The proposal that a majority of the aforesaid three-fifths members of the Board shall be members of Baptist churches, and that at no time shall the representation on the Board of any other denomination outnumber the Baptist representation.

The Baptist members offer the above as a basis for conference between the two committees, if and when appointed, and will welcome whatever agreement the two committees may work out together which will conserve both the future needs of the University, the historic continuity of the Baptist interest in the University, and its continuing spiritual ideals in education.

Mr. Sherer reported that the Board of Education of the Northern Baptist Convention, at a meeting held April 24, 1950, had acceded to the request of the University and appointed the following committee to confer with the committee of Trustees of the University to consider the relations between the University and the Board of Education of the Northern Baptist Convention:

President C. A. Barbour, Dr. A. W. Bevan, Dr. Emory W. Hunt, Dean A. R. Mann, and Mr. Albert W. Scott.

Mr. Sherer reported that the above statement had also been presented April 26, 1950, at a joint meeting of the committees of conference of the Board of Education of the Northern Baptist Convention, and the Board of Trustees of the University of Chicago, held at the University Club in New York City, and was received with interest, sympathy, and cordiality.

It was moved and seconded to approve in principle the following proposals which have been approved by the committees of conference of the Board of Education of the Northern Baptist Convention and the Board of Trustees of the University of Chicago:

1. The substitution for the present requirement that three-fifths of the members of the Board shall be members of Baptist Churches the requirement that three-fifths of the members of the Board shall be members of such churches as the Baptist group on the Board shall approve;

2. The proposal that a majority of the aforesaid three-fifths members of the Board shall be members of Baptist Churches, and that at no time shall the representation on the Board of any other denomination outnumber the Baptist representation;

and to request the committee on conference of this Board to continue its activities and with the assistance of the Vice-President and Business Manager, and Mr. W. J. Dodd as special counsel, to prepare formal documents designed to carry into effect the above
April 29, 1950

proposals, for consideration at the May meeting of the Board,

and, a vote having been taken, the motion was declared adopted.

Adjourned.

[Signature]
Secretary.
The University of Chicago
MINUTES OF THE BOARD OF TRUSTEES
May 6, 1950

The regular monthly meeting of the Board of Trustees was held in the President's Office, Harper Memorial Library, on Thursday, May 6, 1950, pursuant to notice.

There were present: Mr. Swift, in the chair, Messrs. Avery, Amison, Armfield, Bell, Bond, Stiles, Fairweather, Gehr, Holdem, Jamieson, McIlvair, Post, Snowden, W. A. Ayres, Scott, Sherrill, Smith, Stifler, and Sturke; also Stevens, Ayres, Hutchins, Plimpton, Sherrill, and Woodard.

Messrs. Donnelly, Eaton, Felsenthal, Lindsay, Gunstrell, J. L. Ayres, Jr., Shull, and Stevens sent word of their inability to be present.

Prayer was offered by Mr. Stifler.

The minutes of the meeting held April 20, and the special meeting held April 29, 1950, were approved.

The Secretary of the Board presented copies of the following minutes of the following meetings of standing committees, copies of the minutes having previously been sent to all members of the Board:

Committee on Finance and Investment, April 17, 1950;
Committee on Buildings and Grounds, April 9, and April 18, 1950;
Committee on Press and Extension, April 22, 1950;
Committee on Budget, April 25, 1950.

It was moved and seconded to receive the minutes and approve all actions recorded therein, and, a vote having been taken, the motion was declared adopted.

The Secretary of the Board reported that the President of the Board had suggested that the minutes of the special meeting of the Board of Trustees, held February 28, 1950, be amended so that the end of the first paragraph will read: "...to consider the relations between the University and the Board of Education of the Northern Baptist Convention", instead of, "to confer with a similar committee of the University of Chicago on the matter of the relations of the Baptist denomination to the University."

It was moved and seconded to amend the minutes of the special meeting of the Board of Trustees held February 28, 1950, so that the first section of the action appearing on page five of those minutes will read as follows:

"Resolved, that the University of Chicago communicate with the Board of Education of the Northern Baptist Convention asking if it would be agreeable to this Board to appoint a committee to consider the relations between the University and the Board of Education of the Northern Baptist Convention;"

and, a vote having been taken, the motion was declared adopted.
The Secretary of the Board presented the following list of candidates for certificates and degrees:

### Candidates for Higher Degrees

#### 1. The Degree of Master of Arts

<table>
<thead>
<tr>
<th>Name</th>
<th>Institution</th>
<th>Thesis</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAADAR ARAL</td>
<td>Denver University</td>
<td>A Study of Racial Differences in Mental Fatigue</td>
</tr>
<tr>
<td>CAROLINE MATILDA BARTLE</td>
<td>Wellesley College</td>
<td>Chief Justice Taney and the Problem of State Rights</td>
</tr>
<tr>
<td>IDA ELFORD BECKMAN</td>
<td>University of Nebraska</td>
<td>John Slidell and the Mission to France</td>
</tr>
<tr>
<td>SARAH CAROLINE BENCOTT</td>
<td>University of Chicago</td>
<td>French Propaganda in the Franco-Prussian War</td>
</tr>
<tr>
<td>OLLY EUGENE BOWCUTTER</td>
<td>University of Chicago</td>
<td>Diagrammatic Absurdity Tests in Physics</td>
</tr>
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</table>

