

Minutes of the Regular Quarterly Meeting of the Board of Trustees for Wednesday, December 19, 1923.

The regular quarterly meeting of the Board of Trustees of the University of Kentucky met in the President's office at the University on Wednesday, December 19, 1923. The following members were present: Judge Rainey T. Wells, Senator H. M. Froman, Mr. Howard P. Ingels, Mr. J. I. Lyle, Mr. Frank McKee, Mr. W. H. Grady, Judge R. C. Stoll, Mr. W. C. Hanna, Mr. Lewis M. Lebus, Mr. J. R. Rash. Mr. Clell Coleman, Commissioner of Agriculture, elect, at the invitation of the President, was present at the meeting. Frank L. McVey, President of the University, and Wellington Patrick, Secretary of the Board, were also present.

The minutes of the meeting of the Board of Trustees for October 2 were read and approved.

1. Report of the Business Agent. The report of the Business Agent was read and ordered incorporated in the minutes. The report was as follows:

Lexington, Kentucky  
December 19, 1923

President Frank L. McVey  
University of Kentucky

Dear President McVey:

I am submitting statement of income and expenditures for the month of November. It now appears that it will not be necessary to borrow more than \$150,000 for current expenses. Of that amount notes for \$115,000 have been executed and placed to the credit of the Treasurer of the University. I am asking Judge Stoll to sign a note for \$35,000 today. Judge Stoll suggests that it may be well for the Board to approve the amount of above loan.

In event any large amount has to be paid on account of basket ball building, I am not at all sure we shall have sufficient funds to meet our current expenses, and such an amount as may have to be paid on the basket ball building, so it may be well for the Board today to make some provision for such an emergency.

Very truly yours,

D. H. Peak  
Business Agent

Statement of Income and Expenditures  
Month of November, 1923

|   | Previously<br>Reported | Current<br>Month   | Fiscal<br>Year<br>To Date |
|---|------------------------|--------------------|---------------------------|
| <b>General Fund Income</b>              |                        |                    |                           |
| Federal Appropriation                   | 42,750.00              |                    | 42,750.00                 |
| General Education Board                 | 2,050.00               |                    | 2,050.00                  |
| Special Agricultural<br>Appropriation   | 12,520.00              |                    | 12,520.00                 |
| State Tax                               | 15,498.52              | 11,296.98          | 26,795.50                 |
| Interest on Endowment<br>Bonds          | 4,322.25               |                    | 4,322.25                  |
| Interest on Liberty Bonds               | 850.00                 |                    | 850.00                    |
| Student Fees                            | 26,099.99              | 26.02              | 26,126.01                 |
| Student Fees- Veterans<br>Bureau        |                        | 2,257.83           | 2,257.83                  |
| Student Fees- Summer<br>School          | 13,968.80              |                    | 13,968.80                 |
| Student Fees- University<br>High School | 1,636.25               |                    | 1,636.25                  |
| Student Fees- University<br>Extension   | 2,520.38               | 1,509.36           | 4,029.74                  |
| Miscellaneous Receipts                  | 1,480.59               | 244.12             | 1,724.71                  |
| Rentals                                 | 1,481.00               | 391.00             | 1,872.00                  |
| Total                                   | <u>125,177.78</u>      | <u>15,725.31</u>   | <u>140,903.09</u>         |
| <b>Expenditures</b>                     |                        |                    |                           |
| Instruction                             | 124,412.10             | 40,259.93          | 164,672.03                |
| Administration Expense                  | 47,979.32              | 8,966.73           | 56,946.05                 |
| Additions and Betterments               | 3,396.72               | 1,527.49           | 4,924.21                  |
| Total                                   | <u>175,788.14</u>      | <u>50,754.15</u>   | <u>226,542.29</u>         |
| Excess of Expenditures<br>over Income   | <u>(50,610.36)</u>     | <u>(35,028.84)</u> | <u>(85,639.20)</u>        |
| <b>Patterson Hall Income</b>            |                        |                    |                           |
| Board                                   | 10,997.70              | 3,823.75           | 14,821.45                 |
| Miscellaneous Receipts                  | 2.97                   |                    | 2.97                      |
| Room Rent- Summer School                | 2,374.50               |                    | 2,374.50                  |
| Total                                   | <u>13,375.17</u>       | <u>3,823.75</u>    | <u>17,198.92</u>          |
| <b>Expenditures</b>                     |                        |                    |                           |
| Expense                                 | 7,976.88               | 3,948.54           | 11,925.42                 |
| Additions and Betterments               | 160.00                 | 27.50              | 187.50                    |
| Total                                   | <u>8,136.88</u>        | <u>3,976.04</u>    | <u>12,112.92</u>          |
| Excess of Income over<br>Expenditures   | <u>5,238.29</u>        | <u>(152.29)</u>    | <u>5,086.00</u>           |
| General Fund Income                     | 138,552.95             | 19,549.06          | 158,102.01                |
| General Fund Expenditures               | <u>183,925.02</u>      | <u>54,730.19</u>   | <u>238,655.21</u>         |

