

Minutes of the Meeting of the Executive Committee of the Board of Trustees, University of Kentucky, May 2, 1944.

The Executive Committee of the Board of Trustees of the University of Kentucky met in the President's Office at 10:15 a.m., Tuesday, May 2, 1944. The following members were present: Judge Richard C. Stoll, H. D. Palmore, H. S. Cleveland, R. P. Hobson, and J. C. Everett. President H. L. Donovan and Comptroller Frank D. Peterson were present, and Attorney General Eldon Dummit also met with the Executive Committee.

A. Resignation of James Park.

Judge Stoll called to the attention of the Executive Committee the resignation of Mr. James Park as a member of the Board of Trustees of the University of Kentucky. Whereupon it was moved, seconded and unanimously carried that the following expression of appreciation be adopted and that a copy of same be mailed to Mr. Park.

It is with profound regret that we learn of the resignation of Mr. James Park from membership on the Board of Trustees of the University of Kentucky.

We, the members of the Executive Committee of the Board of Trustees, desire to express our appreciation to Mr. Park who has been a member of the Board of Trustees representing the Alumni of the institution since 1928 and a member of the Executive Committee of the Board for 16 years.

Mr. Park was at all times interested in the promotion and welfare of the University as evidenced by the regularity with which he attended the meetings of the Board of Trustees, by his counsel given on administrative problems and in his understanding and support which he at all times gave to the institution.

B. Election of J. C. Everett as Member of Executive Committee.

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1. It was moved, seconded, and unanimously carried that J. C. Everett, a member of the Board of Trustees, be appointed member of the Executive Committee.

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C. Request that Auditor of Public Accounts Audit Funds of the University.

Judge Stoll then related to the Executive Committee that he had asked Attorney General Eldon Dummit to be present. Several matters connected with the affairs of the University were discussed with the Attorney General and the Comptroller was directed to furnish to General Dummit copies of all documents that may be requested by the Attorney General.

The Committee read the Haggin Trust Fund Agreement and an opinion of a former Attorney General relative to the use of money from this trust fund.

There was then presented to the Committee a letter from J. W. Jones, Attorney, of Lexington, Kentucky, which is as follows:

April
Eighteen
1944

Judge Richard C. Stoll
Chairman, Executive Committee
Board of Trustees of the University of Kentucky
Bank of Commerce Building
Lexington, Kentucky.

Dear Judge Stoll:

Mr. H. A. Harper and Mr. James M. Molloy, citizens and taxpayers of Kentucky, desire to have made available to them, or their agent, who will be a Certified Public Accountant, all records showing the receipts and disbursements of all endowment funds of the University of Kentucky since January 1, 1940, to date.

A few days ago, President Donovan was requested to make the records herein mentioned available to Mr. Harper and Mr. Molloy, but he said that that was a matter for action by the Executive Committee, or the Board of Trustees. As counsel for Mr. Harper and Mr. Molloy, I am making this request of you, and will appreciate it if you will submit the matter to the members of the Executive Committee at their next meeting and advise me of the Committee's decision.

Very truly yours,

(Signed) J. W. Jones
J. W. Jones

After discussing the matter fully with the Honorable Eldon Dummit, the Attorney General of Kentucky, and with his full concurrence, the following resolution was offered, and upon being duly seconded, was unanimously adopted by the Executive Committee of the University of Kentucky, that

The Honorable Charles I. Ross, Auditor of Public Accounts of the State of Kentucky, be and is hereby requested to make a full and complete audit of all records showing the receipts and disbursements of all endowment funds of the University of Kentucky since January 1, 1940, to date, and that when the said audit is completed, that it be made available to any citizen of the State of Kentucky. Be it further resolved that the said Auditor of Public Accounts be and is hereby requested to cause said audit to be made as soon as he can conveniently do so.

D. Attorney General Leaves Meeting.

Attorney General Eldon Dummit left the meeting at 11:05 a.m.

E. Minutes Approved.

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2. Upon motion duly made and seconded, the minutes of the Executive Committee of March 24, 1944, were approved as published.

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F. Statement of Frank L. McVey.

President Donovan presented to the Executive Committee a letter which he had received from Dr. Frank L. McVey, former president of the University of Kentucky, which letter was ordered received and copied in full in the minutes.

April 28, 1944

Dr. H. L. Donovan,
University of Kentucky,
Lexington, Kentucky.

My dear President Donovan:

I am in receipt of your letter of April 27 with enclosure of a copy of a letter from Honorable R. B. Hobson bearing the date of April 26. In your letter you ask me to make a statement concerning the employment of Dean Graham and his work at the University of Kentucky while I was president.

In response to that request, I am including in this letter a brief resume of the period in which I knew Colonel Graham in my official relation to the University.

Dean Paul Anderson, who was connected with the University of Kentucky as professor of mechanical engineering and Dean of the College of Engineering for forty-two years, died on April 8, 1934. Dean Anderson possessed many qualities of leadership and had a large number of friends among alumni and business and professional men. He served the University enthusiastically and helpfully. To find a successor to Dean Anderson was a difficult task. I made many inquiries, visited a number of men engaged in engineering education, and conferred with several persons who were

recommended for the position as dean. During the interval between Dean Anderson's death and the appointment of Dean Graham, Professor W. E. Freeman, then assisting dean, was appointed acting dean of the College.

For many years the College of Engineering at the University of Kentucky had been working under difficulties; the appropriations for equipment and maintenance of the School were small, and the only buildings that were added were the one erected in the first World War of 1917 by a grant made by the United States Army, and the Wendt building. The plant had gone down so far and the equipment was so obsolete that the standing of the School was in question with the Engineering Accrediting Agency. The problem, therefore, which faced me was to find a man for the deanship who could be recommended to the board of trustees for appointment. With that problem was associated the question of a new engineering plant, a marked increase in the College equipment, and the reorganization of the curriculum.

I had met Colonel James H. Graham but had no special knowledge of him until the question of the deanship came up. I made a good many inquiries and then had an interview with him in April, 1935. Colonel Graham had a large and extended experience in the field of engineering and business enterprises but he did not have any experience in the field of education. Though this latter was a handicap, nevertheless, his other qualities were such that I felt that he could do the things that needed to be done in the rejuvenation of the College of Engineering. He was appointed dean at the meeting of the board of trustees May 30, 1935. During the five years from his appointment until my retirement on June 30, 1940, Dean Graham was a colleague of mine at the University of Kentucky.

At the meeting of the board in May, 1935, there was considerable discussion about the need of buildings on the campus; among those was included the Student Union. It was at this time that PWA grants were open to application for the construction of buildings on college campuses. The program which the University had in mind amounted to more than a million and a half dollars. Colonel Graham, after he became dean of the College of Engineering, was helpful in carrying on the negotiations with the federal authorities. He drew up many of the papers and discussed the various problems with representatives of banks and insurance companies in connection with the placing of the bonds. Proceeds from these bonds were used to supplement the 45% grant of the Federal Government.

Dean Graham directed the preparation of plans and specifications, and I am sure that his knowledge of construction, finance methods, and procedures resulted in savings to the University and in the construction of sound and effective buildings. These buildings were the Law Building, the

Student Union Building, the Biological Science building, Home Economics building, the three buildings in the Engineering College group, a dormitory for women erected on Euclid Avenue, and a heating plant. Under his direction the construction went forward rapidly, and in the course of two years the University had added to its plant a million and a half dollars worth of new buildings.

In the meantime changes were being made in the Engineering College; the old vocational type of instruction was eliminated, additional courses arranged, and the College as a consequence presented a curriculum that was comparable to the best engineering schools in the country. Colonel Graham was moreover responsible in large part for the fact that the legislative budgets for 1936-38-40 carried appropriations for equipment in the Engineering College. Because of the new plant for the College, a rejuvenation of its courses, new members on the staff, and the additional equipment, the threat to the standing of the Engineering College was removed. Heretofore only two of the four engineering courses had been recognized by the standardizing agency but upon the completion of the new plant and after the additions in the equipment and staff, all of the courses in the College of Engineering of the University of Kentucky were accredited.

This not inconsiderable progress, accomplished as it was during a period of financial depression, advanced the interests of the University of Kentucky materially; to this progress Colonel Graham contributed much.

Fraternally yours,

(Signed) Frank L. McVey
Frank L. McVey

G. Statement of Mawen Motor Corporation.

President Donovan presented to the Executive Committee a letter from the President of the Mawen Motor Corporation, offices in New York, which was ordered received and copied in the minutes.

MAWEN MOTOR CORPORATION
500 Fifth Avenue
New York, N. Y.

April 3rd, 1944

The President,
University of Kentucky,
Lexington, Ky.

Dear Sir:

In view of questions raised recently with respect to commercial undertakings conducted at the Aeronautical Laboratory at the University of Kentucky, we consider it desirable from the standpoint of all concerned that we record herein our understanding of the basis on which this work has been performed in relation to our contract with the University of Kentucky for the maintenance and operation of the Laboratory.

