

Minutes of the Regular Monthly Meeting of the Executive Committee for October 15, 1923.

The Executive Committee of the Board of Trustees of the University of Kentucky met in regular monthly session in Judge Stoll's office on Tuesday, October 15, at 7:30 p. m. Those present were: R. C. Stoll, George Colvin and H. M. Froman. Frank L. McVey, President and Wellington Patrick, Secretary of the Board were also present.

1. Basket Ball Building. A committee from the Alumni Association and Athletic Council was present, the following persons being representatives from those organizations: Dr. W. D. Funkhouser, chairman of the Athletic committee; Mr. George B. Carey, chairman of the executive campaign committee of the Alumni Association; Mr. Duncan Hamilton of the Alumni Association; and Mr. J. White Gwyn. The committee from the Alumni Association formally requested the Executive Committee to enter into a contract for the erection of a Basket Ball Building. Mr. Carey made the following statement: That a contract had been signed for the erection of a basement to the Basket Ball Building at a cost of \$20,000; that the Alumni had set aside \$40,000 from the campaign funds to be applied on a Basket Ball Building; that the total cost, according to present plans, of a Basket Ball Building would be about \$56,000 and would not exceed \$60,000; that the plans of the Alumni to pay for the building are as follows: (1) To appropriate \$40,000 from the campaign funds of the Alumni, and (2) to take the receipts of the Athletic Council from basket ball games for the present year and apply these receipts on the payment of any deficit that may exist after the \$40,000 has been paid. He estimated that the receipts for the present year from basket ball will approximate \$10,000. He wanted the Executive Committee of the Board of Trustees to sign a contract for the superstructure of the Basket Ball Building in order that there may be no loss in time of the erection of a building. Dr. W. D. Funkhouser made a statement to the Executive Committee, saying that he regards it as a fairly correct estimate that the receipts from basket ball for the current year will be as much as \$10,000; that the Athletic Council will agree to apply those receipts to the payment of any deficit incurred on the Basket Ball Building in excess of \$40,000 and that the Athletic Council will not only apply such receipts for the current year, but will continue to make payments until the building is paid for.

The members of the Executive Committee of the Board of Trustees then discussed the matter of a building at length and on motion by Mr. Colvin, seconded by Mr. Froman, the following resolution was authorized and adopted:

WHEREAS, heretofore at the request of Captain C. C. Calhoun, President of the Alumni Association of the University, and Herbert Graham, its Secretary, a committee, composed of Doctor McVay, Senator Froman and Mr. Stoll, was appointed to cooperate with the Alumni in the erection of buildings and structures, and to execute contracts for the Alumni in the name of the University; and

WHEREAS, the Alumni of the University have raised a fund by subscription for the purpose of erecting a Stadium, a Basket Ball Building and a memorial to James K. Patterson, former president of the University, as well as a fund for student loans; and

WHEREAS, the said committee, acting in pursuance of the authority of the University, has executed a contract in the name of the University for the foundation of the Basket Ball Building calling for an expenditure of \$ at the request of a committee of the Alumni Association, represented by George B. Carey, who represented to the said Committee of the University that he had authority to make said request with the agreement upon the part of the committee represented by Carey to repay the University all sums expended by it out of the first funds collected on said Alumni Fund subscriptions; and

WHEREAS, at a meeting of the Executive Committee of the University, this day held, a committee of the Alumni Association, consisting of George B. Carey, W. D. Hamilton and J. White Gugn, appeared before this committee and represented to this committee that the Alumni Association and the Alumni Fund Association had set aside the first Forty Thousand (\$40,000) Dollars collected in the Alumni drive for the erection of the Basket Ball Building, but that the building would cost more than said sum set aside, and requested the University to execute a contract for such building, and that in addition to the said sum of Forty Thousand (\$40,000) Dollars such additional sums as might be collected and made available for such purpose would be turned over to the University to reimburse it for money which it may be required to expend under said contract; and

WHEREAS, W. D. Funkhouser, Chairman of the Athletic Council of the University, appeared, and for the Athletic Council agreed to turn over to the University all of the net proceeds of Basket Ball games played in the Stadium to the University to reimburse it for any sums that it may be required to expend over and above what it may receive from the Alumni Association,

NOW, THEREFORE, be it resolved by the Executive Committee of the University of Kentucky