|  |                  |                    |                     |
|--|------------------|--------------------|---------------------|
| Excess of General Fund Expenditures over Income                                | (45,372.07)      | (35,181.13)        | (90,553.20)         |
| Excess of Receipts over Expenditures for General Ledger Account                | <u>75,831.54</u> | <u>(9,010.70)</u>  | <u>66,820.84</u>    |
| Excess of Expenditures over Receipts for the Fiscal year to date- General Fund | <u>30,459.47</u> | <u>(44,191.83)</u> | <u>(13,732.36)</u>  |
| Excess of Expenditures over Receipts for the fiscal year to date- General Fund |                  |                    | (13,732.36)         |
| Cash in Bank July 1, 1923- General Fund  |                  |                    | (119,025.74)        |
| Cash in Bank November 30, 1923- General Fund                                   |                  |                    | <u>(132,758.10)</u> |
| Trust Fund Income  |                  |                    |                     |
| Student Loan Fund  | 554.02           | 124.36             | 678.38              |
| Special Scholarships   | 1,318.50         |                    | 1,318.50            |
| Civilian Rehabilitation Fund   | <u>119.45</u>    | <u>315.75</u>      | <u>435.20</u>       |
| Total Income   | <u>1,991.97</u>  | <u>440.11</u>      | <u>2,432.08</u>     |
| Student Notes Paid   | <u>1,905.00</u>  | <u>262.00</u>      | <u>2,167.00</u>     |
| Total Receipts   | <u>3,896.97</u>  | <u>702.11</u>      | <u>4,599.08</u>     |
| Expenditures   |                  |                    |                     |
| Expense  | 687.95           | 515.75             | 1,203.70            |
| Student Notes  | <u>1,486.00</u>  | <u>730.00</u>      | <u>2,216.00</u>     |
| Total  | <u>2,173.95</u>  | <u>1,245.75</u>    | <u>3,419.70</u>     |
| Excess of Receipts over Expenditures   | <u>1,723.02</u>  | <u>(543.64)</u>    | <u>1,179.38</u>     |
| Excess of Receipts over Expenditures for the Fiscal Year to date- Trust Fund   |                  |                    | 1,179.38            |
| Cash in Bank July 1, 1923- Trust Fund  |                  |                    | 67.34               |
| Cash in Bank November 30, 1923- Trust Fund                                     |                  |                    | <u>1,246.72</u>     |
| Experiment Station Income  |                  |                    |                     |
| Hatch- Federal Appropriation   | 7,500.00         |                    | 7,500.00            |
| Milk and Butter -Cash Receipts   | 4,100.55         | 1,443.54           | 5,544.09            |
| Beef Cattle Sales  | 642.97           | 157.14             | 800.11              |
| Dairy Cattle Sales   | 80.00            | 27.00              | 107.00              |
| Sheep Sales  | 247.20           |                    | 247.20              |
| Swine Sales  | 76.31            | 231.06             | 307.37              |
| Poultry Sales  | 947.86           | 357.73             | 1,305.59            |
| Farm Produce Sales   | 329.20           | 80.66              | 409.86              |
| Horticultural Sales  | 359.55           | 63.20              | 422.75              |
| Seed Test  | 29.00            | 24.00              | 53.00               |
| Rentals  | 722.67           | 110.67             | 833.34              |
| Miscellaneous  | 66.50            | 100.90             | 167.40              |

|  |                   |                    |                    |
|--|-------------------|--------------------|--------------------|
| Fertilizer- Fees   | 7,888.75          |                    | 7,888.75           |
| Public Service- State  |                   |                    |                    |
| Appro.   | 6,000.00          |                    | 6,000.00           |
| Public Service -Misc.  | 21.47             |                    | 21.47              |
| Feeding Stuffs - Fees  | 15,591.60         | 4,522.75           | 20,114.35          |
| Adams- Federal Appro.  | 7,500.00          |                    | 7,500.00           |
| Serum - Sales  | 2,290.70          | 388.54             | 2,679.24           |
| Serum- Virus Sales   | 69.90             | 15.50              | 85.40              |
| Serum- Supply Sales  | 19.53             | 3.95               | 23.48              |
| Serum- Miscellaneous   | 4.00              | 4.50               | 8.50               |
| State Appropriation  | 23,558.16         |                    | 23,558.16          |
| Creamery- License Fees   | 1,341.00          | 97.50              | 1,438.50           |
| Creamery- Testers' Licenses  | 520.00            | 100.00             | 620.00             |
| Creamery- Glassware Tested   | 79.55             | 63.44              | 142.99             |
| Total  | <u>79,986.47</u>  | <u>7,792.08</u>    | <u>87,778.55</u>   |
| Expenditures   |                   |                    |                    |
| Expense  | 74,520.47         | 22,008.95          | 96,529.42          |
| Additions and Betterments  | <u>1,196.81</u>   | <u>928.55</u>      | <u>2,125.36</u>    |
| Total  | <u>75,717.28</u>  | <u>22,937.50</u>   | <u>98,654.78</u>   |
| Excess of Expenditures<br>over Income  | <u>4,269.19</u>   | <u>(15,145.42)</u> | <u>(10,876.23)</u> |
| Excess of Expenditures over Income for<br>the Fiscal Year to date- Experiment<br>Station |                   |                    | <u>(10,876.23)</u> |
| Cash in Bank July 1, 1923- Experiment Sta.   |                   |                    | <u>45,243.79</u>   |
| Cash in Bank November 30, 1923- Experiment Sta.  |                   |                    | <u>34,367.56</u>   |
| Extension Division   |                   |                    |                    |
| Federal Smith-Lever  | 76,120.65         |                    | 76,120.65          |
| State Smith-Lever  | 50,302.62         |                    | 50,302.62          |
| Federal Supplementary  | 22,550.47         |                    | 22,550.47          |
| County and Other   | <u>1,603.95</u>   | <u>50.00</u>       | <u>1,653.95</u>    |
| Total  | <u>150,577.69</u> | <u>50.00</u>       | <u>150,627.69</u>  |
| Expenditures   |                   |                    |                    |
| Expense  | <u>107,608.48</u> | <u>28,566.89</u>   | <u>136,175.37</u>  |
| Excess of Income over<br>Expenditures  | <u>42,969.21</u>  | <u>(28,516.89)</u> | <u>14,452.32</u>   |
| Excess of Income over Expenditures for the<br>Fiscal year to date- Extension Division    |                   |                    | <u>14,452.32</u>   |
| Cash in Bank July 1, 1923- Extension Division  |                   |                    | <u>10,787.01</u>   |
| Cash in Bank November 30, 1923- Extension Div.   |                   |                    | <u>25,239.33</u>   |



5.