Some two years ago when the subject of commercial operations first arose, the question of profits from such operations was discussed with Col. Graham by Messrs. George Carlson, then President of Mawen Motor Corporation, and J.H. Anderson and H.B. Griffith, Directors of Pan American Corporation, S. A. (Pan American being the majority stockholder of Mawen Motor Corporation). At that time it was agreed with Col. Graham that commercial contracts conducted in the Laboratory would be executed by Mawen Motor Corporation who would assume the risk of loss inherent in such business. It was explained to Col. Graham, however, that Mawen Motor Corporation did not propose to profit from its contract for the operation and maintenance of the Laboratory and it was agreed the operation of the Laboratory should be conducted on the following basis.

The cost of labor, materials and overhead connected with research and development work on the Mawen engines was to be borne by Mawen Motor Corporation. Any profits realized in the conduct of commercial activities in the Laboratory were to revert to the University of Kentucky, and Mawen Motor Corporation was to assume the risk of loss resulting from such activities. However, it was understood that because experience would be required to execute commercial contracts profitably, losses might be realized in initial contracts, which losses were to be recovered out of profits from subsequent contracts before any settlement was made with the University.

We are enclosing herein a statement of Income and Expenditure with respect to commercial contracts performed from 1st May, 1941 to 31st December, 1943, showing that Mawen Motor Corporation has borne a net loss on these activities (including the cost of equipment specifically

purchased for such business) in the amount of \$15,276.37. In addition we wish to point out that it has been virtually impossible, because of wartime conditions, to pursue research and development work on the Mawen engines. Despite this fact, Mawen Motor Corporation has continued under its contract with the University to operate and maintain the laboratory at an out-of-pocket cost of \$53,536.76 for the period from 1st July, 1941 to 31st December, 1943.

We will be obliged if you will indicate that the foregoing outline of the conditions under which this commercial business has been conducted in the Aeronautical Laboratory conforms with your understanding thereof. It is understood, of course, that this in no way alters or affects the terms and conditions of the agreement between us for the maintenance and operation of the Laboratory set out in your letters to us of 20th July, 1940, 7th October, 1940, and 18th March, 1941.

We also wish to take this opportunity to record our appreciation of the friendly relations which have existed between us in the past, and of the cooperation and courtesies which we have received from the University.

Very truly yours,

MAWEN MOTOR CORPORATION

(Signed) J. L. Kilduff
President

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April 6, 1944

Mr. J. L. Kilduff, President
Mawen Motor Corporation
500 Fifth Avenue
New York, N.Y.

My dear Mr. Kilduff:

This letter is to acknowledge receipt of your communication of April 3 and the enclosure, "Statement of Income and Expenditures on Operating Projects from May 1, 1941, to December 31, 1943."

Your letter interpreting the conditions of the University's contract with the Mawen Motor Corporation conforming to our understanding of those conditions.

Cordially yours,

(Signed) H. L. Donovan
President

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3. Upon motion duly made, seconded and unanimously carried, the understanding as expressed in Doctor Donovan's letter to Mr. J. L. Kilduff, President of Mawen Motor Corporation, was approved as being the understanding of the Executive Committee in regard to profits realized on contracts with the Mawen Motor Corporation, and the financial statement of the Mawen Motor Corporation for the period May 1, 1941, to December 31, 1943, was ordered received and filed with the records of the Executive Committee.

* * * * *

H. Resolution of Faculty of the College of Engineering.

President Donovan stated that he had been requested to report to the Executive Committee a resolution of the College of Engineering adopted on April 14, 1944, which was received and ordered copied into the minutes.

Resolution
Faculty of the College of Engineering
University of Kentucky

Adopted April 14, 1944

Whereas charges and criticisms have been made reflecting on the competence and integrity of Colonel James H. Graham, Dean of the College of Engineering of the University of Kentucky, and

Whereas the members of the Faculty of the College of Engineering after nine years of service with Dean Graham feel qualified to evaluate his character and services to the University of Kentucky, and

Whereas this Faculty knows the following statements to be true. (1) Dean Graham is a man of the highest character and integrity. (2) He has always dealt fairly with the members of the engineering staff and student body. (3) He places the University and the College of Engineering ahead of any personal gain either financial or honorary. (4) He is unassuming, honest, a man of his word, and an excellent executive. Now therefore,

Be it resolved by the Faculty of the College of Engineering in regular session assembled (1) that we express our confidence in the ability and leadership of Dean Graham as an engineering educator and as an outstanding engineer; (2) that we commend the President and the Board of Trustees of the University for the stand taken by them in the defense of Dean Graham; (3) that we reaffirm our loyalty to the University, to the College of Engineering, to President Donovan, and to Dean Graham.

He it further resolved that a copy of these resolutions be sent to President Donovan, to the Board of Trustees, and to Dean Graham at his Washington, D.C. address where he, at the time of the adoption of these resolutions, is serving the War Department on important business directly connected with the war effort.

(Signed)	D. V. Terrell	(Signed)	S. B. Walton
"	Perry West	"	A. L. Chambers
"	M. W. Beebe	"	C. S. Crouse
"	J. S. Horine	"	A. J. Meyer
"	Robert D. Hawkins	"	E. A. Bureau
"	F. J. Cheek, Jr.	"	R. E. Shaver
"	W. J. Carrel	"	L. E. Nollau
"	C. C. Jett	"	E. B. Farris
"	H. A. Romanowitz		
"	Brinkley Barnett		

I. Letter from War Department Concerning Wenner-Gren Laboratory.

Mr. R. P. Hobson related to the Executive Committee that he had written Senator Albert B. Chandler to secure information from the War Department concerning what information the War Department may have had in regard to the contract with University of Kentucky and the Mawen Motor Corporation for the use of the Wenner-Gren Laboratory. He presented the following letter which was addressed to the Honorable Albert B. Chandler and forwarded to him.

WAR DEPARTMENT
Washington

April 28, 1944

Honorable Albert B. Chandler
United States Senate
Washington, D.C.

Dear Senator Chandler:

The Legislative and Liaison Division of the General Staff has referred to me the letter addressed to you by Mr. R. P. Hobson of Louisville, Kentucky, dated April 15, which letter I return. This letter pertains to certain contracts between the War Department and the University of Kentucky for testing oils provided by the War Department, the tests being conducted at the Wenner-Gren Aeronautical Research Laboratory owned by the University of Kentucky. The part of the testing done at the Research Laboratory is performed by the Mawen Corporation under an arrangement it has with the University of Kentucky for the operation of the Research Laboratory.

All of the officers and directors of Mawen Corporation are United States citizens. The majority of its stock, however, is owned by Pan American Corporation which, in

turn, is controlled by Mr. Wenner-Gren, a Swedish National.

Mr. Wenner-Gren was included on the proclaimed list of blocked Nationals on February 7, 1942. The shares of stock of the Mawen Corporation owned by the Pan American Corporation are in a blocked account in New York City and the affairs of the Pan American Corporation are managed by Mr. John H. Anderson of Nassau. We are informed that in no way can communication be made to Mr. Wenner-Gren as to the affairs of Mawen Corporation or Pan American Corporation. The Mawen Corporation, being foreign-owned, operates under Treasury Department license and makes monthly reports to that Department covering its transactions.

I find that copies of all pertinent documents relating to the Wenner-Gren Research Laboratory and to the maintenance and operating contract between the University and the Mawen Corporation have been in the files of the War Department since early in 1941. Accordingly, to answer specifically Mr. Hobson's inquiry, we are fully advised of the operation of the Wenner-Gren Aeronautical Research Laboratory on the campus of the University of Kentucky by the Mawen Corporation and this arrangement is entirely satisfactory to the War Department.

Yours sincerely,

(Signed) JULIUS H. AMBERG
Special Assistant to
the Secretary of War.

J. I. B. M. Corporation Contract.

President Donovan presented contract or agreement between the University of Kentucky, Experiment Station Division, and the International Business Machines Corporation, which contract or agreement was for the use of certain I.B.M. equipment. The contract or agreement was recommended by Dean Thomas Cooper and was examined by the Comptroller with recommendation for approval of same.

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4. Upon motion duly made, seconded and unanimously carried, Dean Thomas Cooper was authorized to execute contracts in behalf of the University of Kentucky for the Experiment Station, with the International Business Machines Corporation, for the services set forth in the contracts, copies of which were ordered placed in these minutes.

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INTERNATIONAL BUSINESS MACHINES CORPORATION
Electric Accounting Machine Division
590 Madison Avenue, New York 22, N.Y.

JOB SERVICE AGREEMENT

Name University of Kentucky

Ref. No. SJ 096-527

Street Address

Lexington, Ky.
City State

Services Offered International Business Machines Corporation agrees to furnish the services detailed under Specifications (hereinafter collectively referred to as the "Services") in accordance with the terms and conditions of this proposal.

Specifications (Note: Here set forth the Services to be rendered by I.B.M. and the rates to be charged therefor).

