 for ten months.

Ralph A. Gardner, graduate assistant in Philosophy for the year 1940-41, at a salary of \$500. (Re-appointment).

Miss Georgine Rumrill, clerk in the Department of Public Service Laboratories, effective July 22, or as soon thereafter as she reports for duty, at \$70 a month.

Miss Mildred Wallerstein, secretary-bookkeeper for the residence halls for women, for the year 1940-41, beginning August 1, at a salary of \$70 a month.

Miss Sarah E. Ratcliff, clerk in the Department of University Extension, beginning July 1, at a salary of \$75 a month.

Laurence Garland, laboratory assistant in the Department of Psychology for the year 1940-41 at a salary of \$400.

Homer Milton, Jr., laboratory assistant in the Department of Psychology for the year 1940-41, at a salary of \$200.

Ralph A. Gardner, as laboratory assistant in the Department of Psychology for the year 1940-41, at a salary of \$200.

Miss Anna Ranking Harris, case work secretary for the year 1940-41, at a salary of \$400., Department of Psychology.

Miss Fern Ratcliffe, Assistant Home Demonstration Agent at Jackson, Breathitt County, Kentucky, effective September 1, 1940, at a salary of \$1200 per annum.

Frank Winchester, graduate assistant under grant of the General Education Board, for a period of 12 months, beginning September 15, 1940, at the rate of \$60 a month.

Gayle Starnes, assistant to the President for year 1940-41, salary \$40.00 per month, in addition to his regular salary in the Department of University Extension.

On motion, properly seconded, the Committee adjourned.

D. H. Peak
Secretary of the Board of
Trustees