May 8, 1930
<table>
<thead>
<tr>
<th>Name</th>
<th>Degree</th>
<th>Institution</th>
<th>Thesis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lewis Breene</td>
<td>A.B.</td>
<td>Plymouth State Normal College, 1922</td>
<td>Thesis: Palestine under the British Administration</td>
</tr>
<tr>
<td>Lewis Breene</td>
<td>A.B.</td>
<td>Plymouth State Normal College, 1922</td>
<td>Thesis: The Influence of Emotional Inhibition on Learning and Recall</td>
</tr>
<tr>
<td>Lewis Breene</td>
<td>A.B.</td>
<td>Plymouth State Normal College, 1922</td>
<td>Thesis: The Influen of the Junior High School Curriculum on the Teaching of English</td>
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<tr>
<td>Lewis Breene</td>
<td>A.B.</td>
<td>Plymouth State Normal College, 1922</td>
<td>Thesis: Comprehension Difficulties in Twelfth-Grade Literature</td>
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<td>Lewis Breene</td>
<td>A.B.</td>
<td>Plymouth State Normal College, 1922</td>
<td>Thesis: The Portrayal of Emotions in the Comedies of Plautus</td>
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<tr>
<td>Lewis Breene</td>
<td>A.B.</td>
<td>Plymouth State Normal College, 1922</td>
<td>Thesis: The Position of the Present in the Comedies of Plautus</td>
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<tr>
<td>Lewis Breene</td>
<td>A.B.</td>
<td>Plymouth State Normal College, 1922</td>
<td>Thesis: Thomas Walter Gibbs and His Appreciation of Art</td>
</tr>
<tr>
<td>Lewis Breene</td>
<td>A.B.</td>
<td>Plymouth State Normal College, 1922</td>
<td>Thesis: Oriental Arts in Italy under the Empire</td>
</tr>
</tbody>
</table>

The Board of Trustees
May 8, 1930
Board of Trustees
May 8, 1930

Theodore: The Profession of Arthur Schopenhauer
Thesis: The Foreign Relations of Scotland During the Regency of
Mary: The International Status of Tibet
Thesis: Extra-Curricular Activities of Pupils in a Junior High School
Thesis: Socialization in Secondary Schools
Thesis: Turkey during the World War
Thesis: The Value of Still Pictures in the Teaching of Fourth-
Thesis: Johnson's Criteria of Literary Excellence
Thesis: An Investigation of the Value of Laboratory Work in the
Thesis: Life and Letters in the United States, 1825-30, as Seen
Thesis: The Roman Road
Thesis: Ideas as Presented in Primary Readers
Thesis: The Social and Political Philosophy of John Winthrop
Thesis: Record and Report Terms for Primary Accounting in Ele-
Thesis: The Condition of England at the Close of the Street
Thesis: The Value of Testing in Specific Behaviors of Study
Thesis: Chemical Principles, Concepts, and Technical Terms
Thesis: Reading: World History and Civilization in India
Thesis: "The Heart of the Marshals of France"
Thesis: Factory Relations and the Acceptance of Compromise
Thesis: The Figure of Armanda Pacheco Pacheco in the United
Thesis: Social Studies in City School Surveys
Thesis: The Will Party in Arkansas in 1845

Aaron Sapp: Sapp 1837-1891
Thesis: The Foreign Relations of Scotland During the Regency of
Mary: The International Status of Tibet
Thesis: Extra-Curricular Activities of Pupils in a Junior High School
Thesis: Socialization in Secondary Schools
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Thesis: Social Studies in City School Surveys
Thesis: The Will Party in Arkansas in 1845

Mary Frances LICHTLER
Thesis: The Foreign Relations of Scotland During the Regency of
Mary: The International Status of Tibet
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Thesis: Social Studies in City School Surveys
Thesis: The Will Party in Arkansas in 1845
Board of Trustees
May 8, 1930

Thesis: "Social Status in the Family" - Sociology
Thesis: "The Housing of the Poor" - Architecture
Thesis: "The Legal Status of the Deaf" - Education
Thesis: "The Analysis of Certain Activities of State Banks" - Economics
Thesis: "The Role of Religion in Contemporary Society" - Religion
Thesis: "The Educational System in Pre-Revolutionary France" - History
Thesis: "The History of the Development of the High Schools in Michigan" - Education
Thesis: "The Educational System in Pre-Revolutionary France" - History
Thesis: "The Educational System in Pre-Revolutionary France" - History

II. IN THE GRADUATE DIVINITY SCHOOL

CLARENCE SUMMERSHELL BENNETT
A.B., University of Illinois, 1921
B.D., University of Chicago, 1924

JOSEPH HAROLD GAMBLE
A.B., Northwestern University, 1920

MAN RUSSELL LINGE
A.B., Wayne State College, 1920

JOHN CHAPMAN MAVINE
A.B., Western University, 1920

EARL L. PRITCHETT
A.B., A.T.I., A.M., Parson's College, 1921

THOMAS S. BINGHAM
A.B., University of Chicago, 1922

REICHEN ALFRED STAUS
A.B., University of Illinois, 1921

III. IN THE GRADUATE SCHOOL OF COMMERCE AND ADMINISTRATION

ALICE MAY ATKINSON
A.B., Harvard University, 1921

HUGH BENEDICT
A.B., University of Wisconsin, 1921

TWIN PAUL LINCOLN
A.B., Cornell University, 1921

WILLIAM OTTO BANTON
A.B., University of Michigan, 1921

IV. IN THE GRADUATE SCHOOL OF SOCIAL SERVICE ADMINISTRATION

MAYELE JANE BROWN
A.B., University of Chicago, 1921

OLGA MARIE BROWN
A.B., University of Chicago, 1921

CLARA L. MILLER
A.B., University of Chicago, 1921

HALL T. JOHNSON
A.B., University of Chicago, 1921

WILLIE MAYE WARNER
A.B., University of Chicago, 1921
Mary Elizabeth Corb

V. IN THE GRADUATE LIBRARY SCHOOL.

Mary Alice Hall
B.A., Miami University, 1922.

Lowell Comstock Sears
B.A., Colby College, 1921.

Beatrice Maxwell Collins
B.A., University of Chicago, 1920.

Abraham Robert Goldberk
B.A., University of Illinois, 1920.