Est. Cards	297-Household		
Per Application	1059-Individual	Total	1356

The facilities of our Card Counting Sorter and incidental clerical work in processing tabulations as outlined by you of Urban Status of Rural Migrants, Household and Individuals, separate groups, for which the following rates will apply.

Card Counting Sorter	\$2.50 per hour
Clerical	\$1.00 per hour

Conditions (Note: Here set forth what the client shall supply to I.B.M.; for example, approximate number of records, Electric Accounting Machine cards, materials, controls, etc.)

Punching and Verifying of cards will be done by you, you will furnish paper forms with outline of tabulations to be made. You agree to pay all transportation costs to and from our Cincinnati Office Service Bureau located at 30 East Central Parkway, Cincinnati, Ohio.

Any balancing to controls will be done by you.

Purchaser agrees not to hold this Company liable for delays in beginning or processing the work which are due to our inability, without fault on our part, to obtain sufficient qualified personnel;

or, because of priority regulations and allocation orders, our inability to obtain machines, equipment or other material necessary to perform this agreement.

General Information, Electric Accounting Machine cards and/or records delivered to us hereunder by you shall be retained by us for a sufficient length of time to complete the Services. It is agreed that we shall not be responsible for the loss of or damage to such Electric Accounting Machine cards and/or records unless such loss or damage is due to our gross negligence.

We agree to furnish the Services and you agree to pay the charge therefor at the rates stated in the Specifications. The minimum charge for Services covered by this agreement which you agree to pay shall be \$225.00.

The information, Electric Accounting Machine cards and/or records required to perform the Services covered by this agreement, shall be furnished to us approximately April 15, 1944.

The Services shall be performed in normal working hours and on regular working days as established by us unless otherwise provided in Specifications. If special handling of the work is requested, you agree to pay the charge therefor at our rates in effect at such time for such special handling.

Services requested in addition to those which are set forth in Specifications, will be furnished, subject to available facilities at our rates in effect at the time, which you agree to pay.

Unless the price quoted in Specifications includes specifically the cost of Electric Accounting Machine cards, supplies and materials to be used in connection with the Services, all such cards, supplies and materials furnished by us shall be an additional charge at our rates in effect at the time.

If Conditions provide that cards, control figures or other records shall be furnished to us and (a) if the cards so furnished are not according to our standard Electric Accounting Machine card specifications, we shall not be under any obligation to accept them and you agree to furnish us with cards complying with such specifications, or (b) if the cards so furnished shall not be in good condition, although complying with our standard Electric Accounting Machine cards specifications, you agree to pay our rates for the additional machine and clerical time required by reason thereof, or (c) if the control figures or other records so furnished are not correct, you agree to pay our rates for the additional machine and clerical time required by reason thereof.

Unless Specifications include verifying and/or checking of all punched cards, and unless you furnish us with control figures, you agree to accept as complete compliance with our obligations hereunder all tabulations and reports prepared by us, notwithstanding the results occasioned by such omission to check and verify or to furnish control figures.

Machines The Machines listed in Specifications and additional or replace equipment (limited to Key Punches, Verifiers and non-printing Electric Accounting Machines) will be furnished to you under the terms and conditions of the form of Machine Service Contract hereto attached as Exhibit "A" which are incorporated herein by reference and made a part hereof, except that the period of the contract for each machine covered thereby shall be _____ months from the date the machine is installed ready for your use, and thereafter may be terminated by you or this Corporation upon receipt of written notice, unless terminated by us in accordance with the stipulations of said contract.

Taxes There shall be added to the prices and charges herein amounts equal to any Federal, State, or Municipal taxes, however designated, levied or based on such prices and charges or upon this agreement or the machines and devices provided for in this agreement or the use of such machines and devices, or any such taxes or amounts in lieu thereof paid or payable by us in respect of the foregoing, exclusive, however, of ordinary personal property taxes assessed against us and taxes based upon net income.

Terms Thirty days net from date of invoice. No cash discount for prepayment.
This agreement may be terminated by us forthwith by your failure to pay any charge when due.
All orders are subject to approval by this Corporation at New York City and this agreement shall become binding upon this Corporation only when so approved.

INTERNATIONAL BUSINESS MACHINES CORPORATION
(Electric Accounting Machine Division)

Lease-Contract
Marked Ex-
hibit A
Attached

By (Signed)
Local Manager

The above is agreed to:

Approved at New York City this
_____ day of _____ 19____

Dated _____

INTERNATIONAL BUSINESS
MACHINES CORPORATION,

By _____
Company

By _____
Authorized Signature

Officer's Title

INTERNATIONAL BUSINESS MACHINES CORPORATION
590 Madison Avenue
New York 22, N. Y.

Office of
The Secretary and Treasurer

March 30, 1944

University of Kentucky
Experiment Station
Lexington, Kentucky

Gentlemen:

This will acknowledge receipt of the following, relating to the Manufacturers' Federal Excise Tax:

Confirmation; Consent Form MFET-1: Original; Duplicate.

Items not checked above have not been received, and same are requested. Consent Form MFET-1, original and duplicate, must (in case of a corporation) be signed by a corporate officer under seal.

The following, which you furnished, are returned herewith for the reasons stated:

Original of Confirmation Letter, which should be signed and forwarded to us promptly.

Duplicate of Confirmation Letter, which should be retained for your files.

Form MFET-2, which should be retained for your files.

Consent Form MFET-1: Original; Duplicate, which should (a) have corporate seal affixed thereto; (b) be countersigned by a corporate officer as indicated on form, and forwarded to us by first mail.

Triplicate of Consent Form MFET-1, which should be retained for your files.

Where appropriate, an addressed, stamped envelope is enclosed for the convenience of your prompt compliance, which we shall appreciate very much.

Affix University's
seal and return promptly

Very truly yours,

(Signed) J. G. Phillips
Secretary and Treasurer

INTERNATIONAL BUSINESS MACHINES CORPORATION
590 Madison Avenue, New York, 22, N. Y.

M.F.E.T Number
3307

Date
2 28 44

Our Reference
413100
234

Installed at
UNIVERSITY OF KENTUCKY
EXPERIMENT STATION
LEXINGTON, KENTUCKY

Amounts Charged Customer and Paid Government for Manufacturers' Federal Excise Tax on Billings under Electric Accounting or Proof Machine Service Contracts Period October 1, 1941 to November 30, 1942	Charged for Tax during month-tax paid to Government for Month	Charges for Month as Recomputed -Amt. of tax due Government	Charges for Tax deemed Excessive- Amt. of tax Claimed from Government
October 1941			
November 1941			
December 1941			
January 1942			
February 1942			
March 1942			
April 1942			
May 1942			
June 1942			
July 1942			
August 1942			
September 1942	65 pd		65
October 1942	140 pd		140
November 1942	140 pd		140
TOTALS (Last column indicates amt. of tax claimed from Government)	345		345
AMOUNT OF CHARGES FOR TAX NOT PAID TO IBM BY CUSTOMER (Up to above date)			
AMOUNT OF CHARGES FOR TAX PAID TO IBM BY CUSTOMER DEEMED EXCESSIVE (See Attached Letter)			345
(Note: Above figures subject to Adjustment on Audit by Treasury Department. *Indicates Red Figure)			

(Continued on following page)

CUSTOMER'S CONSENT TO ALLOWANCE OF CREDIT OR REFUND

TO THE UNITED STATES TREASURY DEPARTMENT:

Pursuant to the provisions of Section 3443(d) of the Internal Revenue Code, the undersigned, having leased and/or purchased business machines (including parts, special devices or accessories of such articles leased and/or purchased on or in connection therewith) from the INTERNATIONAL BUSINESS MACHINES CORPORATION, hereby consents to the allowance of a credit or refund to INTERNATIONAL BUSINESS MACHINES CORPORATION for the amount of Manufacturers' Federal Excise Tax heretofore erroneously paid, or paid in excess of the amount due, to the Treasury Department in connection with said business machines pursuant to the provisions of Section 3406(a)(6) of the Internal Revenue Code, as added by Section 551 of the Revenue Act of 1941.

(Important--if corporation,
Seal must be affixed here)

Experiment Station
University of Kentucky L.S.
(Name of Customer)

(Signed) Thomas Cooper
(Signature of Authorized Official)

Director
(Title of Official)

March 17, 1944
Date

Execute in Duplicate and Return Promptly to
INTERNATIONAL BUSINESS MACHINES CORPORATION, 590 Madison Avenue,
New York 22, N. Y.

Prepared on INTERNATIONAL ELECTRIC ACCOUNTING MACHINES.

K. Cooperative Work of J. P. Colliver.

President Donovan presented the following letter from Dean Cooper and an agreement in blank.

April 10, 1944

President H. L. Donovan
University of Kentucky

Dear President Donovan:

I enclose proposed agreement between Mr. J. B. Colliver, Owingsville, Kentucky, and the Kentucky Agricultural Experiment Station, to provide for cooperative work in an experiment to grow tobacco strains resistant to black shank. I wish to request authorization to execute this agreement with Mr. Colliver.