|   | Previously<br>Reported | Current<br>Month   | Fiscal<br>Year<br>To Date |
|---|------------------------|--------------------|---------------------------|
| <b>Summary</b>  |                        |                    |                           |
| General Fund Income   | 138,552.95             | 19,549.06          | 158,102.01                |
| Trust Fund Income   | 1,991.97               | 440.11             | 2,432.08                  |
| Experiment Station<br>Income  | 79,986.47              | 7,792.08           | 87,778.55                 |
| Extension Division<br>Income  | <u>150,577.69</u>      | <u>50.00</u>       | <u>150,627.69</u>         |
| Total   | <u>371,109.08</u>      | <u>27,831.25</u>   | <u>398,940.33</u>         |
| <b>General Fund Expendi-<br/>tures</b>  |                        |                    |                           |
| General Fund Expendi-<br>tures  | 183,925.02             | 54,730.19          | 238,655.21                |
| Trust Fund Expenditures   | 687.95                 | 515.75             | 1,203.70                  |
| Experiment Station Ex-<br>penditures  | 75,717.28              | 22,937.50          | 98,654.78                 |
| Extension Division Ex-<br>penditures  | <u>107,608.48</u>      | <u>28,566.89</u>   | <u>136,175.37</u>         |
| Total   | <u>367,938.73</u>      | <u>106,750.33</u>  | <u>474,689.06</u>         |
| Excess of Expenditures<br>over Income   | 3,170.35               | (78,919.08)        | (75,748.73)               |
| Excess of Receipts over<br>Expenditures for General<br>Ledger Accounts                | 77,736.54              | (8,748.70)         | 68,987.84                 |
| Student Notes   | <u>(1,486.00)</u>      | <u>(730.00)</u>    | <u>(2,216.00)</u>         |
| Excess of Expenditures over Receipts<br>for the Fiscal Year to date-<br>Combined Fund | <u>79,420.89</u>       | <u>(88,397.78)</u> | <u>(8,976.89)</u>         |
| Excess of Expenditures over Receipts<br>for the Fiscal year to date-<br>Combined Fund |                        |                    | (8,976.89)                |
| Cash in Bank and on Hand July 1, 1923   |                        |                    | (61,427.60)               |
| Cash in Bank and on Hand November 30, 1923 -<br>Combined Fund                         |                        |                    | (70,404.49)               |

2. Report of the President. The President read to the Board of Trustees his quarterly report which had been passed on at a previous meeting of the Board and which had been ordered printed. The report is to be printed about January 1, circulated to the members of the Board, and distributed to the Legislature. A copy of that report has been filed with these minutes.

3. Memorial Building and Stadium. A motion was made, by Mr. Grady, seconded by Mr. Wells that a committee consisting of Judge Stoll, Mr. Gordon, and Mr. Lebus be appointed to investigate and report on the advisability, legal and otherwise, of using the Memorial Building funds in connection with the stadium. In case this is not found to be advisable for legal or other reasons, then the committee is to make recommendation as to the best method of utilizing these funds. The motion carried.

4. Needs of the College of Engineering. A communication from Dean Anderson was read by President McVey setting forth the needs of the College of Engineering and calling attention to the necessity of certain funds for the College in the near future. In the discussion it was pointed out that part of the program set forth by Dean Anderson will be taken care of in the general legislative request of the Board. No further action was taken regarding the matter.

5. Alumni Election. In accordance with the regulations of the Board of Trustees and the statutes, the ballots for an Alumni member of the Board of Trustees were opened and counted. The following persons from the Alumni Association were present and were witnesses to the proceedings of the election and also permitted to inspect the ballots: Professor W. E. Freeman, Professor T. T. Jones, Miss Teresa Buchignani, and Miss Cella Taylor. The following was the official count of the ballots cast for the various nominees:

|                               | Votes |
|-------------------------------|-------|
| James Frank Battaile.....     | 415   |
| Herbert Dade Graham.....      | 388   |
| William Claude Wilson.....    | 333   |
| Louis Edward Hillenmeyer..... | 299   |
| Virgil Yandell Moore.....     | 257   |
| Reuben Miller Holland.....    | 230   |

A motion was made, seconded, and adopted, directing the Secretary, in accordance with the regulations, to certify the first three names on the list to the Governor, but that in view of the fact that there might be one or more persons on the list ineligible at the time the appointment is made, the Secretary was directed to furnish to the Governor for his information, the names of the other three persons, together with a statement of

the votes received, so that he may, if he desires, select other names on the list to replace those who might be ineligible. The Secretary was also directed to furnish the Governor a copy of the regulations of the Board and to call his attention to the law governing such elections.

6. Candidates for Degrees. The following communication from the Secretary of the Senate recommending candidates for degrees was presented. On motion duly seconded the degrees recommended were ordered to be conferred.

University of Kentucky  
Lexington  
December 18, 1923

President Frank L. McVey  
University of Kentucky

My dear President McVey:

I am attaching the recommendation of the University Senate to the Board of Trustees of candidates for degrees.

Very truly yours

Ezra L Gillis  
Secretary of the Senate

To the Board of Trustees  
University of Kentucky

Gentlemen:

The following students are recommended by the University Senate for the degrees indicated below:

Bachelor of Arts

Otho Berry Anderson  
Maria Matilda Brock  
Roscoe Cross  
Effie Denney  
Fred Alan Engle  
Clyde Filbeck

McClellan Galbraith  
David Alwin Hopkins  
Margaret Elizabeth Ligon  
Claude Bishop McCarty  
Graham Barnes McCormick  
Otis Luther Mullikin

Fred Alves Orth  
Sara Nancy Smock  
Belle Walker

8.

Bachelor of Science

Stanton Lindsey Dorsey

Bachelor of Science in Agriculture

William Franklin Coslow  
Luther Franklin Morgan  
William Orlando Suiter  
Joseph Chesley Towery  
Ralph Owen Wilson

Bachelor of Science in Home Economics

Katherine Elizabeth Pennington

Bachelor of Laws

James Sidney Caudel  
Roy Mitchell Moreland  
James Blaine Nickell  
William Henry Smith  
Harry Edward Hoffman

Master of Arts

Clarence D. Redding

Mechanical Engineer

John Milton Foster

Civil Engineer

Earl Parker Robinson

Respectfully,

Ezra L. Gillis  
Secretary of the Senate

7. Biological Station on the Robinson Mountain Property.  
The following communication from Dr. W. D. Funkhouser was read,  
and on motion duly seconded, the establishment of the biological  
station requested was authorized.

9.