Antoinette Marie Wilken
B.A., University of Chicago, 1920.

Esther Kins
B.A., University of Kentucky, 1920.

Dorothy Latonke Luce
B.A., University of Chicago, 1920.

H. H. Lin

Margaret Logan
B.A., Colby College, 1920.

Margaret Ruth Matson
B.A., University of Chicago, 1920.

Pauline Reed
B.A., University of Chicago, 1920.

Oscar Varenne Neher
B.A., University of Chicago, 1920.

John Mothers Rice

Francis Howard Rose

Guy Werner Schmidt
B.A., University of Chicago, 1920.

Herbert William Vanderwall
B.S., Northwestern College, 1920.

Helen Lehman Van Pelt
B.S., University of Chicago, 1920.

Ivy Ysas
B.A., Wesleyan University, 1920.

Frank Louis Eyler
B.S., University of Chicago, 1920.

II. THE DEGREE OF MASTER OF SCIENCE.

IN THE ORDINARY GRADUATE SCHOOL OF SCIENCE.

Mary Alice Hall
B.A., Miami University, 1922.

Lowell Comstock Sears
B.A., Colby College, 1921.

Beatrice Maxwell Collins
B.A., University of Chicago, 1920.

Abraham Robert Goldberk
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Thesis: The Degree of Master of Science.

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Antoinette Marie Wilken
B.A., University of Chicago, 1920.

Esther Kins
B.A., University of Kentucky, 1920.

Dorothy Latonke Luce
B.A., University of Chicago, 1920.
### III. Professional Degrees

#### I. In the Divinity School

For the Degree of Bachelor of Divinity:

- Franklin Davenport Elmer, Jr., A.B., Brown University, 1927
- Elmer Kelso Higdon, A.B., Eureka College, 1915, A.M., Yale University, 1917

**Thesis:**
- Franklin Davenport Elmer: Two New Tasks for the Modern Minister
- Elmer Kelso Higdon: The United Evangelical Church of the Philippine Islands

#### II. In the Law School

For the Degree of Bachelor of Laws (LL.B.):

- Merritt Barton Irwin
- Nathaniel Cohen
- Alec Earl Kollenberg
- Benjamin Landis

For the Degree of Doctor of Law (J.D.):