Sincerely yours,

(Signed) Thomas Cooper
Dean and Director.

THIS AGREEMENT made and entered into this _____ day of _____, 1944 by and between J. B. Colliver, Route 1, Owingsville, Kentucky, and the Kentucky Agricultural Experiment Station, Lexington, Kentucky, witnesseth

That in consideration of the sum of Twenty-five (\$25.00) Dollars to be paid to J. B. Colliver by the Experiment Station, and any tobacco produced, Mr. Colliver agrees to provide the land and set the plants, and, under the supervision of the Experiment Station, to do all the work required in raising a plot of tobacco approximately 1/8 acre in size, which will be utilized by the Experiment Station to study black shank, a very serious soil-borne disease of tobacco with which the soil in this area has become infected. This is a very dangerous disease, and great care must be exercised to prevent its spreading into new areas. At the same time, it is highly desirable that strains resistant to the disease be developed as soon as possible. By using this small area the breeding work can be carried out to advantage and without danger of spreading the disease while carrying on the work. Mr. Colliver understands that it may be desired that some of the plants be left to mature seed. It is agreed by the Experiment Station that if any of the plants saved show resistance to black shank some of the seed will be furnished to Mr. Colliver.

Witness our signatures and acts on the date given above.

* * * * *

5. Upon motion duly made, seconded and unanimously carried, Dean Cooper was authorized to execute the above agreement.

* * * * *

L. Exchange of Bulls with G. P. Rice.

President Donovan submitted a letter from Dean Cooper and proposed agreement as copied herein.

April 7, 1944

President H. L. Donovan
University of Kentucky

Dear President Donovan:

Enclosed is a proposed agreement between the Kentucky Agricultural Experiment Station and Mr. G. P. Rice of Monticello, Kentucky, for the exchange of bulls. I should like to have authorization to enter into this agreement.

I presume that you desire agreements of this kind to be submitted for your approval and for presentation to the Board. If not, I shall be glad to be advised.

Sincerely yours,

(Signed) Thomas Cooper
Dean and Director.

- - - - -
An Agreement between the Kentucky Agricultural Experiment Station, Lexington, Kentucky, and Mr. G. P. Rice, Monticello, Kentucky.

The Kentucky Agricultural Experiment Station, Lexington, Kentucky, and Mr. G. P. Rice, Monticello, Kentucky, agree to exchange with each other the six year old Aberdeen Angus herd bull belonging to each as soon as convenient this agreement continuing until April 1, 1945, at which time it may be renewed for any period for five years or less as the parties may agree. It is understood that the ownership of both bulls shall remain as at present.

Both parties agree to exercise usual diligence and care in managing the bulls while in their possession. They also agree that the respective owners shall retain their present risk and liability for any loss or damage to their respective bulls whether such loss or damage be due to negligence or to natural causes.

It is further agreed that the said bulls, i.e., the one belonging to the Kentucky Experiment Station let to Mr. G.P. Rice and the one belonging to Mr. G. P. Rice let to the Kentucky Experiment Station, shall not leave the Kentucky Agricultural Experiment Station farm or the farm of Mr. G. P. Rice, respectively, for purposes of exhibition or for breeding cows belonging to persons other than the two parties covered in this agreement. Neither party shall use the bull belonging to the other party to serve cows not owned by it or him without the written consent of the bull's owner nor shall any cows be served by either of these bulls until it is reasonably certain that such cows are free from brucellosis and trichomoniasis.

If either bull dies or becomes unserviceable during the period covered in this agreement, it is agreed that the other bull shall be returned to its owner as soon as convenient, or that some other arrangement satisfactory to both parties be drawn up at that time.

The Kentucky Agricultural Experiment Station will stand the cost of exchanging both bulls in 1944 and Mr. G.P. Rice will stand the cost of returning both bulls in 1945, or whenever this agreement is terminated.

Director, Kentucky Agricultural Experiment Station.

G. P. Rice

* * * * *

6. Upon motion duly made, seconded and unanimously carried, Dean Cooper was authorized to execute the above agreement.

* * * * *

M. Cooperative Agreement with United States Forestry Service.

President Donovan presented a letter from Dean Cooper and Memorandum Agreement with the United States Forestry Service, which letter and agreement are copied herein.

April 20, 1944

President H. L. Donovan
University of Kentucky

Dear President Donovan:

Attached is a memorandum of agreement showing schedule of contributions, which represent expenditures by the Kentucky Agricultural Experiment Station for forestry purposes, and which will be accepted by the United States Forest Service as a basis for similar expenditure to be made by them within the state, in providing area foresters. This arrangement does not affect the research which we are carrying on and does not require additional expenditure. It does make it possible for the Forest Service, under recent legislation, to develop certain work in connection with us that will be helpful to the owners of farm woodlot areas. The amount to be filled in by us is \$14,000 which, as I have stated, is made for our research and does not represent additional expenditure. I shall be glad to have your approval and I presume you will wish to present it to the Board.

Sincerely yours,

(Signed) Thomas Cooper
Dean and Director.

Form M.A.2

SCHEDULE OF CONTRIBUTIONS

_____, 19____

Regional Forester
United States Forest Service

Dear Mr. _____ :

In accordance with the terms of the Memorandum of Understanding between the Kentucky Agricultural Experiment Station, University of Kentucky, and the Forest Service, United States Department of Agriculture, for the cooperative establishment of projects to provide assistance to farmers in all phases of woodland management, the _____ hereby agrees to make contributions

having a total monetary value of \$14,000 during the fiscal year ending June 30, 19____. These contributions will not be used to offset other Federal expenditures, and do not include any funds appropriated by the Federal Government, or any funds the expenditure of which will be reimbursed from Federal funds.

The table below indicates the estimated value of each type of contribution to be made, although it is not mandatory that such contributions conform to the estimate. Only by mutual agreement may the total contribution be reduced.

The State Agency will keep a record of the contributions involved and report the same to the Forest Service at such intervals as requested.

TYPE OF CONTRIBUTION	ESTIMATED VALUE
Personal Service other than Labor	\$10,000
Labor	4,000
Supplies and Materials	
Communication Service	
Travel Expense	
Transportation of Things	
Heat, Light, Water, Electricity (Service)	
Rent	
Operation of Equipment	
Other (Itemize)	
TOTAL BUDGETED	
BY THE STATE AGENCY	

Accepted:
U.S. Department of Agriculture
Forest Service

Signed:

By _____

By _____

Title _____

Title _____

Date _____, 19____

Date _____, 19____

* * * * *

7. Upon motion duly made, seconded and unanimously carried, Dean Cooper was authorized to execute the above agreement.

* * * * *

N. Earmarking Funds for the Experiment Station.

President Donovan presented a letter from Dean Cooper requesting Executive Committee approval to earmark \$60,000 of the Experiment Station Revolving Funds to be used for adjustments necessary following the termination of the War.

March 15, 1944

President H. L. Donovan
University of Kentucky

Dear President Donovan:

The war period has involved the Experiment Station, with its large staff and extensive properties, in many problems. This situation, of course, is similar to that which confronts many industries. It has been and is increasingly difficult to obtain the necessary materials to maintain the properties by providing for repairs and reconstruction that should normally take place and to avoid the obsolescence which is occurring at an increasing rate. During the war period, the staff is decreasing due to calls into the armed forces and income from production and fees is up.

Normally these funds would be expended as they accrued for the purpose of overcoming obsolescence and for new construction. This, of course, can not now be done. As our staff members are granted leaves of absence for military service, we must look forward to their return and to the ability of financing them during the period in which we are making the necessary adjustments in institutional operations.

As I see the situation, it becomes necessary for us to set up from present incomes, other than unexpended state and federal appropriations, the needed funds to provide for placing our properties in condition and for carrying our returned staff members temporarily while we are making adjustments and when conditions may be very difficult.

With your approval, the Board has previously set aside an item of \$65,000, which is earmarked and, as I understand, invested in bonds to provide for the completion of the Animal Pathology Building - construction of the wing which was originally planned and to take care of equipment, much of which can not be purchased now.

As I estimate the future, an item of \$60,000 should be set up from revolving funds to take care of adjustments during the period of returning staff. I would estimate this adjustment to continue over a period of a year or a year and a half and it may occur at a time when income is low. Attached is a schedule of expenditures which it is essential to make at such time as it is possible to engage in construction and obtain machinery and equipment. This aggregates

\$164,958. I consider it urgent and a wise procedure that these provisions be made and that we look forward to the handling of funds in the manner that has been suggested. You will note in the proposal that it centers around changes which normally come to us from year to year and which have accumulated during the war period. If the war continues, it will be necessary to set aside a larger amount of funds. I presume it is needless to point out that essentiality lies in the fact that much of this should be done without awaiting special incomes that may be secured from the legislature.