University of Kentucky  
Lexington  
December 14, 1923

President F. L. McVey  
University of Kentucky

Dear Doctor McVey:

I beg to submit the following memoranda regarding the proposed Biological Station for the University of Kentucky:

1. The University of Kentucky has no field station for biological work, as have most leading institutions in this country (e. g., the Indiana University Biological Station at Winona Lake, the Lake Laboratory of Ohio State University, the Mountain Laboratory of the University of Colorado, the Desert Laboratory of Carnegie Institute, the Marine Biological Laboratory at Woods Hole, etc.) and the Department of Zoology is handicapped in this respect.

2. Such a field station requires a considerable tract of undeveloped country, preferably rugged, timbered, uninhabited, with primeval natural conditions in the native fauna and flora.

3. The tract designated as "No. 6" in the lands given to the University by the E. O. Robinson Mountain Fund is exceptionally well suited to such a project. It is located near Quicksand, Kentucky, is well timbered and watered, with attractive topographical features and unusual biologic resources. It contains the largest number of species of insects, snakes, birds and native mammals of any section of Kentucky with which we are familiar.

4. This tract is isolated from the other properties, is not suitable for any kind of agricultural development nor extensive reforestation, and is not favorably located for educational projects of any other type.

5. The Department of Zoology of the University therefore begs to request that it be allowed the use of this parcel of land for the maintenance of a biological station to be known as the "Zoological

Field Laboratory of the University of Kentucky" so that the following projects may be undertaken:

- (a) The establishment of a bird sanctuary and game preserve.
- (b) The erection of two or three rough buildings suitable for field laboratories and camps. (Note: The material for such construction is available in the properties now owned by the University at Quick-sand and which are to be torn down.)
- (c) The opportunity for research work in Ornithology, Entomology, Herpetology and Ecology by advanced students in the field at all seasons of the year.
- (d) The offering of part of our Summer School program (particularly the bird, insect, and ecological work) at the station during the summer.

The department is prepared to make suggestions and recommendations regarding the camp site, transportation, conduct of Summer School classes, and administration, if the proposed plan is approved.

Respectfully submitted

W. D. Funkhouser  
Head, Department of Zoology

8. Change in Commencement Date. The following recommendation from the University Senate was read and approved:

- 1. Begin final examinations on May 30 as per the schedule in the catalog. Hold examinations until Saturday noon, May 31.
- 2. Saturday afternoon, May 31, Class Day.
- 3. Saturday evening, May 31, Alumni Banquet.
- 4. Sunday, June 1, Baccalaureate Sermon.
- 5. Monday, June 2, Commencement Exercises.
- 6. Resume examinations Tuesday, June 3, and continue through Saturday, June 7.
- 7. Boys and Girls Club Week to begin June 9 and close June 14.
- 8. Summer Session to open June 16 and continue nine weeks.

9. Leave of Absence for Professor McHenry Rhoads. A communication was read from Professor McHenry Rhoads requesting leave of absence for a period of four years without pay. On motion, duly seconded, the leave of absence requested was granted.

10. Appointments. On recommendation of President McVey the

following appointments were approved:

Appointment of J. Lee MacGregor as instructor in the Department of History and Political Science as substitute for Assistant Professor J. C. Jones from January 1 to end of second semester (1923-1924), at a salary of \$900.00 for this period.

Appointment of M. E. Ligon as Professor of Secondary Education to succeed Professor McHenry Rhoads from January 1 to end of second semester in June, 1923, and to become Principal of the University High School beginning with the school year 1924-1925, at a salary of \$4,000 a year.

Appointment of Fred W. Fitschen as inspector in the Feed Department of the Experiment Station at a salary of \$1,500 a year which is to be increased to \$1,800 a year after a period of six months' service if his services prove satisfactory.

Promotion of Miss Ethel Hoppman to position of Serologist at an increase of salary from \$1,620 to \$1,800 a year, effective January 1, 1924.

Continuation of employment of W. G. Trice as county agent, Allen County, from January 1 to December 31, 1924, at a salary of \$191  $\frac{2}{3}$  a month.

Continuation of employment of T. L. Britton as county agent, Leslie County, from January 1 to December 31, 1924, at a salary of \$133  $\frac{1}{3}$  a month.

Continuation of employment of J. B. Gardner as county agent, Calloway County, from January 1 to December 31, 1924, at a salary of \$200 a month.

Appointment of W. C. Wilson as acting Secretary of the Alumni Association on one-half time at a salary of \$120 a month.

Continuation of employment of I. C. Graddy as county agent, Todd County, from January 1 to December 31, 1924, at a salary of \$250 a month.

Continuation of employment of H. F. Link as county agent, Campbell County, from January 1 to December 31, 1924, at a salary of \$216  $\frac{2}{3}$  a month.

Continuation of employment of Miss Mary Ella Rudy as home demonstration agent, Simpson County, from November 1 to December 31, 1923, at a salary of \$125 a month.

11. Resignations. On the recommendation of President McVey the following resignations were approved:

Resignation of Miss Norma Harrison, secretary in the Department of Home Economics, effective December 1, 1923.

Resignation of C. U. Jett, field agent in Farm Management, effective January 1, 1924.

Resignation of L. P. Benjamin, serologist in the Department of Public Service Laboratories, effective December 8, 1923.

12. Increase in Salary. On the recommendation of President McVey the following increase in salary was approved:

Increase in salary of Mr. James H. Martin, assistant chemist in the Department of Public Service Laboratories, from \$2,100 to \$2,400, effective January 1, 1924.

13. Committee for the Purchase of Land for the Experiment Station. On motion, duly seconded, a committee, consisting of Mr. Lebus, Mr. McKee and Senator Froman, was appointed to consider the purchase of certain lands for the Experiment Station.

14. Hospital Expenses of Miss Nan Hornsby. A bill for \$199.30 for the hospital expenses of Miss Nan Hornsby, incurred by reason of an accident on Stoll Field, was presented and ordered paid.

15. Repair of Band Instruments. A bill for \$391.35 for the repair of band instruments was presented and ordered paid.

16. Changes at Patterson Hall. A request for the installation of a bath room in the infirmary at Patterson Hall and for the construction of temporary quarters for house man in the basement was presented and authorized.