- George Hubert Allison, Ph.B., University of Chicago, 1928
- Neil Ausmus, S.B., Knox College, 1922
- Lester Forest Beck, A.B., Beloit College, 1927
- Frank Charles Bernard, Ph.B., University of Chicago, 1929
- Robert Frederic Bittrich, Ph.B., University of Chicago, 1928
- William Henry Brown, Ph.B., University of Chicago, 1929
- Ruth Carmichael, Ph.D., University of Chicago, 1928
- Robert Edgar Chaffee, A.B., State University of Iowa, 1926
- Landon Lincoln Chapman, B.B., University of Wisconsin, 1926
- Donald Bishop Dodd, Ph.B., University of Chicago, 1929
- George Whitfield Douglas, A.B., University of Chicago, 1928
- Walter Goldsen, Ph.D., University of Chicago, 1928
- Irving Goodman, Ph.D., University of Chicago, 1927
- Leon Rossman Gross, Ph.B., University of Chicago, 1929
- Sidkey S. Grossman, Ph.B., University of Chicago, 1929
- Alfred Heider, A.B., University of Chicago, 1928
- Arthur Wiener Janklow, Ph.B., University of Chicago, 1928
- Robert Ryan Jarecki, S.B., University of Illinois, 1928
- John Thomas Jones, Ph.B., University of Chicago, 1927
- John Paul Jones, Ph.B., University of Chicago, 1927
- Oscar Alfred Rie, Ph.B., University of Chicago, 1926
- Nelson Katz Joseph, Ph.B., University of Chicago, 1926
- John Benjamin Kamin, Ph.B., University of Chicago, 1929
- Robert Lewis Katz, Ph.B., University of Chicago, 1928
- Henry Montgomery Kline, A.B., University of Virginia, 1928
- Louis Henry Kohl, Jr., Ph.B., Harvard University, 1927
- James Henry Kohn, Jr., Ph.B., University of Chicago, 1929
- Charlotte Shyler Kremer, Ph.B., University of Chicago, 1928
- Charles Flanders Lang, Ph.B., University of Chicago, 1927
- Paul Henry Liebmann, Ph.B., University of Chicago, 1927
- Herbert Hyman Lissner, Ph.B., University of Chicago, 1928
<table>
<thead>
<tr>
<th>Name</th>
<th>School and Degree</th>
<th>Year</th>
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<tbody>
<tr>
<td>BURTON HENDRICKS McROTH</td>
<td>Ph.B. University of Chicago</td>
<td>1929</td>
</tr>
<tr>
<td>EDWARD BAYLORE SHERWOOD</td>
<td>Ph.B. University of Chicago</td>
<td>1929</td>
</tr>
<tr>
<td>JUNE KERRIE</td>
<td>Ph.L. University of Chicago</td>
<td>1929</td>
</tr>
<tr>
<td>ALBERT KEMP DREHER</td>
<td>Ph.B. University of Chicago</td>
<td>1929</td>
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<tr>
<td>WILLARD GODCOS MOSFETT</td>
<td>Ph.B. University of Chicago</td>
<td>1929</td>
</tr>
<tr>
<td>ELAINE JACOB ROBBIN</td>
<td>Ph.B. University of Chicago</td>
<td>1929</td>
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<tr>
<td>GEORGE HASKELL FERFEN</td>
<td>Ph.B. University of Chicago</td>
<td>1929</td>
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<tr>
<td>HAROLD ARTHUR OGDEN</td>
<td>Ph.B. University of Chicago</td>
<td>1929</td>
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<td>BERNARD CHARLES PARLOW</td>
<td>Ph.B. University of Chicago</td>
<td>1929</td>
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<tr>
<td>ALLAN MICHAEL FREEDLAND</td>
<td>Ph.B. University of Chicago</td>
<td>1929</td>
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<td>R. LEROY FEVLES</td>
<td>Ph.B. University of Chicago</td>
<td>1929</td>
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<tr>
<td>SAMUEL HEINZ POLSKA</td>
<td>Ph.B. University of Chicago</td>
<td>1929</td>
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<tr>
<td>STANLEY HENRY FOSTER</td>
<td>Ph.B. University of Chicago</td>
<td>1929</td>
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<tr>
<td>JULIUS MICHAEL DEMPSEY</td>
<td>Ph.B. University of Chicago</td>
<td>1929</td>
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<tr>
<td>MURRAY ROSENSTEIN</td>
<td>Ph.B. University of Chicago</td>
<td>1929</td>
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<tr>
<td>STEPHEN ANDREW ADKINS</td>
<td>Ph.B. University of Chicago</td>
<td>1926</td>
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<tr>
<td>CHARLES AUGUSTINE ANGEL</td>
<td>Ph.B. University of Chicago</td>
<td>1926</td>
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<tr>
<td>WAYNE CHRISTIAN BARTLETT</td>
<td>Ph.B. University of Chicago</td>
<td>1926</td>
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<td>HOWARD KNIGHT DELAP</td>
<td>Ph.B. University of Chicago</td>
<td>1926</td>
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<tr>
<td>LYMAN CURTIS BLAIR</td>
<td>Ph.B. University of Chicago</td>
<td>1926</td>
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<tr>
<td>CHARLES SATTORIUS</td>
<td>Ph.B. University of Chicago</td>
<td>1928</td>
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<tr>
<td>EDWARD THOMAS SCHUBERT</td>
<td>Ph.B. University of Chicago</td>
<td>1928</td>
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<tr>
<td>MAURICE SCHRAMM</td>
<td>Ph.B. University of Chicago</td>
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<tr>
<td>BARRY SOMERST</td>
<td>Ph.B. University of Chicago</td>
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<td>WILLIAM EDWARD SMITH</td>
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<td>EDWARD HARRISON SWIDLER</td>
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<td>JOSEPH DAVID TETERBAUM</td>
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<td>ERIC WOLFSKY</td>
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<td>CHARLES SAVI WENNERSHAUM</td>
<td>Ph.B. University of Chicago</td>
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<tr>
<td>DR. MAURICE WOLF</td>
<td>Ph.B. University of Chicago</td>
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<tr>
<td>LEON WOLFSON</td>
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<tr>
<td>GRAHAM A. KERNWEIN</td>
<td>S.B. University of Chicago</td>
<td>1926</td>
</tr>
<tr>
<td>RUTH E. STOCKING</td>
<td>A.B. University of Texas</td>
<td>1926</td>
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<tr>
<td>EDWARD EUGENE TERRELL</td>
<td>S.B. University of Arizona</td>
<td>1925</td>
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<tr>
<td>ERIC MAURICE KENT BELNAP</td>
<td>A.B. University of Minnesota</td>
<td>1927</td>
</tr>
<tr>
<td>HOWARD KNIGHT DELAP</td>
<td>A.B. University of Utah</td>
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<td>LYMAN CURTIS BLAIR</td>
<td>A.B. University of Utah</td>
<td>1926</td>
</tr>
<tr>
<td>MARCUS THEODORE BLOCK</td>
<td>A.B. Columbia University</td>
<td>1927</td>
</tr>
<tr>
<td>ROBERT MAURICE BERNSTEIN</td>
<td>A.B. University of Chicago</td>
<td>1926</td>
</tr>
<tr>
<td>CARL ERIC KARLSON</td>
<td>A.B. University of Wisconsin</td>
<td>1927</td>
</tr>
<tr>
<td>RALPH MAXWELL CLARKE</td>
<td>A.B. University of Illinois</td>
<td>1926</td>
</tr>
<tr>
<td>RALPH MAXWELL CLARKE</td>
<td>A.B. University of Illinois</td>
<td>1926</td>
</tr>
</tbody>
</table>

**III. IN THE GRADUATE SCHOOL OF MEDICINE OF THE OGDEN GRADUATE SCHOOL OF SCIENCE**

**For the Four-Year Certificate:**
- Thesis: Amputation Neuromas of the Fifth Cranial Nerve
- Thesis: A Study of Calcium Metabolism on a Low and on a High Calcium Intake
- Thesis: Changes in Human Immunology Occurring during the Early Stages of Experimental Pneumococcal Infection

**IV. IN RUSH MEDICAL COLLEGE**

**For the Four-Year Certificate:**
- Thesis: Amblications of the Fifth Cranial Nerve
- Thesis: A Study of Calcium Metabolism on a Low and on a High Calcium Intake
- Thesis: Changes in Human Immunology Occurring during the Early Stages of Experimental Pneumococcal Infection