1. That the Chairman of the Executive Committee of the University be, and he is hereby authorized to sign for and on behalf of the University a contract or contracts for the completion of the Basket Ball Building to an amount of not exceeding Sixty Thousand (\$60,000) Dollars, including the contract for the foundation for said building, whenever said contract for said building is approved by the Special Committee heretofore appointed upon the presentation and delivery to the Special Committee of the following

(a) A resolution of the Executive Committee of the Alumni Association of the University of Kentucky, duly attested by its President and Secretary, requesting the execution of such contract and agreeing to pay the University any sums that it may be required to expend on said contract up to the amount of Forty Thousand (\$40,000) Dollars, including the amount expended, or to be expended, by the University and the Alumni Association for the foundation of said building, and to pay to it such other funds that may be available for such purpose, and stating that it is authorized to expend the fund hereinbefore referred to;

(b) A resolution from the Executive Committee of the Alumni Stadium Drive Executive Committee, certified by its Chairman and Secretary, containing the same terms and conditions as set out in subsection (a) of this Section 1 of this resolution;

(c) A resolution by the Athletic Council of the University agreeing to pay to the University the net receipts from all Basket Ball played by the University in said Basket Ball Building until the University shall have repaid to it the difference between all sums that it might have been required to expend under the contracts herein referred to and the amount that it might receive from the Alumni Association.

2. The action of the Special Committee in executing the contract for the foundation of the Basket Ball Building is hereby ratified, approved and confirmed.

2. O. E. Robinson Mountain Fund. President McVey reported to the Committee that the deed for the land given by the O. E. Robinson Mountain Fund had been executed, the deed being as follows:

THIS INDENTURE made and entered into this 10th day of Oct., 1923, by and between THE E. O. ROBINSON MOUNTAIN FUND, an incorporated association organized under the laws of the State of Kentucky, party of the first part, and UNIVERSITY OF KENTUCKY, party of the second part, is to witness:

The said first party in consideration to it of One Dollar in hand paid, the receipt of which is hereby acknowledged, and of the covenants, agreements and purposes and upon the trust hereinafter named, does hereby convey unto the party of the second part in fee simple and with covenant of Special Warranty, subject to the conditions of this instrument, the hereinafter described lands, which said lands lie in the counties of Breathitt, Perry and Knott, State of Kentucky, and are described as follows:

1st. Tract known as boundary "a" situated on the Clements Fork and the waters of Buckhorn Creek, containing 5,933.22 acres, being the same boundary conveyed to The Mowbray and Robinson Company by Taylor and Crate, a corporation, by deed dated November 14, 1912, recorded in Breathitt County, deed book 35, page 1; in Perry County, deed book 28, page 30; in Knott County Clerk's office, deed book 30, page 487, reference being here made to the said deed for a more particular description of the said boundary.

2d. Tract known as boundary "b" being on the Laurel Fork waters of Buckhorn Creek in Breathitt County, Kentucky, containing 2,477.55 acres. For a more particular description hereof reference is had to the following conveyances: Deed from Taylor and Crate to The Mowbray and Robinson Company referred to in the last above paragraph which describes 2,124.20 acres of this boundary "b", and the remainder thereof 323.35 is included in a deed to The Mowbray and Robinson Company from Samuel Stephenson, dated July 14, 1914, recorded in deed book 36, page 288, Breathitt County, Kentucky Court Clerk's office.

3d. Tract known as boundary "c" on the upper Beaver Dam Creek in Perry County, Kentucky, containing 490.30 acres. For a more particular description of this boundary reference is had to the aforementioned deed from Taylor and Crate to The Mowbray and Robinson Company, recorded as above stated.

4th. Boundary "d" on Fish Trap Branch, Perry County, Kentucky, containing 89.53 acres. For a more particular description of this boundary reference is likewise had to the aforementioned deed from Taylor and Crate to The

Mowbray and Robinson Company, recorded as above stated.

5th. Boundary "g" on Hurricane Fork of Buckhorn Creek in Knott County, Kentucky, containing 50 acres, for a more particular description of which reference is had to the aforementioned deed of Taylor and Crate to The Mowbray and Robinson Company, recorded as aforementioned.