It may be of interest to you to know that, in the first two years of the last depression, it required approximately \$100,000 from balance in account to carry the Experiment Station organization during the first period of readjustment. As you know, the Experiment Station has a large force and a very great obligation to the public, which must be met. Therefore, I consider the estimate of \$60,000 for readjustment following the war very moderate and probably low.

Sincerely yours,

(Signed) Thomas Cooper
Dean and Director

P.S. In addition, there is immediate need of much construction, to which consideration should be given, but which is not included in this presentation.

TC

* * * * *

8. Upon motion duly made, seconded and unanimously carried, the Comptroller was directed to request the Department of Finance, Division of Accounts and Control, to earmark \$60,000 of funds now in Account 5010 for the purpose of taking care of expenses of the Experiment Station for adjustment expenses which will confront the administration of the Experiment Station following the termination of the War, in keeping with the proposed purposes set forth in Dean Cooper's letter copied above.

* * * * *

O. Budget Increase, Department of Bacteriology.

President Donovan presented to the Executive Committee a request from Dean Paul P. Boyd in behalf of the Department of Bacteriology, to increase the appropriation of the current budget to take care of scientific laboratory equipment needed at this time.

March
31
1 9 4 4

President H. L. Donovan
University of Kentucky

Dear President Donovan:

I am sending you some requisitions for scientific equipment from Professor Scherago. I asked Mr. Peterson to get prices on these items before I sent the requisitions through.

The total, \$3810.60, is probably more than the University can spend at this time, so I am recommending that items (1), (2), (3) and (4) be approved. These amount to \$2087.25. The numbers on the left margins of the list indicate the order of preference as set down by Professor Scherago.

Sincerely,

(Signed) Paul P. Boyd
Dean

* * * * *

9. Upon motion duly made, seconded and unanimously carried, the appropriation made for the Department of Bacteriology, capital outlay, is ordered increased by the amount of \$2087.25, to be used for the purchase of capital outlay equipment requested, said amount to be taken from the unappropriated surplus of current funds.

* * * * *

P. Account, General Electric Supply Corporation.

President Donovan presented to the Executive Committee a statement of the General Electric Supply Corporation for 13 stem hangers with canopy in the amount of \$14.04 which were purchased October 1, 1941, and delivered on January 20, 1942. He stated that this item had been overlooked by the College of Engineering of the University and had also been missed by the auditors of the General Electric Supply Corporation, and that it was now impossible to pay this bill from appropriated funds. He asked the Executive Committee for direction. After some discussion the following motion was made:

* * * * *

10. Upon motion duly made and seconded, the Comptroller is authorized to pay the account out of any funds available.

* * * * *

Q. Contract with Orkin Exterminating Company.

President Donovan presented to the Executive Committee a contract with the Orkin Exterminating Company and a letter from the Comptroller in regard to the contract. Both were read and the letter was ordered copied in the minutes.

April 3, 1944

President H. L. Donovan
University of Kentucky

Dear President Donovan:

We have for some time contracted with Orkin Exterminating Company for pest control service in the Boys' and Women's Dormitories and one or two other buildings. The service has been satisfactory.

Not long ago there was a news item reporting the death of one person and the injury of one or two others suffered through inhaling fumes from exterminating fluids. The University of Kentucky asked the Orkin Exterminating Company for an Indemnity Bond. They failed to furnish such a bond at a reasonable time and, as a result, I ordered the contract cancelled. I am, however, in receipt of a bond, written by the United States Fidelity and Guaranty Company, insuring the University of Kentucky for a period from March 13, 1944 to March 13, 1945, for personal and property damages on all exterminating operations performed for the University by the Orkin Exterminating Company, 315-17 Peachtree Street, N.E., Atlanta, Georgia.

If the acts of the Comptroller in making the contract and in requiring the bond and accepting the bond as given do not meet yours and the approval of the Executive Committee, this office would desire to have same cancelled. However, in my judgment, we are as well protected as any institution in America under this arrangement.

Yours very truly,

(Signed) Frank D. Peterson
Comptroller.

* * * * *

11. Upon motion duly made and seconded, the action of the Comptroller in making the contract with the Orkin Exterminating Company is approved, and it is the desire of the Executive Committee that the contract shall continue in force for the period provided by the contract. The contract is ordered filed with the Comptroller.

* * * * *

R. Recess for Lunch.

The Executive Committee recessed at 12:40 p.m. and went to Jewell Hall where lunch was served. The Chairman called the meeting to order at 2:05 p.m., and again took up the business of the Institution as evidenced by the agenda.

S. U. S. Savings Bond of Student Government Association.

The following letter was presented to the Executive Committee by the President requesting approval to receive a \$500.00 Series F, U.S. Savings Bond belonging to the Student Government Association.

April 8, 1944

President H. L. Donovan
University of Kentucky

Dear President Donovan:

I have received from the Student Government Association one U.S. Savings Bond, series F, issued as of April, 1944, in the amount of \$500.00. The officers of the Association desire that this bond be placed in the Lock Box of the University for safekeeping.

I desire that record be made and placed in the minutes and that the Board authorize the acceptance of the bond.

Yours very truly,

(Signed) Frank D. Peterson
Comptroller.

* * * * *

12. Upon motion duly made, seconded and unanimously carried, the Comptroller is ordered to accept bond and place same in the lock box of the University for safekeeping.

* * * * *

T. Request of State Federation of Labor.

President Donovan presented to the Executive Committee a request of the State Federation of Labor, which letter follows:

KENTUCKY STATE FEDERATION OF LABOR
Louisville, Ky.

March 23, 1944

Messrs. John Fred Williams
Supt. of Public Instruction
Frankfort, Kentucky
and
Herman Donovan, President
University of Kentucky

Greetings:

In the last quarterly meeting of the Executive Board of the Kentucky State Federation of Labor held last Sunday, the future of Labor and Industry and labor relations was discussed at length. It was quite unanimously agreed that labor relations will play one of the greatest parts in the future of the industrial phase of our nation.

We further recognize the fact that both Labor and Management are desperately in need of education in the lines of conciliation, mediation, arbitration and negotiation of contracts and the handling and settling of grievances and disputes. Inasmuch as we are concerned that labor do its part in creating and maintaining proper labor relations, we feel it necessary that an efficient educational program be instituted by a properly authorized agency or university.

Therefore, I was instructed to communicate with both the Department of Education and the University of Kentucky urging a workers educational program be established in Kentucky similar to that in other states. For example, we refer to the program of the University of Wisconsin outlined in the enclosed pamphlet.

It is our understanding that the University of Wisconsin conducts summer courses for national representatives, business agents, officers and stewards. These classes range from two weeks to one month. They are taught by qualified university teachers and according to all reports, the results have been most fruitful.

Not knowing just how the University of Kentucky operates, I have directed this communication to both of you gentlemen with the hope that you may find ways and means of assisting us in this problem. In the event this communication and the attached pamphlet is not sufficiently explanatory, I will be happy to meet with you at your convenience and attempt to further explain the necessity and advantages to be gained through such program as we are advocating.

Thank you in advance for your cooperation in this matter and with best wishes and kindest personal regards, I am

Respectfully yours,

(Signed) Edward H. Weyler
Edward H. Weyler
Secretary-Treasurer

- - - - -
March 27, 1944

Mr. Edward H. Weyler
Secretary-Treasurer
Kentucky State Federation of Labor
213 $\frac{1}{2}$ -215 Tyler Building
Louisville, Kentucky

My dear Mr. Weyler:

I have just received the communication which you addressed jointly to Superintendent John Fred Williams and me. I have had no opportunity to discuss your letter with Superintendent Williams but I am sending him a copy of my reply to you.

I agree with you that in the postwar world labor relations will play an increasingly important part in our economic organization. I believe you are correct in saying that labor

and management are in need of studying the problems in a realistic manner. The University of Kentucky is anxious to serve the people of the State in any way it can promote a genuine educational program. This institution would be pleased to offer courses or hold an institute for those interested in studying the problems of conciliation, mediation, arbitration, and negotiation of contracts, and other problems relating to labor and industry. Let me suggest that some day in the near future you lunch with me here at the University, at which time I will ask Dean Wiest of the College of Commerce and one or two of his associated to meet with us and we will talk over ways and means of offering such courses as you have suggested in your letter.

If you will call me a day or two in advance of the time you would like to come, we will agree upon a date for such a conference.

Cordially yours,

(Signed) H. L. Donovan
President.

* * * * *

13. Upon motion duly made, seconded and unanimously carried, the President is authorized to appoint a committee of the faculty to study the request of the Kentucky State Federation of Labor and make a recommendation at the next regular quarterly meeting of the Board of Trustees.

* * * * *

U. Gifts:

From Alfred P. Sloan Foundation.
From Judge Samuel M. Wilson.
From Mr. W.B. Belknap.

President Donovan reported gift of the Alfred P. Sloan Foundation for the Experiment in Applied Economics for the period from June 1, 1943, to June 30, 1944; of Judge Samuel M. Wilson for student library prize annually awarded; and of Mr. W. B. Belknap, for \$25.00 to be used to aid in binding Aberdeen-Angus Journal, as an expression of his appreciation for the help received from the College of Agriculture and Home Economics.