**Board of Trustees**
May 8, 1930
<table>
<thead>
<tr>
<th>Name</th>
<th>University</th>
<th>Degrees</th>
<th>Specializations</th>
</tr>
</thead>
<tbody>
<tr>
<td>KINSEY ORANT ENGLISH</td>
<td>A.B., University of Oklahoma, 1926</td>
<td>A.B., A.M., Ph.D.</td>
<td>Sociology, Romance Languages</td>
</tr>
<tr>
<td>KENNETH PATTON EVANS</td>
<td>B.S., University of Illinois, 1923</td>
<td>B.S., M.S., Ph.D.</td>
<td>Biology</td>
</tr>
<tr>
<td>WESTON L. BRAGG</td>
<td>B.S., University of Maryland, 1924</td>
<td>B.S., M.S., Ph.D.</td>
<td>Science</td>
</tr>
<tr>
<td>WILLIAM LEWIS SAVAGE</td>
<td>B.S., University of Wisconsin, 1925</td>
<td>B.S., M.S., Ph.D.</td>
<td>Chemistry, Physics</td>
</tr>
<tr>
<td>JOHN M. MORRIS</td>
<td>B.S., University of Wisconsin, 1926</td>
<td>B.S., M.S., Ph.D.</td>
<td>Education</td>
</tr>
<tr>
<td>SAMUEL WICK</td>
<td>B.A., University of Wisconsin, 1927</td>
<td>B.A., M.A., Ph.D.</td>
<td>History</td>
</tr>
<tr>
<td>Name</td>
<td>University and Field of Study</td>
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<tr>
<td>Edward Souther Stevens, II</td>
<td>Thesis: &quot;A Re-examination of the Use of Copper Sulphate and Sodium Citrate in the Nutrition of Plants&quot;</td>
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<tr>
<td>Samuel Andrews Speucker</td>
<td>Thesis: &quot;An Examination of Early Classical Latin Manuscripts with Reference to the Use of Copper Sulphate and Sodium Citrate in the Nutrition of Plants&quot;</td>
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<tr>
<td>Tracy Elmer Strevey</td>
<td>Thesis: &quot;The Development of Early Banks in Chicago&quot;</td>
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</tr>
<tr>
<td>Carl M. Swanson</td>
<td>Thesis: &quot;An Examination of Early Classical Latin Manuscripts with Reference to the Use of Copper Sulphate and Sodium Citrate in the Nutrition of Plants&quot;</td>
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<tr>
<td>Franklin Andrew Thielemann</td>
<td>Thesis: &quot;The Development of Early Banks in Chicago&quot;</td>
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<tr>
<td>Rollin George Thomas</td>
<td>Thesis: &quot;The Energy Yield of Healthy Girls in Sixteen Years of Age&quot;</td>
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<tr>
<td>France Cornelia Wait</td>
<td>Thesis: &quot;The Impact of Capital&quot;</td>
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<tr>
<td>Roland Wilson</td>
<td>Thesis: &quot;An Examination of the Law of Accumulation&quot;</td>
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<tr>
<td>Ernest H. Wey</td>
<td>Thesis: &quot;A Study of the Physical Growth of Boys by Means of Braces&quot;</td>
<td></td>
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<tr>
<td>Duett Earl Zook</td>
<td>Thesis: &quot;A Study of the Physical Growth of Boys by Means of Braces&quot;</td>
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**Board of Trustees**

**May 9, 1902**

<table>
<thead>
<tr>
<th>Name</th>
<th>University and Field of Study</th>
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<tbody>
<tr>
<td>Stanley Arthur W.</td>
<td>Thesis: &quot;The Geography of the Imperial Valley of California&quot;</td>
</tr>
<tr>
<td>Dorothy Ruth Gaston</td>
<td>Thesis: &quot;The Ecology of Arid Regions: Acid and Cottonwood Landscapes&quot;</td>
</tr>
<tr>
<td>Laurence Frederick Graber</td>
<td>Thesis: &quot;A Summary of Methods of Synthesis of Salicylic Acid and Salicylic Acid&quot;</td>
</tr>
<tr>
<td>Robert W. Newell-Barron</td>
<td>Thesis: &quot;Experimental Studies upon the Metabolism of Fats&quot;</td>
</tr>
<tr>
<td>Malvina G. Maning</td>
<td>Thesis: &quot;The Physiology and Pathology of the Wrist Arthritis&quot;</td>
</tr>
<tr>
<td>Charles W. L.</td>
<td>Thesis: &quot;Molecular Structures of 1, 2, 3-Hydroxy-3-hydroxy Chromones&quot;</td>
</tr>
</tbody>
</table>
Board of Trustees
May 5, 1930

WATSON BOYES
A.B., McGill University, 1924
A.M., ibid., 1925
(Old Testament)

ERNEST CADMAN COLWELL
Ph.B., Emory University, 1923
D.B., ibid., 1927
(Kew Testament)

JENKIN HENRY DAVIES
A.B., McMaster University, 1914
LL.TI., University of Alberta, 1922
D.B., Rochester Theological Seminary, 1924
(Christian Theology)

A.WS ARNOLD HOVEY
A.B., Acadia University, 1914
D.R., Colgate University, 1918
A.M., University of Chicago, 1923
(Church History)

HARVEY JAMES LOCKE
S.R., Linfield College, 1923
D.B., Rochester Theological Seminary, 1926
(Christian Theology)

JAMES JEAN UN RAUN
A.B., Midland College, 1917
D.B., Western Theological Seminary, 1920
A.M., University of Nebraska, 1921
(Church History)

ROBERT LEE SUTHERLAND
S.B., Knox College, 1925
(Christian Theology)

RAYBORN LINDLEY ZERBY
A.B., Eureka College, 1916
(Christian Theology)

IV. IN THE GRADUATE SCHOOL OF COMMERCE AND ADMINISTRATION

CHARLES LASELLE JAMISON
A.B., University of Wisconsin, 1913
A.M., ibid., 1924
Thesis: Liquidity and Profits of Unit Banks

ELEANOR STUART UPTON
A.B., Smith College, 1909
A.L, Brown University, 1910

V. IN THE GRADUATE LIBRARY SCHOOL

ELEANOR STUART UPTON
A.B., Smith College, 1909
A.L, Brown University, 1910
Candidates for Bachelor's Degrees in the Colleges

I. IN THE COLLEGES OF ARTS, LITERATURE, AND SCIENCE

For the Degree of Bachelor of Arts:

Virginia Barllet
Mildred Brodsky

For the Degree of Bachelor of Philosophy:

Charlotte Louise Silver
Mary Lou Towler Allard
Eugenia Margaret Alden
Kathryn Marie Allen
Lori June Anderson
Loisurations Anderson
Thomas Edward Anderson
Walter Franklin Anderson
Walter Franklin Anderson

For the Degree of Bachelor of Literature:

Constance Gavarcs
Rosalind Hamm
Harry Lloyd Stein

For the Degree of Bachelor of Science:

Margaretta Marie Hounson
It was moved and seconded to confer the certificates and degrees upon the candidates named, provided they conform to all conditions, and, a vote having been taken, the motion was declared adopted.