6th. Boundary "e" on Rose Branch Fork of South Fork of Quicksand in Breathitt County, Kentucky, containing 452 acres. For a more particular description of this boundary reference is likewise had to aforementioned deed from Taylor and Crate to The Mowbray and Robinson Company, recorded as above stated.

7th. Tract described as boundary "f" on Little Caney Creek in Breathitt County, Kentucky, beginning on the south side of Poor Branch, containing 483 acres, for a more particular description of which tract reference is here made to the aforementioned deed from Taylor and Crate to The Mowbray and Robinson Company, recorded as aforesaid.

8th. Also tract on Bear Branch in Breathitt County, Kentucky, containing 425.34 acres. For a particular description of the boundary of said tract reference is here had and made to a deed from the Breathitt Coal and Timber Corporation of New York to E. O. Robinson, by deed dated 15th day of March, 1917, recorded in deed book 41, page 45, Breathitt County, Kentucky, and then conveyed by E. O. Robinson to The Mowbray and Robinson Company by deed recorded in deed book 46, page 80.

9th. Also a tract on the Lewis Fork near Clements Fork in Breathitt County, Kentucky, containing 89 acres, for a more particular description of which tract reference is here made to the aforesaid deed from the Breathitt Coal and Timber Corporation to E. O. Robinson, and the deed from E. O. Robinson to The Mowbray and Robinson Company.

All of the aforementioned tracts are as shown on the general property map of the said Mowbray and Robinson Company, a copy of which is hereto attached for reference in identifying the aforementioned tracts of land.

10th. Also boundary of land situated in Knott and Breathitt Counties, Kentucky, on Coles Fork of Buckhorn Creek of Troublesome Creek of the North Fork of the Kentucky River, containing 4,067.52 acres, for a more particular description of which reference is had to a deed

dated 24th of September, 1919, between M. S. Kæmmerer, executor, etc., and The Mowbray and Robinson Company, recorded in deed book 35, page 585, Knott County, Kentucky, Clerk's office. A map showing the said boundary of land is also hereto attached.

11th. A lot at Quicksand, Breathitt County, Kentucky, acquired by deed from Jerry Caldwell, dated August 24, 1917, recorded in deed book 41, page 394, Breathitt County, Kentucky, known as the store house building site and described as follows:

Beginning on the northwest corner of a lot conveyed by Miles Back and wife to James Back and Mary Back and in the south line of the Lexington and Eastern Railroad right of way; thence a west course with the line of said right of way sixty feet to the northeast corner of a lot conveyed by Miles Back and wife to Mowbray and Robinson; thence a south course with the line of said Mowbray and Robinson lot to a fence standing on a line that is an extension of the back line of the Gordon Cooper lot; thence with said fence an easterly direction sixty feet to the back corner of the James and Mary Back lot; thence with their line a northerly direction to the said railroad right of way, the place of beginning, including all the land between James Back's line and Mowbray and Robinson's line, and including all the houses, buildings and improvements thereon, and appurtenances thereunto belonging.

12th. Also a lot at Quicksand, Kentucky, acquired by Mowbray and Robinson Company by deed from H. E. Oney, dated March 1, 1915, recorded in deed book 36, page 480, Breathitt County, Kentucky, described as follows:

One lot in the village of Quicksand, being the same land sold to H. E. Oney by Miles Back and Nora Back, his wife, by deed under date of December 19, 1912 and recorded in deed book #36, page 453 Breathitt County Clerk's office. Beginning in the edge of the L. & E. R. R. right of way at the corner of the George Young lot, now owned by The Mowbray and Robinson Company upon which a boiler house is built; thence a straight line in Southerly direction and with said George Young's line about 168 feet to a fence that runs along the back side of Young's lot; thence a straight line in a westerly course sixty feet to the corner of C. A. Mack's lot; thence north with said Mack's line to the edge of said L. & E. R. R. right of way; thence with said right of way to the beginning.

13th. Also the Breck Combs, etc., land near Quicksand, Kentucky conveyed by deed of Kentucky River Hardwood Company dated July 20, 1917, recorded in deed book 41, page 290, Breathitt County, Kentucky, containing 150 acres more or less and described as follows:

That certain tract of land at the mouth of Quicksand Creek, Breathitt County, Kentucky, comprising about 150 acres, purchased by K. R. H. Company from Breck Combs, etc., and described in the deed from Breck Combs, etc., to K. R. H. Company, in deed book 32, page 133, Breathitt County Court Clerk's office. Also a tract of about 3 acres, lying and being on the north side of the North Fork of the Kentucky River, Breathitt County, Kentucky, and being the same parcel of land conveyed to U. B. Buskirk and others by John M. Snowden and wife, by deed dated August 17, 1910, recorded in deed book No. 29, page 557, Breathitt County Court Clerk's office, reference being made to said deed for a more particular description of said boundary of land.