April 3, 1944

Dr. H. L. Donovan
University of Kentucky

Dear Dr. Donovan:

I am handing you herewith a check for \$3,707.50 as the final payment on the application for grant-in-aid dated November 12, 1942, for the Experiment in Applied Economics for the period from June 1, 1943 to June 30, 1944.

Our work with the Alfred P. Sloan Foundation continues on a basis that is highly satisfactory to those of us who are participating in the program. This makes a total of \$68,018 that the Foundation has given to the University for this project. We have every reason to believe that support over a considerable number of years will be made possible for this experiment.

Very sincerely yours,

(Signed) William S. Taylor.

- - - - -
WILSON & HARBISON
Lexington, Ky.

6 April, 1944

Dr. H. L. Donovan
President, University of Kentucky
Lexington, Ky.

My dear Dr. Donovan:

Herewith I enclose my check for \$50.00 to your order to cover the student library prizes, annually awarded among upper classmen who have been in residence at the University for at least two years, the choice of the prize-winners to be determined by a committee appointed by you as President or by Miss Margaret King, as head of the University Library.

Trusting that this finds you in tiptop shape and enjoying life and your most important work as head of our great State University, I am

Cordially yours,

(Signed) Sam'l M. Wilson.

April 26, 1944

President H. L. Donovan
University of Kentucky

Dear President Donovan:

The enclosed check for \$25 was contributed by Mr. W. B. Belknap as an expression of his appreciation of the help received from the College of Agriculture and Home Economics of the University of Kentucky. He desires, through this contribution, to aid in binding the Aberdeen-Angus Journal for use in the Herd-book Room. These Journals are being prepared for the binder and I recommend that we accept this contribution for that purpose and that, in binding the volumes, the flyleaf indicate that their binding was made possible through the contribution from Mr. Belknap.

Sincerely yours,

(Signed) Thomas Cooper
Dean and Director.

* * * * *

14. Upon motion duly made, seconded and unanimously carried, the gifts of the Alfred P. Sloan Foundation, of Judge Samuel M. Wilson, and of Mr. W.B. Belknap were ordered received, accepted, and the President is requested to write a letter to each of the donors expressing the appreciation of the Executive Committee on behalf of the University of Kentucky.

* * * * *

V. Change of Occupation of Professor Carl A. Lampert.

President Donovan presented the following letter concerning Change of Occupation for Professor Carl A. Lampert:

April 11, 1944

Dean Paul P. Boyd
College of Arts and Sciences
University of Kentucky
Lexington, Kentucky

Dear Dean Boyd:

Professor Carl A. Lampert reaches the age of seventy years on May 13, of the current year. The official

University records disclose that he has been on the University faculty since 1918, making a total of 26 years during which he has been associated with the University of Kentucky.

According to my own calculation, he is entitled to a retirement salary of 46% of his 1943-44 salary, thus allowing him \$1656.00 for subsequent years.

A question which recently has been raised by Professor Lampert, and upon which I seek information from you, is whether he will be permitted, according to established University policy to complete the current school year without change in his present status.

I shall appreciate getting your reaction on this point at your earliest convenience.

Respectfully yours,

(Signed) Alexander Capurso
Executive Director.

The Executive Committee discussed the fact that Professor Lampert had reached the age of 70 before the end of the current school year and took the following action:

* * * * *

15. Upon motion duly made, seconded and unanimously carried, the recommendations of the Executive Director of the Department of Music and the President are concurred in, with the understanding that any member of the professional staff upon reaching the age of 70 shall be permitted to continue his services in his regular position through the quarter in which he becomes eligible for Change of Occupation.

* * * * *

W. Change of Occupation for Non-Academic Personnel of the Experiment Station.

President Donovan reported to the Executive Committee the following letter from Dean Cooper, and facts concerning non-academic personnel of the Experiment Station:

April 12, 1944

President H. L. Donovan
University of Kentucky

Dear President Donovan:

In accordance with the Board of Trustees resolution of January 21, 1944, relative to change of work of employees other than academic, administrative or field personnel, I am submitting on the attached sheets a list of such persons in our employ, who have attained the age of seventy, together with a statement regarding each and my recommendations.

Sincerely yours,

(Signed) Thomas Cooper
Dean and Director

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William H. Moore. Has been in the employ of the Experiment Station since 1912. He attained the age of 70 in 1934. The maximum salary paid him during his period of employment was \$100 a month. As he advanced in age, he was successively assigned changed duties, with a corresponding adjustment in salary to \$90 and later to \$75 a month. He was capable of performing the full-time duties assigned him under these changes until March 25, 1936, when he sustained an injury to his right hand while in the line of duty. His hand was almost severed by a circular saw and he has never regained the use of it. In July, 1937, he was assigned much lighter duties with pay at the rate of \$35 a month. Due to the permanent injury which he has sustained, I do not believe that he should receive less than \$35 a month. Taking the average of the three salary rates under which he has been employed on full-time basis, namely, \$88.33-1/3 a month, and the period of service from 1912 to 1934, when he reached the age of 70, plus 20 percent, would entitle him to 42% of the average or \$37.00 a month, which I recommend be paid him. He will be assigned duties as watchman at barns and other farm buildings, as far as his physical condition will permit.

George Lee. Began work at the Experiment Station in 1920. He will attain the age of 70 in 1947. The maximum payment made him during his period of service was \$77 a month. Due to infirmities, his duties were modified and his salary adjusted to \$40 a month, in 1942. On the basis of the period which he will have served when he attains the age of 70, namely, 27 years, plus 20%, I recommend that he be paid 47% of his maximum wage of \$77 a month, or \$36.00 a month. He will be assigned duties as messenger to the extent of his physical abilities.

Leland Blakeman. Began work at the Experiment Station in 1923. Attained the age of 70 in 1938. The maximum salary which Mr. Blakeman has received is \$65 a month, which amount is now being paid to him. Mr. Blakeman is satisfactorily performing full-time duties assigned to him on the farm and no one whom we could obtain for that wage would be as competent. I recommend that he be continued in his present duties as stable man and at the present rate until such time as it is evident that a change should be made.

George Duncan. Has been employed at the Experiment Station since 1922. In 1942, he attained the age of 70. The maximum received by him was \$70 a month. In April, 1943, his duties were changed and his salary adjusted to \$65 a month. I recommend that he be continued in his present duties as tobacco stripper and the care of plots and lawns, at the rate of pay which he is now receiving, namely, \$65 a month. Mr. Duncan is satisfactorily performing this work on a full time basis and under the present labor situation, we can not employ another man at this rate of pay who could accomplish as much as Mr. Duncan.

I. J. Jeter. Employed at the Experiment Station since 1922. He was 70 years old in 1937. The maximum wage paid him was \$65 a month. As he advanced in age, his duties were modified and his salary adjusted correspondingly to \$50 and in 1943 to \$30 a month. I recommend that he be paid for 22 years' service, plus 20 percent, or 42% of his maximum wage of \$65, making a total of \$28.00 a month. As far as his physical abilities permit, he will be assigned to work on the horticultural grounds.

Joe Underwood. Has been in the employ of the Experiment Station since 1912. Was 70 years old in 1928. He was able to perform full-time work satisfactorily until 1933. At that time his duties were modified and his pay adjusted to \$35 a month. His period of service plus 20 percent totals 52%, or 2 percent in excess of what he can be allowed. I recommend that he be paid 50% of his maximum wage, namely, \$35.00 a month. He will be assigned to rodent control on the farm to the extent allowed by his physical condition.

* * * * *

16. Upon motion duly made, seconded and unanimously carried, the recommendations of Dean Cooper and President Donovan are concurred in.

* * * * *

X. Payment of Office Secretary of Y.M.C.A.

President Donovan presented to the Executive Committee the following correspondence from Mr. Bart N. Peak, Secretary of the Y.M.C.A., and the Comptroller, concerning a request of Mr. Peak to pay salary of YMCA office secretary for the past eight months out of State appropriated funds.

April 12, 1944

Mr. Frank D. Peterson, Comptroller
Secretary, Board of Trustees
UNIVERSITY OF KENTUCKY
Lexington

Dear Mr. Peterson:

The University of Kentucky YMCA has been serving on the campus for many years, and because of the value of the program to the students of the University the Board of Trustees has subsidized the YMCA by paying part of the salary of the General Secretary since about 1911. There may have been some assistance to the YMCA prior to that date. The appropriation from the University has been paid upon the salary of the General Secretary. We have had to raise money from faculty, students and friends for the program and for the salary of the Office Secretary.