The Secretary of the Board submitted the following report:

That a letter of appreciation had been received from M. Bourgeois, assistant of the Royal Observatory of Belgium, on account of the courtesies extended to his wife a research Associate at Yerkes Observatory for six months ended January 1, 1930.

That the President of the Board had appointed Mr. Laird Ball a member of the Committee on Finance and Investment substituting for Mr. William Scott Bond during his indisposition.

That the President of the Board had appointed the following committee in connection with the Taft statue of President Harper, in accordance with the action of the Board on April 10: Mr. T. E. Donnelley, Chairman, Mr. E. L. Spahr, Jr., Vice-Chairman, and Messrs. M. A. Ryerson and J. S. Dickerson.

The reports were received and ordered placed on file.

Mr. Sherer, Chairman of the special committee on conference with the committee of the Board of Education of the Northern Baptist Convention, presented the following communication:

At the special meeting of the Board of Trustees held April 29, 1930, the special committee of conference appointed to consider the contractual relations of the University with the Board of Education of the Northern Baptist Convention, submitted a report with recommendations, and the following action was taken:

It was moved and seconded to approve in principle the following proposals, which have been approved by the Committees of Conference of the Board of Education of the Northern Baptist Convention and of the Board of Trustees of the University of Chicago: (1) The substitution for the present requirement that three-fifths of the members of the Board...
shall be members of Baptist Churches, the requirement that three-fifths of the members of the Board shall be members of such churches as the Baptist group on the Board shall approve; (2) the proposal that a majority of the aforesaid three-fifths members of the Board shall be members of Baptist churches, and that at no time shall the representation on the Board of any other denomination outnumber the Baptist representation; and to request the Committee on Conference of this Board to continue its activities and, with the assistance of the Vice-President and Business Manager and Mr. Walter F. Dodd, as special counsel, to prepare formal documents designed to carry into effect the above proposals for consideration at the May meeting of the Board, and, a vote having been taken, the motion was declared adopted.

The members of your committee and the Business Manager, upon consulting Mr. Dodd, who served as special counsel to the University on the occasion of the previous revision in 1932, were informed that the phraseology employed in the statement quoted above presented certain objections from a legal standpoint. After careful consideration of these aspects of this matter, a restatement as prepared by counsel was approved for use in the proposed formal action and was submitted to the members of the committee of conference of the Board of Managers of the Board of Education in a letter signed by Mr. Stiller, mailed on May 5, and reading as follows:

My dear Dr. Barbour:

In carrying out the understanding at the meeting of the committees in New York on April 29, we have submitted the proposals agreed upon to our legal counsel. They advise us that there are distinct legal difficulties involved in the phrasing of those proposals. They doubt the legality of any arrangement whereby a minority of a board of trustees has the right to determine the qualifications of other members of the board. The proposal as now standing, ten members on the Board of Trustees of the University of Chicago would have the right to determine the qualifications of eight other members. This our legal advisors consider open to serious question. They have suggested to us the following change in phraseology:

The proposal as agreed upon in New York reads: (1) The substitution for the present requirement that three-fifths of the members of the Board shall be members of Baptist Churches, the requirement that three-fifths of the members of the Board shall be members of such churches as the Baptist group on the Board shall approve; (2) the proposal that a majority of the aforesaid three-fifths members of the Board shall be members of Baptist churches, and that at no time shall the representation on the Board of any other denomination outnumber the Baptist representation.

They suggest that it should be phrased as follows: At all times three-fifths of the trustees shall be members of
Christian Churches, and of this three-fifths a majority shall be members of Baptist Churches. At no time shall the number of Trustees belonging to any other denomination exceed the number of Baptists upon such Board.

Our committee has given this alteration in phraseology careful consideration. We feel that we can agree to this change for two reasons: (a) It does not alter in any degree the intent of the original proposal; (b) it obviates legal difficulties that might arise in the future.

The feel that we can agree to this change for no reason: (a) It does not alter in any degree the intent of the original proposals; (b) it obviates legal difficulties that might arise in the future. Our committee is unwilling to submit this, however, to the Trustees of the University of Chicago until it has first had the consideration of the members of the committee of conference from the Board of Education of the Northern Baptist Convention. I am enclosing a copy of the minutes of the New York meeting, accepted in the light of our legal advice. I shall withhold your approval of these minutes before presenting them to the Board of Trustees of the University. A regular meeting of the University Board of Trustees is to be held next Thursday, May 8, and if feasible our committee would be glad to submit the matter for consideration and appropriate action at that time. If not, a special meeting of the Board can be called for the purpose later. Copies of this letter with the enclosure are being sent to the other members of your committee, with the suggestion that they communicate with you, and I shall appreciate your courtesy in informing me as soon as you have word from them.

(Signed) James M. Stifler.

Dr. Barbour, Chairman of the committee, has now informed Mr. Stifler that he has received replies from a majority of the members of his committee approving the proposed revision and that he recommends formal action be taken by this Board at the meeting today. It is, therefore, recommended that the attached resolution, prepared by counsel in consultation with your committee, be adopted and that your committee and the officers of your Board be authorized to take such steps as they may deem proper with relation thereto.