17. Equipment for Infirmary at Men's Dormitory. A request for the purchase of certain equipment for the Infirmary at the Men's Dormitory, amounting to approximately \$85.00, was presented and authorized.

18. Record of the Experiment Station in the Show Circuit for the Past Season. A communication from Dean Cooper was read, giving the record of the Experiment Station on the show circuit during the past season, and ordered incorporated in the minutes. It was as follows:



13.

University of Kentucky  
Lexington  
December 12, 1923

President F. L. McVey  
University of Kentucky

Dear President McVey:

I believe that the results obtained by the Experiment Station in the recent show circuit will be of interest to you and to the members of the Board of Trustees.

Sixty-two ribbons and a silver trophy were won on our sheep, eight ribbons with swine, and twenty-eight ribbons with cattle, making a total of ninety-eight ribbons and in addition \$1,066 in prize money. Livestock was shown at the Blue Grass Fair, the Kentucky State Fair and at the International Livestock Show. It is of interest to note that thirty-two of the ribbons were won at the International.

Very truly yours

Thomas Cooper  
Dean and Director

19. Installation of Telephone Exchange. President McVey made a statement before the Board regarding the installation of a telephone exchange at the University. The matter was discussed and the President was authorized to use his discretion regarding the matter.

20. Location of Stadium. The following communication from Mr. Lyle was read and ordered incorporated in the minutes. On motion duly seconded and unanimously adopted, the location of the stadium was fixed in accordance with the request of Mr. Lyle, Chairman of the Stadium Building Committee.

University of Kentucky  
Lexington  
December 19, 1923

Dr. Frank L. McVey  
Judge Richard C. Stoll  
Senator H. M. Froman

Special Committee, Basketball Building and Stadium

Gentlemen:

I am instructed by the Stadium Committee of the

Alumni Association to ask your approval on the location of the stadium in the southwest corner of Stoll Field, at the intersection of Winslow and Rose Streets, with its main axis running parallel to Winslow Street. The structure will be located so that it comes on a line with the present basketball building and will be about the same distance from Rose Street.

I would thank you if your committee would formally approve of this location and inform me in writing of this fact.

Yours very truly,

J. I. Lyle  
Chairman, Stadium Committee

21. The Basketball Building. Judge Stoll made a statement to the Board, reviewing the situation regarding the Basketball Building, stating that contracts had been drawn and action taken by the various committees. The following documents were presented and ordered entered in the record. The resolution offered was duly seconded and unanimously adopted.

WHEREAS, heretofore the Executive Committee of the University of Kentucky adopted a resolution relative to the construction of a building upon the Campus of the University known as the Basketball Building, which it was thought at that time would cost the sum of Sixty Thousand (\$60,000) Dollars, including the foundation for said building; and

WHEREAS, it has been found that said building will cost something like Ninety Thousand (\$90,000) Dollars in all; and

WHEREAS, in said resolution the University of Kentucky agreed to advance Twenty Thousand (\$20,000) Dollars of its own funds for the purpose of constructing said building for the reason that said building will be useful for a gymnasium and for large gatherings of students and for commencement exercises; and

WHEREAS, in said resolution the Athletic Council of the University of Kentucky agreed to pay to the University the net earnings arising from the playing of basketball games in said building until the sum of Twenty Thousand (\$20,000) Dollars so advanced by it was repaid to the University; and

WHEREAS, in order to provide funds for the completion of said building, it is necessary for the University to agree that the Athletic Council of the University be not required to pay to the University any such net earnings until after the notes, which are executed under the contract hereinafter referred to, have been fully paid; and

WHEREAS, the Alumni Association of the University and the Alumni Stadium Drive Committee of the University have requested the University to execute jointly with the Alumni Association and the Athletic Council the contract hereinafter referred to,

NOW, THEREFORE, BE IT RESOLVED, By the Board of Trustees of the University of Kentucky:

1. That the Chairman of the Executive Committee and the Secretary of the University, under its corporate seal, be, and they are hereby authorized to sign for and on behalf of the University a contract, which said contract is in words and figures as follows:

THIS AGREEMENT, made and entered into this the 22 day of December, 1923, by and between THE BLANCHARD-CROCKER COMPANY, a corporation, whose principal office is in Lexington, Kentucky, (hereinafter sometimes called "Contractor") party of the first part, the ALUMNI ASSOCIATION OF THE UNIVERSITY OF KENTUCKY, (hereinafter sometimes called the "Owner") party of the second part, the ATHLETIC COUNCIL OF THE UNIVERSITY OF KENTUCKY, (hereinafter sometimes called "Athletic Council") party of the third part, and the UNIVERSITY OF KENTUCKY, party of the fourth part,

W I T N E S S E T H:

The Contractor, in consideration of the mutual agreements and covenants hereinafter contained, does hereby agree with the Owner as follows, to-wit:

WORK AND MATERIALS: The Contractor shall provide all materials, tools, appliances and equipment of every kind, class and description, and shall and will perform and execute all of the work required and necessary for the construction of a Basketball Building on the grounds of the University of Kentucky in strict accordance with the plans and specifications therefor, which said plans and specifications are hereto attached and made part of this contract and are identified by the signatures of  
and with the following exceptions:

1. There is excluded from this contract all work let under a former contract to said Contractor, which consists of all concrete foundations, grading, filling and cement paving inside and outside of said building.

2. All plumbing and heating.  
All other work, as provided for in said plans and specifications, including brick work and electric wiring, shall be performed by the Contractor under this agreement, except that concrete coping will be substituted for stone coping.

It is understood that the contract for the brick work shall be let to Richard Shea at a price of Sixteen Thousand, Six Hundred (\$16,600) Dollars, and that the Contractor will not be held responsible for the progress of or character of the work done or materials furnished under said contract with Richard Shea, but he is to pay the said Richard Shea for doing said brick work in accordance with the estimates allowed by the Owner when and as allowed to him.