There is excluded from boundary "a" first herein mentioned so much of the George Bradley patent No. 51,694, dated May 1, 1876, as conflicts with said boundary "a", estimated to be 85 acres more or less.

There is also excluded from boundary "b" the following tract adjudged to Irvine Allen by the Breathitt Circuit Court in the suit of Irvine Allen vs. The Mowbray and Robinson Company:

Beginning on a spruce pine standing on the bank of the Right Fork of Laurel Fork of Buckhorn Creek at the upper end of Irvine Allen's field (an agreed corner); thence running with the agreed line between The Mowbray and Robinson Company and Irvine Allen north 60 degrees 30 minutes east 295 feet to a spruce pine on the first bench of the mountain on the left hand side of the right fork of the Laurel Fork; thence with said bench north 100 feet; north 10 west 85 feet; north 16 degrees 45 minutes west 98 feet; north 5 degrees 15 minutes, west 156 feet; north 6 west 418 feet to a small white oak; thence leaving the bench and down the hill south 31 degrees 81 minutes west 330 feet crossing the branch at 300 feet; thence up said branch south 28 degrees 30 minutes west 210 feet; south 10 degrees 4 minutes east 471 feet to a rock marked "X"; south 36 degrees 30 minutes west 284 feet; south 24 west 330 feet to a beech and cliff of rocks on end

of point; thence down the hill north 55 degrees 15 minutes east 360 feet to the beginning containing 5 acres more or less.

There is also excluded from the foregoing tract 13 the tract of land conveyed at the mouth of Quicksand to Clay Watkins by The Mowbray and Robinson Company by deed dated May 16, 1919, recorded in deed book 46, page 435, Breathitt County Court Clerk's office.

There is also excepted the tract containing 100 acres more or less conveyed by The Mowbray and Robinson Company to R. B. Haddix on Big Mill Seat of Clements Fork by deed dated October 6, 1922, recorded in deed book 51, page 43, Breathitt County Court Clerk's office.

There is also excepted from the foregoing conveyance the oil, gas, coal and other minerals conveyed by The Mowbray and Robinson Company to E. O. Robinson and F. W. Mowbray by deed of date 26th day of October, 1922, recorded in deed book 51, page 91, Breathitt County, Kentucky, together with all rights, privileges and easements appurtenant to the said mineral estate so granted, which said rights, privileges and easements are described in said deed as follows:

"The right to enter upon said lands and to re-enter same, from time to time, to explore for, mine, excavate, drill or otherwise develop and operate said minerals together with the right to build, alter, repair, maintain or change any or all of necessary roads, pipe lines, water lines, buildings or other structures or such as second parties may deem necessary in the matter of extracting or testing or operating said mineral estate, together also with the right to take and use water, deposit shale, slate, slack, gob, stone, earth and other debris from such mines or wells as second parties may develop thereon, and without liability for damage because of the manner of second parties' said use of said lands or any of them."

The foregoing tracts of land hereby conveyed to the first party were conveyed to the first party by The Mowbray and Robinson Company by deeds dated June 28, 1922, recorded in deed book 50, page 606, and deed dated June 27th, 1923, recorded in deed book , page , Breathitt County, Kentucky.

14th. First party also hereby conveys, assigns and transfers to the second party and its successors the

following rights of way upon which is located the narrow gauge railroad, lately operated by The Mowbray and Robinson Company, which extends from Quicksand in Breathitt County, Kentucky, to Buckhorn, Kentucky.

There is reserved for the benefit of the mineral estate which was reserved by The Mowbray and Robinson Company in its conveyance to first party of the foregoing described lands, all necessary or needful rights of way to, from and across the said lands for the purpose of removing, mining, manufacturing and exploiting the said mineral resources of said lands as the owner of said mineral estate may deem advisable, including in this reservation the right to use the rights of way conveyed in the foregoing part of this paragraph. However, if the owner of said mineral estate shall at any time use the present railroad right of way over said land or any change thereof, it shall operate such railroad as a common carrier or as a private carrier as hereinafter defined.