It was moved and seconded to adopt the following resolution and to authorize the special committee of conference and the officers of this Board to take such steps as they may deem proper with relation thereto:

Whereas, the representatives of the Board of Trustees of the University of Chicago and representatives of the Board of Education of the Northern Baptist Convention have been considering the question of a change in the church or denominational qualification of members of the Board of Trustees of the University of Chicago as set forth in the Articles of Incorporation of the University of Chicago, and also a modification, in harmony with said proposed change, in the restriction in a certain deed dated August 24, 1891, from the American Baptist Education Society to the University of Chicago as modified by a deed of October 9, 1925, from the Board of Education...
Christian Churches, and of this three-fifths a majority shall be members of Baptist Churches. At no time shall the number of Trustees belonging to any other denomination exceed the number of Baptists upon such Board.

Our committee has given this alteration in phraseology careful consideration. We feel that we can agree to this change for two reasons: (a) It does not alter in any degree the intent of the original proposal; (b) It obviates legal difficulties that might arise in the future. Our committee is unwilling to submit this, however, to the Trustees of the University of Chicago until it has first had the consideration of the members of the committee of conference from the Board of Education of the Northern Baptist Convention. I am enclosing a copy of the minutes of the New York meeting, amended in the light of our legal advice. We shall await your approval of these minutes before presenting them to the Board of Trustees of the University. A regular meeting of the University Board of Trustees is to be held next Thursday, May 8, and if feasible our committee would be glad to submit the matter for consideration and appropriate action at that time; if not, a special meeting of the Board can be called for the purpose later. Copies of this letter with the enclosure are being sent to the other members of your committee, with the suggestion that they communicate with you, and I shall appreciate your courtesy in informing me as soon as you have word from them. (Signed) James M. Stifler.

Dr. Barbour, Chairman of the committee, has now informed Mr. Stifler that he has received replies from a majority of the members of his committee approving the proposed revision and that he recommends formal action be taken by this Board at the meeting today. It is, therefore, recommended that the attached resolution, prepared by counsel in consultation with your committee, be adopted and that your committee and the officers of your Board be authorized to take such steps as they may deem proper with relation thereto.

It was moved and seconded to adopt the following resolution and to authorize the special committee on conference and the officers of the Board to take such steps as they may deem proper with relation thereto:

Therefore, the representatives of the Board of Trustees of the University of Chicago and representatives of the Board of Education of the Northern Baptist Convention have been considering the question of a change in the church or denominational qualification of members of the Board of Trustees of the University of Chicago as set forth in the Articles of Incorporation of the University of Chicago, and also a modification, in harmony with said proposed change, in the restrictions in a certain deed dated August 24, 1921, from the American Baptist Education Society to the University of Chicago as modified by a deed of October 9, 1926, from the Board of Education.
May 8, 1930

Now, therefore, be it resolved by the Board of Trustees of the University of Chicago that it approves in principle the change in church or denominational qualification of members of the Board as above indicated; and be it further resolved that in accordance with said principle the Board of Trustees request the Board of Education of the Northern Baptist Convention to approve the substitution of the following:

"At all times not less than three-fifths of the Trustees shall be members of Christian churches, and of this three-fifths a majority shall be members of Baptist churches. At no time shall the number of Trustees belonging to any other denomination exceed the number of Baptists upon such Board."

for the third paragraph of Article III of the Articles of Incorporation (as amended October 10, 1923, and December 8, 1926) which now reads: "At all times three-fifths of the Trustees shall be members of Baptist Churches."

and that the said Board of Trustees further request the Board of Education to instruct its Board of Managers to execute and deliver to the University of Chicago a deed to all the property conveyed to the University by the American Baptist Education Society in 1891, which deed shall be identical with that which was executed August 24, 1891, as modified by a deed of October 9, 1925, from the Board of Education of the Northern Baptist Convention as the successor to the American Baptist Education Society, except that the fourth paragraph of the new deed shall read as follows: "To have and to hold the same unto the said party of the second part, for its own use, forever, upon the express conditions, however, that the said premises shall, for the period or term of one hundred (100) years from the date hereof, be used exclusively by the said party of the second part for educational purposes, as the site of a college or university and upon the further express condition, that the said party of the second part shall at no time alienate or mortgage the said premises for any debt or other purpose without the consent of the said party of the first part, and upon the further express condition, that the requirement as set forth in the Articles of Incorporation of the said party of the second part, as amended with the consent of the party of the first part, in the year 1930,"
be it resolved that at all times not less than three-fifths of the Trustees shall be members of Christian Churches, and of this three-fifths a majority shall be members of Baptist Churches. At no time shall the number of Trustees belonging to any other denomination exceed the number of Baptists upon such board shall be at all times supplied with, and in the event of the breach of any of these conditions, the title to the said premises shall revert to the said party of the first part or its successor."

and, a vote having been taken, the motion was declared adopted.

The Chairman of the special committee on alumni contributions submitted the following report:

Total subscriptions as of today are $27,956 of which over 91 per cent are on an annual continuing basis. Special committees to canvass alumni are being organized. The Senior Class is making its class gift in the form of contributions to the Alumni Gift Fund. It is the belief of the committee that the Alumni Gift Fund is getting under way satisfactorily, but that there is a long period of hard work ahead before it is firmly established and producing the annual income which can be reasonably expected from it. (Copies of the report in full, of which the foregoing is a brief summary, are being mailed to all members of the Board with these minutes.)

The report was received and ordered placed on file.

It was moved and seconded that one-half of payments of contributions for the first five years to the J. P. Hall Memorial Professorship received may be used for current School purposes provided an equal amount is paid back to the fund by the University eventually, and, a vote having been taken, the motion was declared adopted.