PAYMENTS: As full consideration for the work done under this contract, the Owner agrees to pay to the Contractor the sum of Sixty-nine Thousand, Five Hundred and Thirty-seven (\$69,537) Dollars, which said sum shall include, of course, the sum of Sixteen Thousand, Six Hundred (\$16,600) Dollars due to said Richard Shea by reason of his contract for doing the brick work, as hereinabove set out, and said payments shall be made as follows:

As the work progresses cash payments, amounting to Thirty-nine Thousand, Eight Hundred (\$39,800) Dollars, will be paid on architect's estimate, as hereinafter provided. The balance of the contract price shall be paid upon architect's estimates, as hereinafter provided for, in promissory notes, which said notes shall be in denominations of One Thousand (\$1,000) Dollars each, and shall be in an amount equal to the architect's estimates, if said estimate shall be an even One Thousand (\$1,000) Dollars, or if there be an amount over One Thousand Dollars (\$1,000), this amount shall be disregarded, but carried forward on the next payment due. All of said notes shall be dated upon the same date as the architect's estimate, and one-half of said notes par value shall be due and payable one year and one-half shall be due and payable in two years from their respective dates. Each of said notes shall bear interest at the rate of six per cent per annum from date until paid if the Owner shall arrange to discount said notes, but the Owner shall be under no obligation to so discount said notes. If the owner does not arrange to discount said notes at the time they are to be delivered, then, in that event, it is agreed that the principal of said notes shall be increased in such an amount as to make the notes yield interest at the rate of seven per cent per annum until paid, although the notes shall, on their face, bear interest at the rate of six per cent per annum. Said notes shall be signed by the Alumni Association of the University of Kentucky, but shall be payable only out of the net earnings accruing from the Basketball building erected under this contract, as net earnings are defined in this contract, and said net earnings shall be applied to the payment of said notes until they have been fully paid, and each of said notes shall have the following written thereon, to-wit:

"This is one of a series of notes given under

the terms of a contract hereinafter referred to for the erection of a basketball building upon the grounds of the University of Kentucky.

The net earnings of the basketball building, as net earnings are defined in the contract hereinafter referred to, will be applied when and as received upon the notes, of which this is one of a series, in the order of the maturity of said notes until paid, by the Athletic Council of the University of Kentucky, but neither the University of Kentucky or any individual who is a member of any organization signing this note, shall be liable or responsible in any way for the payment of this note, or any other notes, that might be executed by the Alumni Association of the University of Kentucky, or by any other person or persons, for any sum whatsoever, which may be given for any of the work done under the contract hereinafter referred to.

This note is given in part payment for the construction of a basketball building upon the grounds of the University of Kentucky in accordance with a contract dated the        day of                     , 1923, and is payable only in accordance with the terms of said contract, which said contract is on file in the office of the Secretary of the Alumni Association of Kentucky, Lexington, Kentucky; and this note is subject to all of the conditions and stipulations set out in said contract."

All of said notes shall be made payable at the Fayette National Bank of Lexington, Kentucky.

The University of Kentucky agrees not to interfere with the expenditure of any funds which the Athletic Council of the University of Kentucky may have arising out of the net earnings from the basketball building, as net earnings are hereafter described, until after the notes and interest herein referred to shall be fully paid.

The expression "net earnings" from the basketball building, as referred to in this contract and in the notes referred to herein, shall be construed to mean the amounts of money accruing to the Athletic Council of the University of Kentucky from the playing of basketball and other games in the building constructed under this contract, which shall remain in the hands of the Athletic Council after paying the guaranty of visiting teams and fees of officials, printing, advertising and all other expenses connected therewith, and all other net income which might accrue to the Athletic Council from the use of said building, but nothing shall prevent the University of Kentucky from using the said building for general University

purposes and for its entertainments, for which no admission fee is charged.

On the first and fifteenth of each month, the architect will prepare estimates equal to ninety (90) per cent of the amount completed on said building. Said estimates shall be approved by the Chairman of the Building Committee of the Alumni Association, and when so approved shall be paid in cash, or by notes, as herein set forth, provided that the total cash payments shall not in any event exceed the sum of Thirty-nine Thousand, Eight Hundred (\$39,800) Dollars; and provided that, unless said estimates are so approved within twenty-four (24) hours after they are prepared by the architect on the dates aforesaid, said estimates shall be paid; and provided further that the final estimate shall, before payment, be approved by the Chairman of said Building Committee and the representative of the University of Kentucky.

It is expressly agreed between the parties hereto that the Owner herein and the Athletic Council will not create any indebtedness or other encumbrance of any kind or character whatsoever on said basketball building, or the income therefrom, until all of the notes executed under this contract to the party of the first part shall have been fully paid.

It is expressly agreed and understood that the University of Kentucky shall not be liable in any way for the payment of any of the notes hereinabove referred to or any part thereof, or any interest thereon, and no lien shall be asserted by the Contractor or any sub-contractor, or any one else, upon the property of the University of Kentucky, or upon the building constructed under this contract, on account of any work done, labor performed or material furnished, or otherwise, under this contract, or on account of any sum which may be due upon said notes, or either of them, and if any lien be asserted by any sub-contractor upon the property of the University of Kentucky, or on the building herein, the Contractor will immediately procure the release of such lien asserted.

SUPERINTENDENCE: It is understood and mutually agreed, by and between the parties of this agreement, that all the work included in and comprehended by this contract is to be and shall be, executed under the direction of a superintendent as may be designated by the Owner, with the right reserved to the said Owner to change and remove said superintendent at will and employ his successor.

Wherever and whenever, in this contract, or in any plans or specifications forming a part of it, the words "Architect", or "Engineers" appear, they shall be construed to mean the architect, engineer or superintendent employed and selected



by the Owner, whether such architect, engineer or superintendent be the persons who prepared the plans and specifications or some other person or persons.

ALTERATIONS: No alterations or deviations from the drawings and specifications aforesaid shall be made by the Contractor except upon the express authority of the Owner or its authorized superintendent in charge.