It is further understood and agreed that in the event the University should operate a railroad over the present right of way or any change thereof, it shall not be required to operate it as a common carrier and it may operate it for the exclusive benefit of the University subject to the right of the owner of the aforesaid mineral estate to take it over and operate it as a common carrier upon compliance with the conditions hereinabove set out; or at its election to operate same as a private carrier for the sole and joint uses of the said University and of the owner of said mineral estate. If the said owner of said mineral estate elects to operate said or any railroad under this clause, then it will carry the servants, employes and officials of said University and its freight to and from any points on said railroad without charge therefor but in consideration of its use of said joint right of way.

Failure for an unreasonable length of time by such owner of the mineral estate to comply with the conditions of this clause respecting carrying for said University, will operate to revoke this joint right of way to such owner and said University and its assigns may thereupon re-enter same and hold and use same exclusively to its own use without liability to such mineral estate owner for improvements upon said right of way.

The rights of way which are hereby transferred, assigned and set over unto second party, and which are in

addition to the tracts of land hereinbefore described, are as follows:

1. Lease Finley Hounshell and wife to Kentucky River Hardwood Company, recorded in deed book No. 37, page 554, Breathitt County Court Clerk's office.
2. Lease P. B. Whittaker, etc., to Kentucky River Hardwood Company, recorded in deed book No. 37, page 552, Breathitt County Court Clerk's office.
3. Lease Dr. O. H. Swango and Dora C. Swango, his wife to Kentucky River Hardwood Company, recorded in deed book No. 37, page 567, Breathitt County Court Clerk's office.
4. Lease Elizabeth Tharpe and Jess Tharpe, her husband to Kentucky River Hardwood Company, recorded in deed book No. 37, page 565, Breathitt County Court Clerk's office.
5. Lease Thurmond Allen to Kentucky River Hardwood Company, recorded in deed book No. 37, page 537, Breathitt County Court Clerk's office.
6. Lease G. W. Allen, etc., to Kentucky River Hardwood Company, recorded in deed book No. 37, page 533, Breathitt County Court Clerk's office.
7. Lease Mary Hardin, etc., to Kentucky River Hardwood Company, recorded in deed book No. 37, page 538, Breathitt County Court Clerk's office.
8. Lease L. L. Combs, etc., to Kentucky River Hardwood Company, recorded in deed book No. 37, page 569, Breathitt County Court Clerk's office.
9. Lease Mollie Campbell, etc., to Kentucky River Hardwood Company, recorded in deed book No. 37, page 540, Breathitt County Court Clerk's office.
10. Lease Lucinda Combs, etc., to Kentucky River Hardwood Company, recorded in deed book No. 37, page 542, Breathitt County Court Clerk's office.
11. Lease G. C. Combs, etc., to Kentucky River Hardwood Company, recorded in deed book No. 37, page 544, Breathitt County Court Clerk's office.
12. Lease O. H. Davis (Hop), etc., to Kentucky River Hardwood Company, recorded in deed book No. 37, page 546,

Breathitt County Court Clerk's office.

13. Lease Adam Hudson, etc., to Kentucky River Hardwood Company, recorded in deed book No. 37, page 550, Breathitt County Court Clerk's office.

14. Lease S. S. Taulbee and Mat Taulbee, his wife, to Kentucky River Hardwood Company, recorded in deed book 38, page 54, Breathitt County Court Clerk's office.

15. Lease Bank of Raphine to Kentucky River Hardwood Company, recorded in deed book 37, page 622, Breathitt County Court Clerk's office.

16. Deed S. H. McIntosh and Susan McIntosh, his wife, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 53, Breathitt County Court Clerk's office.

17. Deed Cornelius Johnson and Clarinda Johnson, his wife, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 69, Breathitt County Court Clerk's office.

18. Deed G. A. Miller and Eliza Miller, his wife, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 61, Breathitt County Court Clerk's office.

19. Deed Robert L. Fugate and Sylvania Fugate, his wife, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 59, Breathitt County Court Clerk's office.

20. Deed Edward Fugate and Martha Fugate, his wife, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 140, Breathitt County Court Clerk's office.