When the student body was reduced because of the war, the YMCA income was greatly reduced and upon the recommendation of President Donovan the Board of Trustees made an additional subsidy in order to keep this work going on the campus. As this money was in the regular budget of the University and to be paid from the office in Frankfort, we should have been charging to that account the salary of the Office Secretary from July 1, 1943, but through some oversight on our part this salary has been paid out of the contributions which are kept in the Organizations Fund in the office of the Comptroller. We now find that we have depleted the resources we had in the Organizations Fund and that expenditures for certain parts of our program on the campus will not be recognized as legitimate expenses from State funds. We have a balance in our account in Frankfort, and we would like to request the Board of Trustees to consider the possibility of getting the amount of the Office Secretary's salary from July 1, 1943, to February 29, 1944, (\$760.00) transferred to the Organizations Fund so that we will have some money to pay bills which are now due for the program of the YMCA and for the carrying on of the program until June 30, 1944. If this should not be feasible, we trust the Board of Trustees will work out some plan to relieve the situation.

Yours truly,

(Signed) Bart N. Peak
General Secretary

April 24, 1944

President H. L. Donovan
University of Kentucky

Dear President Donovan:

I am transmitting a letter received from Mr. Bart Peak, Secretary of the YMCA. This letter speaks for itself. However, I desire to add an explanatory statement.

The salary of Miss Huber, Mr. Peak's Secretary, could have been charged to the appropriation made by the Board of Trustees to subsidize YMCA and YWCA. Her salary heretofore has been charged to YMCA Restricted Fund. Mr. Peak did not plan ahead far enough. As a result, her salary for the first eight months of the current year has been paid out of YMCA Restricted Account. He now asks that we go back and pay through Frankfort her salary since July 1, 1943. It would have the effect of transferring less than \$900.00 from the State appropriation account to the Restricted Fund. Frankfort would not approve such a transfer if made direct. I am unwilling to send a payroll to Frankfort for Miss Huber for the period July 1, 1943, to March 1, 1944, since she has already been paid. However, with the direction of the President or the Board of Trustees, I will do so. I am not sure it will be approved.

Yours very truly,

(Signed) Frank D. Peterson
Comptroller

- - - - -
April 25, 1944

Mr. Frank D. Peterson
University of Kentucky

My dear Mr. Peterson:

This acknowledges receipt of your communication of April 24 enclosing letter from Mr. Bart Peak, Secretary of the Y.M.C.A. I think it will be well for us to present this question to the Board of Trustees for final action.

Cordially yours,

(Signed) H.L. Donovan
President.

* * * * *

17. The Executive Committee discussed the request at length and expressed the belief that the salary of YMCA office secretary for the months of July 1, 1943, to and including February 29, 1944, could not now be paid from state appropriated funds. The request was denied.

* * * * *

Y. Payment for Training School Cafeteria Equipment.

President Donovan presented the following letter concerning a deficit that exists because of the purchase of equipment for the Training School Cafeteria, with the recommendation that the Executive Committee authorize payment out of budgeted funds to the College of Education.

May 2, 1944

President H. L. Donovan
University of Kentucky

Dear President Donovan:

Some few years ago the University purchased equipment for the Training School Cafeteria, partly used as a training laboratory at the University Elementary and High School, and also used as a Cafeteria for those training in and working in the Educational Building. This equipment cost \$4,000.00 and since original purchase has been carried on the records of this office as an overdraft.

Since it has been established that the Training School shall replace all equipment, repair all equipment and maintain the space used by the Cafeteria, it would seem feasible to secure authorization from the Executive Committee to charge the original cost of the present equipment against funds appropriated by the Board of Trustees for the operation of the Department of Education, which includes the University Training School. If this does not meet the approval of the Executive Committee, I would suggest that some plan be advanced by which this deficit can be liquidated eventually.

Yours very truly,

(Signed) Frank D. Peterson
Comptroller.

* * * * *

18. Upon motion duly made, seconded and passed, the Comptroller is ordered to liquidate the deficit as now carried on the financial records of the Comptroller's Office, charging same to Army funds appropriated for the current year's operation of the College of Education.

* * * * *

Z. Recommendation for Reorganization and Extension of the Services of the College of Education.

President Donovan presented a report and recommendation from W. S. Taylor, Dean of the College of Education, with recommendation that report be adopted.

The Executive Committee discussed the report and recommendation and ordered same received and copies sent to all members of the Board for its consideration at the next meeting.

AA. Report of the Comptroller.

The Comptroller presented to each member of the Executive Committee a copy of the regular monthly financial statement of income and expenditures for all departments and divisions of the University, together with a statement of Restricted Current Funds and Agency Funds. He analyzed the report page by page. After discussing the financial position as evidenced by the report, the Executive Committee took the following action:

* * * * *

19. Upon motion duly made, seconded and unan-
imously passed, the report is ordered re-
ceived, accepted and filed with the Secre-
tary of the Board of Trustees.

* * * * *

BB. Appointments and Other Staff Changes.

President Donovan submitted staff appointments, reappointments, salary adjustments, leaves of absence, resignations, promotions and other staff changes requested by deans and heads of departments.

College of Arts and Sciences

Appointments

Nancy Wilson, laboratory assistant in the Department of Bacteriology, effective April 1 through June, 1944. Miss Wilson is to replace Miss Esther Friedman, resigned.

Mrs. Willie Prater Mills, acting secretary in the Department of Music, continued through April, 1944.

Helen Markwell, instructor in Physical Education for the month of May, 1944. Miss Markwell is to assume the duties relinquished by Miss Margaret Warren, resigned.

Elizabeth Goggin, part-time student assistant in the Department of Art for May and June, 1944.

Salary Adjustment and Promotion

Margaret I. King, part-time instructor in the Department of Library Science, promoted to Acting Head of the Department during the absence of Dr. Richard Logsdon in military service, with adjustment in salary.

Leaves of Absence

Dr. Richard H. Logsdon, Acting Head and Associate Professor of Library Science, effective April 19, 1944. Dr. Logsdon has been inducted into the Navy, and is granted leave for the duration.

Dr. A. E. Bigge, Professor and Head of the Department of German, sabbatical leave for 1944-45 (September 1, 1944 - July 1, 1945). It is Dr. Bigge's plan to do research work in his field where the best opportunities are offered at the present time.

Dr. Elizabeth LeSturgeon, Associate Professor of Mathematics, sabbatical leave for 1944-45 (three quarters), for the purpose of study.

Professor J. B. Shannon, extension of leave without pay from June 1, 1944, to June 1, 1945, with provision for "a suspension of the extension upon three to six months' notice.....should there be an abrupt end of hostilities."

Resignations

Esther Friedman, laboratory assistant in the Department of Bacteriology, effective April 1, 1944.

Dr. Logan Wilson, Professor of Sociology and Head of the Department, effective July 1, 1944. Dr. Wilson has accepted the position of Dean of Sophie Newcombe College in New Orleans.

Margaret Warren, instructor in Physical Education, effective April 15, 1944. Miss Warren has resigned to become Head of the Department of Physical Education, Women's Division, Morehead State Teachers College.

Mrs. Thomas McSherry, student assistant in the Department of Art, effective April 14, 1944.

Termination of ASTP Work.

T. C. Finnie, instructor in the Department of Mathematics and Astronomy, effective April 1, 1944.

Thomas D. Boyd, instructor in the Department of Mathematics and Astronomy, effective April 1, 1944.

Charles B. Wooldridge, instructor in the Department of Physics, effective April 1, 1944.

H. F. Sammons, instructor in the Department of Physics, effective April 1, 1944.

Virgil D. Roberts, instructor in the Department of Physics, effective April 1, 1944.

Owen L. Range, instructor in the Department of Physics, effective April 1, 1944.

Virgil Proctor, instructor in the Department of Physics, effective April 1, 1944.

Glenn D. Morrow, part-time instructor in the Department of Physics, effective April 1, 1944.

B. C. Layson, instructor in the Department of Physics, effective April 1, 1944.

C. V. Ketron, instructor in the Department of Physics, effective April 1, 1944.

Edw. R. Hermann, instructor in the Department of Physics, effective April 1, 1944.

Henry A. Carey, instructor in the Department of Physics, effective April 1, 1944.

John Buckner, instructor in the Department of Physics, effective April 1, 1944.

College of Agriculture and Home Economics

Appointments

Elisha B. Lewis, assistant chemist, Department of Chemistry, Experiment Station, effective May 1, 1944.

Virginia Frazier Hansley, clerk in the Department of Farm Economics, effective April 17, 1944.

Evan R. Russell, County Agent, Hazard, Kentucky, effective April 1, 1944, to June 30, 1944.

Gladys Shields (colored), Home Demonstration Agent, Hickman, Kentucky, effective May 1, 1944, to June 30, 1944.

Rachel L. Davis (colored), Home Demonstration Agent, Hopkinsville, Kentucky, effective May 1, 1944 to June 30, 1944.

Margaret Gulley, Home Demonstration Agent, Georgetown, Kentucky, effective May 1, 1944 to June 30, 1944.