INSPECTION: The Contractor shall, at all times, provide safe and sufficient facilities for the inspection of the work by the Owner and superintendent. The Contractor shall, within twenty-four (24) hours after the receipt of written notice from the Owner or authorized superintendent so to do, proceed at once to remove from the grounds and buildings all materials condemned by them, or either of them, whether worked or unworked, and take down any and all portions of the work which they, or either of them, may, by like written notice, condemn as unsound or improper or as failing fully to conform to the drawings and specifications hereinbefore referred to.

FAILURES AND NEGLECT: Should the Contractor, at any time, fail, refuse or neglect to supply an ample sufficiency of properly skilled mechanics or workmen, or should fail, refuse or neglect, at any time, to furnish and supply materials of the proper and required quality, or if it should fail in any respect to prosecute with due diligence and dispatch all the work comprehended by this agreement, then, in those events, or any of them, the Owner or authorized representative or superintendent shall be at liberty, after three (3) days' notice to the Contractor, to provide all such labor and materials and to terminate this contract forthwith.

COMPLETION: The Contractor agrees to complete work covered by this contract within six weeks from the date of the completion of the parapet wall. However, should the Contractor be delayed in the prosecution of the work by any act of the Owner or superintendent, or by a general strike of workmen in no wise caused by or resulting from any fault or collusion on the part of the Contractor, then the Contractor shall be relieved of responsibility caused by such enforced delays.

LIABILITY: The Contractor agrees to hold the Owner harmless from any and all claims for damages to persons or property in or about the premises during the carrying on or progress of this work, from any and all causes whatsoever; and the Contractor further agrees to carry Workmen's Compensation and Liability insurance protecting the workmen on said building and contingent liability insurance protecting the workmen, Contractor and the Owner against any personal injury that may be caused to the public, in or about the premises, during the carrying on of the work.

The cost of the Workmen's Compensation and Liability insurance to be charged as a part of the cost of the brick work and to be paid for by the Contractor.

ARBITRATION: It is mutually agreed, by and between the parties hereto, that in the event of disagreement between the parties, or in the event of a dissension from the decision of the superintendent, any and all such matters of dispute shall be referred to three (3) arbitrators, one to be selected and appointed by each of the two parties to this agreement, and third to be selected by the two (2) thus chosen.

INDIVIDUALS NOT RESPONSIBLE: It is agreed between all the parties hereto that no individual member of the Alumni Association, nor of the Alumni Executive Committee, nor of the Building Committee of the Alumni Association, the Athletic Council or the Greater Kentucky Campaign Committee, shall be liable or responsible in any manner whatsoever under this contract for the performance of same, and shall not be liable or responsible in any manner whatsoever for the payment of any note or notes which may be executed under this contract, it being specifically understood that no individual liability is incurred or assumed by any person in connection with this contract, or anything done by virtue thereof.

The University of Kentucky agrees that in the event the Owner does not make the cash payments as provided in this contract then it will make such payments to the Contractor, but the cash payments made by the Owner and the University of Kentucky combined shall not exceed the sum of Thirty-nine Thousand, Eight Hundred (\$39,800) Dollars.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures, and this contract is executed in triplicate, each copy to have the force and effect of an original, this the 22d day of December, 1923.

THE BLANCHARD-CROCKER COMPANY,

By E. C. Crocker  
President

UNIVERSITY OF KENTUCKY,

By Richard C. Stoll  
Chairman, Executive Committee  
SEAL

ATTEST

Wellington Patrick  
Secretary

ALUMNI ASSOCIATION,  
UNIVERSITY OF KENTUCKY,

By C. C. Calhoun  
President

ATHLETIC COUNCIL,  
UNIVERSITY OF KENTUCKY,

By H. E. Curtis



2. BE IT FURTHER RESOLVED, That the said contract be executed upon the presentation to the Secretary of the Board of the University of the following:

(a) A resolution of the Executive Committee of the Alumni Association of the University of Kentucky and a resolution of the Alumni Stadium Drive requesting the execution of the contract hereinabove referred to, and agreeing to pay to the University the sum of Nineteen Thousand, Eight Hundred (\$19,800) Dollars, or so much thereof as the University may be required to expend under said contract, and to pay such other sums as the University may have heretofore paid on account of the construction of said Basketball building out of the first funds which may hereafter be collected on account of the Alumni Stadium Drive, which has heretofore been conducted by the Alumni Association, and, inasmuch as the University will be required to expend the sum of Twenty Thousand (\$20,000) Dollars of its own money for the construction of said building, to pay to it such other funds as may come into the hands of the Alumni Association or the Alumni Stadium Drive which may be set aside for and appropriated for the purpose of constructing the said Basketball building.

(b) A resolution of the Athletic Council of the University agreeing to pay to the University the net receipts from all basketball games played in said building after the notes referred to in the contract have been fully paid until the University has been repaid the sum of Twenty Thousand (\$20,000) Dollars, which it agrees to advance for the construction of said Basketball building.

3. BE IT FURTHER RESOLVED, That the University of Kentucky advance the sum of Twenty Thousand (\$20,000) Dollars for the purpose of aiding in the construction of said Basketball building, which said sum is to be repaid to the University, as hereinabove set out.

4. The action of the said Committee heretofore appointed by the University in executing the contract for the foundation of the Basketball building is hereby ratified, approved and confirmed.

5. BE IT FURTHER RESOLVED, By the University of Kentucky, that it will not interfere with the expenditure of any funds which the Athletic Council of the University of Kentucky may have arising out of the net earnings of the Basketball building, as net earnings are defined in the contract hereinabove referred to, until after the notes and interest referred to in said contract have been fully paid.

22. Action by Alumni Association on Basketball Building. A resolution from the Alumni Association regarding the Basketball Building was presented and ordered incorporated in the minutes as follows:

WHEREAS, it has been ascertained that the Basketball building now being constructed on the grounds of the University of Kentucky will cost the sum of approximately Ninety Thousand (\$90,000) Dollars; and

WHEREAS, the University of Kentucky has agreed to advance the sum of Twenty Thousand (\$20,000) Dollars to pay for said building,

NOW, THEREFORE, BE IT RESOLVED, by the Executive Committee of the Alumni Association of the University of Kentucky as follows:

That the First Forty (\$40,000) Dollars net which might arise from amounts collected from the Alumni Stadium Drive be, and it is hereby appropriated for the purpose of paying for the Basketball building;

2. C. C. Calhoun, President of the Alumni Association, is authorized to execute and deliver for and on behalf of the Association a contract with the Blanchard-Crocker Company, in words and figures as follows:

(Same contract as entered in these minutes.)