21. Deed J. B. Noble and Margaret Noble, his wife, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 77, Breathitt County Court Clerk's office.

22. Deed William Roberts and Rachel Roberts, his wife, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 83, Breathitt County Court Clerk's office.

23. Deed James Harvey and Martha J. Harvey, his wife, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 44, Breathitt County Court Clerk's office.

24. Deed Nimrod Harvey and Sylvania Harvey, his wife, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 63, Breathitt County Court Clerk's office.

25. Deed W. M. Harvey and Martha Harvey, his wife, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 57, Breathitt County Court Clerk's office.

26. Deed William Miller and Isabelle Miller, his wife, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 67, Breathitt County Court Clerk's office.

27. Deed Wesley Harvey and Sarah Harvey, his wife, and William Miller and Isabelle Miller, his wife, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 137, Breathitt County Court Clerk's office.

28. Deed Ellen Campbell and Talbert Campbell, her husband, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 65, Breathitt County Court Clerk's office.

29. Deed G. W. Campbell and Sallie Campbell, his wife, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 73, Breathitt County Court Clerk's office.

30. Deed Irvine Campbell and Farinda Campbell, his wife, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 75, Breathitt County Court Clerk's office.

31. Deed J. H. H. Russell and Minna Russell, his wife, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 81, Breathitt County Court Clerk's office.

32. Deed J. H. Hudson and Martha Hudson, his wife, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 304, Breathitt County Court Clerk's office.

33. Deed Hergis Commercial Bank and Trust Company to Kentucky River Hardwood Company, recorded in deed book No. 38, page 302, Breathitt County Court Clerk's office.

34. Deed A. J. Noble and Sarah Noble to Kentucky River Hardwood Company, recorded in deed book No. 38, page 71, Breathitt County Court Clerk's office.

35. Deed Tolbert Hudson and America Hudson, his wife, and T. H. Hudson and Lottie Hudson, his wife, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 40, Breathitt County Court Clerk's office.

36. Deed Adam Hays and Adna Hays, his wife, to The Mowbray and Robinson Company, recorded in deed book No. 41,

page 436, Breathitt County Court Clerk's office.

37. Deed Dulcina Allen and Andy Allen, her husband, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 79, Breathitt County Court Clerk's office.

38. Deed Tildie Richie, etc., to Kentucky River Hardwood Company, recorded in deed book No. 38, page 250, Breathitt County Court Clerk's office.

39. Lease Charles J. Jones by C. J. Little, his statutory guardian, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 314, Breathitt County Court Clerk's office.

40. Lease Irvine Allen and Melde Allen, his wife, to The Mowbray and Robinson Company, recorded in deed book No. 41, page 435, Breathitt County Court Clerk's office.

41. Lease Andrew Napier and Polly Napier, his wife, to The Mowbray and Robinson Company, recorded in deed book No. 41, page 542, Breathitt County Court Clerk's office.

42. Lease Caroline Messer and husband, Eli Messer, to The Mowbray and Robinson Company, recorded in deed book 41, page 587, Breathitt County Court Clerk's office.

43. Lease Tilda Richie and Crockett Richie, her husband, to Kentucky River Hardwood Company, recorded in deed book No. 38, page 248, Breathitt County Court Clerk's office.

44. Lease Andy Fugate and Adelia Fugate, his wife, to The Mowbray and Robinson Company, recorded in deed book No. 41, page 433, Breathitt County Court Clerk's office.

45. Lease G. W. Sizemore and Margaret Sizemore, his wife, to The Mowbray and Robinson Company, recorded in deed book No. 41, page 432, Breathitt County Court Clerk's office.

46. Deed Alfred A. Allen and Nancy Allen, his wife, to The Mowbray and Robinson Company, recorded in deed book No. 44, page 514, Breathitt County Court Clerk's office.

First party also conveys to second party all right, title and interest first party may have in or to any right of way over which said railroad is constructed and which have not been mentioned above.

First party also sells, conveys, and delivers to second party, its successors and assigns, in conjunction with the properties before mentioned the ties and telephone line, not including the rails, which rails are not owned by first party, but are owned by the Louisville and Nashville Railroad Company.

TO HAVE AND TO HOLD ALL of the foregoing described property and its appurtenances unto the second party and its successors in fee simple forever.