Emergency Farm Assistants - Labor
April 13, 1944

<u>Name</u>	<u>County or District</u>
Ball, William B.	Kentucky
Boyd, Fred	Kentucky
Bradford, Lawrence A.	Kentucky
Cable, Forest B.	Wolfe and Adjoining
Carmack, Wendell D.	Owsley-Jackson-Lee
Cline, Edith V.	Rowan
Collier, James W.	Harrison & Adjoining
Collier, William E.	Bourbon
Garrett, Carl F.	Shelby & Adjoining
Goff, James B.	Taylor
Goodman, Dan W.	Fayette
Heady, George B.	Spencer-Bullitt
Hughes, Harold D.	Owen-Grant.
Jones, Arthur C.	Franklin & Adjoining
Jones, Smith Jameson	Kentucky
Lamb, William E.	Caldwell-Lyon-Trigg
Landrum, Robert	Breathitt
Logsdon, Thomas B.	Hardin-Meade
Lowe, John M.	Barren-Allen-Hart
Montgomery, Edgar	Casey-Boyle
Pemberton, Terry W.	Warren-Edmonson-Butler
Powell, John A.	Hopkins, Muhlenberg
Pryor, William M.	Kentucky
Roby, Henry E.	Nelson-Larue-Anderson
Smith, William M.	Boone-Gallatin
Spratt, James O.	Montgomery-Clark
Stambaugh, Ben F.	Kenton-Campbell
Sturgell, Glen J.	Elliott-Lawrence
Sugg, John A.	Union-Henderson-Webster
Wadlington, George G.	Christian
Walker, Henry M., Jr.	Mason
Whitt, Bernard E.	Morgan-Elliott-Menifee
Wilkins, Bernie B.	Logan-Simpson
Williams, Paul H.	Carroll-Trimble

Emergency Farm Labor Assistants on per Diem Basis
April 13, 1944

Anderson, Josiah E.	Lincoln
Baker, William H.	Woodford
Barnett, Rankin	Estill
Bentle, Joe Robert	Pendleton-Bracken-Campbell

Brown, Layton
Bullock, Harlan C.

Cleveland, Joe C.
Cole, Willie L.
Cook, Ira W.
Cox, Samuel

Dalton, Elmer
Daniel, O.C.

Edwards, Joe T.
Edwards, Wilbur D.

Fish, Jesse
Fisher, Charles A.

Hack, Finis
Hager, Harry H.
Hall, Cecil B.
Hardesty, Joseph A.
Heltsley, Roy
Hendrix, Wilson
Henning, James E.
Hersperger, Eugene L.

Lester, Paul
Lewis, Paul I.
Lovins, Edward G.
Lovitt, Moss D.
Luttrell, Harvey M.

McMullin, Henry
Mays, Earl O.

Newsome, Chester A.

Pierce, Linville L.
Powell, Benjamin C.

Richey, Henry C.
Robinson, John E.

Shearer, Wilson L.
Smith, Marvin G.
Spencer, Charles S.
Swanson, Frank D.

Thrasher, John R.

Vaught, Esker L.

Wade, William F.
Ward, Travis H.
Wilson, Charles M.

Clay
Pulaski

Washington
Clinton
Crittenden
Pulaski-McCreary

Marion
Ohio

Boyle
Carlisle

Rockcastle
McLean

Grayson
Floyd
Monroe
Davies
Todd
Laurel-Knox
Breckinridge
Jessamine-Garrard

Graves
Bath-Menifee
Calloway
Whitley
McCracken

Fulton
Knox

Pike

Pulaski
Madison

Nicholas-Robertson
Hickman

Wayne
Livingston
Greenup
Henry

Hancock

Pulaski

Russell
Martin
Ballard

Emergency Food Preservation Assistants

Bach, Golden H.	Breathitt
Benedict, Goldie	Pike
Bennington, Anna Hager	Greenup
Bolton, Anna Louise	Perry
Bowling, Lucy E.	Laurel
Davidson, Rowens C.	Graves
Gibson, Lurene C.	Warren
Harrison, Minnie R.	Hopkins
Johnson, Burnette	Simpson, Logan
Koon, Alene Napier	Lincoln
McCaw, Evelyn B.	Webster
Miracle, Neyreal	South Madison, Rockcastle
Myers, Thelma E.	McCracken
Smith, Marjorie L.	Shelby, Franklin, Scott
Spencer, Bettie Annette	Fayette, Jessamine, Madison
Utterback, Vercil L.	Franklin
Wesley, Bonnie P.	Casey
Windes, Cara B.	Christian

Emergency Food Production Assistants

Alsip, Joseph M.	Whitley, McCreary
Bennett, Joseph E.	Muhlenberg
Bentle, Kenneth L.	Pendleton, Bracken
Cassaday, Rebecca J.	Martin
Caudill, Herman	Letcher
Cook, Edward K.	Pulaski
Davis, Allen C.	Shelby
Downing, Henry C.	Scott
Farmer, Skid	Leslie
Fish, Margaret L.	Rockcastle
Gilreath, John W.	McCreary
Goodman, Virgil	Hardin
Hayes, Ralph Brent	Harrison
Kelly, Floyd H.	Madison
Lewis, Byron	Morgan
McDowell, Glen D.	Pike
Mason, Robert	Bell
Morgan, Kelly	Clay, Jackson

Price, Uberto
Pryor, Neale

Metcalf, Adair
Graves

Ringer, Lucile
Rose, Arvon E.

Wayne
Owen

Scearce, James B.
Shouse, Charles D.
Smith, Thomas Freland
Steele, Morgan G.
Stegar, Irvin V.

Franklin
Campbell
Pike
Fleming
Grant and Adjoining Counties

Thornton, Robert
Toy, William A.
Tuttle, Maury W.

Logan
Henderson
Clark and Montgomery

Ward, Kay
Wyatt, Ruy B.

Johnson
Bourbon

Salary Adjustments and Promotions

Boyd E. Wheeler, Field Agent in Pike County, promoted to Field Agent in 4-H Club Work, with adjustment in salary.

Mrs. Flora Gray Taylor, clerk in the Department of Feed and Fertilizer Control, adjustment in salary, effective April 1, 1944.

Ruth Boyden, Assistant in Home Economics, Experiment Station, salary adjustment, effective April 1, 1944.

J. H. Bondurant, Assistant in Farm Economics, Experiment Station, salary adjustment, effective April 1, 1944.

G. B. Byers, Assistant in Farm Management, salary adjustment, effective April 1, 1944.

E. J. Nesius, Assistant in Farm Management, adjustment in salary, effective April 1, 1944.

A. J. Brown, Assistant Professor, Markets and Rural Finance, adjustment in salary, effective April 1, 1944.

D. G. Card, Associate Professor, Markets and Rural Finance, adjustment in salary, effective April 1, 1944.

C. M. Clark, Assistant Professor of Markets and Rural Finance, adjustment in salary, effective April 1, 1944.

C. D. Phillips, Assistant in Marketing, adjustment in salary, effective April 1, 1944.

John B. Roberts, Assistant in Markets, adjustment in salary, effective April 1, 1944.

Leave of Absence

Charles E. Wyatt, Field Agent in Test-demonstrations, Department of Agronomy, granted leave of absence, in accordance with the ruling of the Board of Trustees, September, 1942. Mr. Wyatt has been called for induction in the armed forces, effective April 1, 1944.

Resignations

Eugene S. McConnell, instructor in Poultry Husbandry, effective April 10, 1944.

James Harris, assistant county agent (colored), effective March 31, 1944.

College of Engineering

Termination of Employment (ASTP)

Herbert H. Davies, instructor in Engineering Drawing, due to withdrawal of ASTP students, effective March 31, 1944.

College of Law

Appointment

A. E. Funk, Jr., Law Library assistant, effective April 1, 1944.

Resignation

Earl F. Ashcraft, Law Library assistant, effective April 1, 1944.

College of Commerce

Appointment

Mary Burrier, student assistant, effective April 15 through May, 1944. Miss Burrier succeeds Miss Bogan, resigned.

Resignation

Sarah Bogan, student assistant, effective April 15, 1944.

Leave of Absence

Dr. Edgar Z. Palmer, extension of half-time leave of absence from April 30, 1944 to April, 1945, with the understanding that he resume full time employment in the College of Commerce if the University or the Department of Revenue (State) should decide to terminate the arrangement before the end of the year.

Office of the Dean of WomenResignation

Sarah Anne Hall, house director, Residence Halls for Women, effective March 31, 1944.

Department of Business Management and ControlAppointment

Dorothy Garrison, account clerk and check writer, effective March 29, 1944.

Resignation

Helen Henry, account clerk, effective March 31, 1944.

Student Union BuildingResignation

Albert Ellis, game room operator, effective May 1, 1944.

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20. It was moved and seconded that on President Donovan's recommendation, the above appointments, reappointments, salary adjustments, leaves of absence, resignations, promotions, and other staff changes be concurred in and record made in the minutes.

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CC. Adjournment.

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21. Upon motion duly made and seconded, the
Executive Committee adjourned at 3:35 p.m.

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Frank D. Peterson
Secretary, Board of
Trustees