3. That, upon the completion of said Basketball building and in compliance with the terms of the contract, the President of the Alumni Association or the Chairman of its Executive Committee, or either of them, be, and he is hereby authorized and directed to execute and deliver the notes set aside in said contract.

BE IT FURTHER RESOLVED, that the University of Kentucky be requested to advance an additional sum of Nineteen Thousand, Eight Hundred (\$19,800) Dollars on account of the construction of the Basketball building, and that this Association does hereby agree to reimburse the University of Kentucky in the said sum of Nineteen Thousand, Eight Hundred (\$19,800) Dollars, and any such other sum that the University may be required to pay on account of the construction of said Basketball building exclusive of the sum of Twenty Thousand (\$20,000) Dollars which the University itself agrees to advance.

BE IT FURTHER RESOLVED, that the Alumni Association of the University of Kentucky pay to the University of Kentucky any other funds which may come into its hands which may be set aside for and appropriated for the purpose of paying for the Basketball building until the University is reimbursed in the sum of Twenty Thousand (\$20,000) Dollars, which it has agreed to advance on account of the construction of said building.

I, W. C. Wilson, Secretary of the Alumni Association of the University of Kentucky, do hereby certify that the foregoing is a true and correct copy of a resolution of the Alumni Association of

the University of Kentucky, which was adopted at a meeting held on the 21st day of November, 1923, at which a quorum was present.

W. C. Wilson  
Secretary

23. Action by Alumni Stadium Drive Committee regarding Basketball Building. The following resolution from the Alumni Stadium Drive Committee regarding the Basketball Building was presented and ordered incorporated in the minutes.

WHEREAS, it has been ascertained that the Basketball building now being constructed on the grounds of the University of Kentucky will cost the sum of approximately Ninety Thousand (\$90,000) Dollars; and

WHEREAS, the University of Kentucky has agreed to advance the sum of Twenty Thousand (\$20,000) Dollars to pay for said building,

NOW, THEREFORE, BE IT RESOLVED, by the Alumni Stadium Drive Committee, (sometimes known as the Greater Kentucky Stadium Drive Committee) of the University of Kentucky as follows:

That the first Forty (\$40,000) Dollars which might arise from amounts collected from the Alumni Stadium Drive be, and it is hereby appropriated for the purpose of paying for the Basketball building..

2. C. C. Calhoun, President of the Alumni Association, is authorized to execute and deliver for and on behalf of the Association a contract with the Blanchard-Crocker Company, in words and figures as follows:

(Same contract as heretofore entered in these minutes.)

3. That, upon the completion of said Basketball building and in compliance with the terms of the contract, the President of the Alumni Association or the Chairman of its Executive Committee, or either of them, be, and he is hereby authorized and directed to execute and deliver the notes set aside in said contract.

BE IT FURTHER RESOLVED, that the University of Kentucky be requested to advance an additional sum of Nineteen Thousand, Eight Hundred (\$19,800) Dollars on account of the construction of the Basketball building, and that this Association does hereby agree to reimburse the University of Kentucky in the said sum of Nineteen Thousand, Eight Hundred (\$19,800) Dollars, and any such other sum that the University may be required to pay on account of the construction of said Basketball building exclusive of the sum of Twenty Thousand (\$20,000) Dollars which the University itself agrees to advance.

BE IT FURTHER RESOLVED, that the Alumni Stadium Drive Committee of the University of Kentucky pay to the University of Kentucky any other funds which may come into its hands which may be set aside for and appropriated for the purpose of paying for the Basketball building until the University is reimbursed in the sum of Twenty Thousand (\$20,000) Dollars, which it has agreed to advance on account of the construction of said building.

I, Frank Battaile, Acting Secretary of the Alumni Stadium Drive Committee of the University of Kentucky, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Alumni Stadium Drive Committee of the University of Kentucky on the 23d day of November, 1923, at which a quorum was present.

Frank Battaile  
Acting Secretary

24. Action by the Athletic Council of the University regarding Basketball Building. The following resolution from the Athletic Council of the University of Kentucky regarding the Basketball Building was presented and ordered incorporated in the minutes.

WHEREAS, the Alumni Stadium Drive and the Alumni Association of the University of Kentucky have entered into a contract, which is hereinafter set out, with The Blanchard-Crocker Company for the purpose of constructing a Basketball building on the grounds of the University of Kentucky; and

WHEREAS, the Athletic Council of the University of Kentucky is very much interested in the completion of said Basketball building,

NOW, THEREFORE, BE IT RESOLVED, by the Athletic Council of the University of Kentucky, that H. E. Curtis, Secretary of said Council be, and he is hereby authorized for and on behalf of said Council to execute with The Blanchard-Crocker Company the following contract:

(Same contract as heretofore entered in these minutes.)

BE IT FURTHER RESOLVED, that all of the net earnings arising from the Basketball building, as net earnings are defined in said contract, be, and they are hereby set aside for the purpose of paying the notes set out in said contract.

BE IT FURTHER RESOLVED, by the Athletic Council of the University of Kentucky that, when said notes are paid, all the net earnings arising from the Basketball building will be paid to the University of Kentucky until the amount so paid to them plus any amount which it might receive on account of the Twenty Thousand (\$20,000) Dollars advanced by the University of Kentucky from the

Alumni Association equals the sum of Twenty Thousand (\$20,000) Dollars.

I, H. E. Curtis, Secretary of the Athletic Council of the University of Kentucky, do hereby certify that the foregoing is a true and correct copy of a resolution of the Athletic Council of the University of Kentucky, which was adopted at a meeting held on the 8th day of October, 1923, at which a quorum was present.

H. E. Curtis  
Secretary

Whereupon the Board adjourned.

Respectfully submitted

Wellington Patrick

Secretary of the Board

**Missing report(s)**