The aforesaid properties, appurtenances and easements are each and all conveyed to the second party and its successors upon the trust and for the uses and purposes hereinafter mentioned; that is to say, for the purpose of agricultural experimental work and teaching, and for the practical demonstration of reforestation. The second party will institute and maintain upon said lands such model farm or farms, orchards and such experimental farm development as may be desirable within its judgment, to the end that practical demonstration, study and work in operating farms in the mountain region and in teaching agriculture therein, so as to conserve the soil fertility, add to it and utilize it most profitably and practically among the inhabitants in the mountain region.

The proceeds of the sale of said property or any part thereof and the net revenues derived from the operation of said property by the University shall be used to further the purposes of the trust hereinabove defined, and for such other purposes as will tend to the betterment of the people of the mountain regions of Kentucky as may be agreed upon by the parties hereto.

The execution of the trust herein provided shall be exclusively under the control and in the hands of the University, with such agencies or aids as it may see fit to employ.

In the event the University should fail for any period of three years to carry out the terms of the trust herein defined, the first party shall have the right to revoke this indenture, and in that event the title to the properties and rights herein conveyed shall revert to the party of the first part.

In the event the second party should be unable to secure from the Legislature of Kentucky sufficient special appropriation of funds for the purpose of carrying out the terms of said trust, the University shall have the

option to terminate this agreement, and in that event the title to the properties and rights herein conveyed shall revert to the party of the first part.

IN TESTIMONY WHEREOF witness the signature of the said first party by its President, authorized thereunto by resolution of its Board of Trustees, the day and date first herein written.

THE E. O. ROBINSON MOUNTAIN FUND, Incorporated

By Edward C. O'Rear
President

State of Kentucky ()
Franklin County () (sct.)

I, Mabel Taylor, Notary Public in and for the County and State aforesaid, do certify that the foregoing conveyance from The E. O. Robinson Mountain Fund, Incorporated, to the University of Kentucky, was this day produced to me in my said County by the said grantor and acknowledged by Edward C. O'Rear, its President, who acknowledged the same as the act and deed of the said grantor for the purposes therein mentioned; all of which is certified to the proper office for record.

GIVEN under my hand and seal of office this 10th day of October, 1923. My commission expires on the 11th day of February, 1924.

Mabel Taylor
Notary Public
Franklin County, Ky.

A motion was made by Mr. Colvin, seconded and adopted, authorizing President McVey to have the deed properly recorded in such offices as may be required by law.

A motion was made, seconded, and adopted, authorizing the Secretary of the Board to request of the Board of Trustees of the E. O. Robinson Mountain Fund a copy of their minutes authorizing Judge E. C. O'Rear to sign the foregoing document.

3. Borrowing of \$100,000. A communication was read from the Business Agent asking that proper authorization be made for the borrowing of \$100,000 to meet the current expenses for the coming three months. Whereupon, the following resolution was offered, seconded, and unanimously passed:

THAT the chairman of the Executive Committee and the Business Agent are hereby authorized to borrow at one time or from time to time such sums as may be necessary for the current expenses of the University not to exceed \$100,000, such loans to be made prior to January 1, 1924.

4. Appointments. The following appointments were recommended by President McVey, and on motion duly seconded, approved:

Appointment of W. D. Johnston as Assistant Professor in Geology at a salary of \$2,000 for the remainder of the year, effective October 15, 1923.

Appointment of Miss Jewell Lacy as student assistant in the Department of Music at \$20 a month for nine months, effective October 1, 1923.

Appointment of R. H. Duckworth as assistant county agent, Livingston County at a salary of \$100 a month, from October 8 to December 31, 1923.

Appointment of R. O. Wilson as assistant county agent, Union County, at a salary of \$100 a month, from September 1 to December 31, 1923.

Appointment of E. R. Sparks as assistant county agent, Lee County, at a salary of \$35 a month for travel expense, from September 10 to December 31, 1923.

Appointment of A. J. Chadwell as assistant county agent, Wayne County, at a salary of \$100 a month, from August 21 to December 31, 1923.

Appointment of A. K. Murray as assistant county agent, Todd County, at a salary of \$125 a month, from October 8, 1923 to December 31, 1923.

Appointment of Clyde Watts as assistant county agent, Carroll County, at a salary of \$125 a month, from September 1 to December 1, 1923.

Continuation of employment of R. M. Greene as county agent, Mason County, at a salary of \$208 $\frac{1}{3}$, from September 1923 to August 31, 1924.

Continuation of employment of J. C. Nageotte as county agent, Breckenridge County, at a salary of \$175 a month, from September 1 to December 31, 1923.

Continuation of employment of G. O. Routt as county agent, Graves County, at a salary of \$216 $\frac{2}{3}$ a month, from September 17, 1923 to September 16, 1924.

Continuation of employment of M. H. Sasser as county agent, Russell County, at a salary of \$133 $\frac{1}{3}$ a month, from October 3, to December 31, 1923.

Continuation of employment of Phil Watlington as county agent, McLean County, at a salary of \$166 $\frac{2}{3}$ a month, from October 1, 1923 to September 30, 1924.

Continuation of employment of Mrs. Rose B. Craft as home demonstration agent, Knott County, at a salary of \$133 $\frac{1}{3}$ a month, from August 1, 1923 to July 31, 1924.

Continuation of employment of Miss Ouida Midkiff as assistant home demonstration agent, Lee County, at a salary of \$125 a month, from September 24 to December 31, 1923.

5. Resignation. The following resignation was offered and approved by the Board of Trustees:

Resignation of Robert H. Ford, county agent, McLean County, effective October 1, 1923.

6. Shortage on Government Property. The following communication from Colonel Freeman was read and ordered incorporated in the minutes:

September 5, 1923

Subject: Care of Government Property

To : The Business Agent, University of Kentucky

1. I have just completed an audit and inventory of Government property in use by the Military Department and find the property shortage amounts to \$533.09. According to the record kept by Mr. Knight, \$158.12 was collected and turned over to you in payment of losses and shortage on the part of students during the last school year, this as of June 30, 1923, the day the inventory was completed. This amount deducted from the total shortage (\$533.09 - \$158.12 = \$374.97), makes the loss to the University \$374.97. Of course if any of the missing property is later recovered, its value would be deducted from this amount.

2. While a certain amount of shortage is bound to occur each year in view of the conditions under which the property has to be used, this, in my opinion, should not exceed \$150 a year and should be less, provided proper care is exercised in the care and issue of the property.

3. The present system of having the Sergeant Instructors issue and act as custodians of the property is far from satisfactory. The time of the instructors is so taken up with classes and instruction of various kinds that they do not have time to take care of the property as it should be cared for. Frequently property has to be issued when the Sergeant who has charge of that property is busy with other work resulting in confusion and often in inaccurate record of who received it.

In the shortage this year are two clarinets costing \$65 each. There is no record as to who received one of these. As for the other it was issued to Grauman Marks, a student in the band. He reported that he left it in the band room and that several days later when he went for it, it was not there. While every effort is made to keep the band room locked, it has on several occasions been found unlocked. As it is necessary to use the band room for other instruction besides band practice, individual lockers should be provided instead of the present set of open shelves.

3. While the regulations governing the R. O. T. C. authorize the use of the Sergeant Instructors in assisting to care for property, they state that this work should not interfere with their duties as instructors. Recent instructions from Corps Area Headquarters have especially emphasized this. As the R.O.T.C. unit here is constantly increasing and information from Corps Area Headquarters states that no increase in instructors can be given, it is recommended that a civilian caretaker or custodian be employed to take charge of the property and its issue. The \$500 a year now allowed the sergeants can be applied toward this purpose if necessary. It would require the full time of a man for this purpose and also one of not only excellent character but of average intelligence and education to enable him to keep proper records and not be imposed upon by the students.

Geo. D. Freeman, Jr.
P.M.S. & T.

After discussion a motion was made, seconded, and carried, authorizing the payment to the War Department of \$374.97 as shortage on military stores.

7. Appointment of Storekeeper for Military Supplies. President McVey recommended to the Committee that the University be authorized to appoint a storekeeper for military supplies at a salary of \$900. He stated that \$504 is now paid to sergeants for this work and that this money can be applied on the salary of a storekeeper, and with some \$400 in addition it would be possible to take care of the situation in a more satisfactory manner. Whereupon, a motion was made, seconded, and adopted, authorizing the appointment of such a storekeeper.

Respectfully submitted

Wellington Patrick

Secretary of the Board