The Comptroller submitted the following report:

As of March 1, 1959, your Board adopted a plan of Contributory Group Insurance which has been in operation since that date. The policy was placed with the Prudential Life Insurance Company. For your information I beg to submit herewith the following statement concerning the financial implications:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Gross premiums for the first year</td>
<td>$30,941.27</td>
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<tr>
<td>Dividends for the first year</td>
<td>$9,362.19</td>
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<tr>
<td>Gross cost</td>
<td>$29,580.00</td>
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<tr>
<td>Amount received from individuals and the Country Home for Convalescent Children as their share of premiums</td>
<td>$18,762.90</td>
</tr>
<tr>
<td>Not paid to the University</td>
<td>$13,269.10</td>
</tr>
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May 9, 1930

Of this amount $6,175.10 was charged to the operating costs of the service units and $6,770 to the Reserve for Group Insurance. The total amount paid by the insurance company to beneficiaries was $6,200. The coverage on March 1, 1929, was $2,125,000 on 1,691 lives; on February 28, 1930, the coverage was $3,155,000 on 1,294 lives. With the lapse of time and a diminution in the number having seniority rights under the death benefit plan, the proportion to be paid by beneficiaries will tend to increase, with a corresponding diminution in the proportion to be paid by the University.

The report was received and ordered placed on file.

The Comptroller presented the following communication:

It is customary at the May meeting of the Board to submit a revised statement of income and expenditures on an attempt to forecast the results of the operations of the fiscal year ending on June 30. Due to the fact that the meeting occurs so early in the month of May, following so closely the preparation of the proposed budget for the year 1930-31, there has been insufficient time to present estimates in the usual form. Generally speaking, the activities of the Graduate Library School, the Graduate School of Social Service Administration, Rush Medical College, South Side Medical School, University Clinics, and Oriental Institute can be conducted within the limits of the income that will be received for these enterprises. With reference to the General Budget Division, it may be said that probably there will be a substantial reduction in income from rental which may result in adverse modifications of the situation as presented at the February meeting of the Board. I beg to suggest, with the concurrence of Mr. Woodward, that revised estimates of expenditures for the current year be referred to the President, with power, provided completion of the present study shows that it will not be necessary to encroach upon the underwriting of $59,513, and further, if it is found that the estimated expenditures cannot be met without absorption of a portion or all of the underwriting, the matter be referred, with power, to the Committee on Budget or to such other committee as the Board may deem desirable.

It was moved and seconded to refer the President of the University with power to act, approval of the revised estimate of expenditures for the current year, provided completion of the Comptroller's study shows that it will not be necessary to encroach upon the underwriting of $59,513, but if it is found that the estimated expenditures cannot be met without absorption of a portion or all of the underwriting, to refer to the President of the University with power to act, approval of the revised estimate, and, if a vote having been taken, the motion was declared adopted.

The Comptroller presented the following communication:
The contributory retiring allowance statute provides that the annuity policy referred to therein shall be the non-participating deferred annuity policy, Teachers' Retirement Plan, as issued by the Teachers' Insurance and Annuity Association of America, or any annuity policy issued by that Association or by some other insurance company, but in both cases policy and company shall be subject to approval by the Board of Trustees. In a number of cases, the Board of Trustees has approved the substitution, for the policy specified, of endowment policies issued by reputable insurance companies in an amount equivalent to the accumulations under the policy specified, on the understanding that prior to the date of retirement the member of the faculty substituting such policies may suggest for the consideration of the Board, a plan for the disposition of the endowment not receivable under such policy. The policy in this connection is thus, as definitely understood, that it appears unnecessary to bring the individual cases to the attention of the Board, and accordingly I recommend that the approval of such companies and policies be referred, with power, to the committee on Expenditures for such other committees or officers as may appear desirable.

It was moved and seconded to refer to the Committee on Expenditures, 4th power to act, the matter of approval of insurance companies and of endorsement policies, issued by him to members of the faculties in substitution for an annuity policy of the Teachers' Insurance and Annuity Association of America, on the condition that prior to the date of retirement the member of the faculty substituting such policies may suggest for the consideration of the Board a plan for the disposition of the endowment not receivable under such policy, and, if so having been taken, the motion was declared adopted.

The President of the University reports the receipt of the following letter and recommends that the contribution be accepted and the Secretary of the Board directed suitably to express the appreciation of the Board to the donor:

April 25, 1930

President Robert W. Hutchins

The University of Chicago.

Annuity

Policies, approved of re-

ferred to Committee on Expen-

ditures.

Amity

Policy

: Max

Sternin,

Professor

Max

Sternin,

Professor

Hospital

Hospital
Board of Trustees
May 8, 1950

Hospital and Training School of its program under the terms of the existing contract between it and the University of Chicago, or of any modification of said contract agreeable to the University, which retains the essential features of the present contract. I wish to make payments on this subscription to the University of Chicago as follows: In four equal semi-annual installments beginning January 1, 1951. Upon acceptance by the University of this subscription, I shall regard same as a binding obligation upon myself, my heirs, assigns and administrators. (Signed) Max Epstein.

It was moved and seconded to accept the subscription of Mr. Max Epstein of $30,000 through the University to the Provident Hospital and Training School for the purpose of establishing within the building or buildings of the hospital, an Out-Patient Department of the Hospital which will be operated as the Max Epstein Clinic of Provident Hospital, under the conditions set forth in Mr. Epstein's letter of April 13, 1930, to the President of the University, and to instruct the Secretary of the Board to extend to Mr. Epstein the hearty thanks of the Board, and a vote having been taken, the motion was declared adopted.

The President of the University reported the receipt of the following contributions and grants and recommending their acceptance with a suitable expression of the appreciation of the Board:

From the Carnegie Corporation, an appropriation of $25,000 payable $5,000 annually for five years beginning 1929-30, for the support of a Journal of Library Science.

From Dr. Joseph B. DeLee, a pledge of $10,000 for the purpose of naming the lecture room of the Department of Obstetrics and Gynecology in the Lying-In Hospital in memory of his mother, Dora DeLee.

From the Otho S. A. Sprague Memorial Institute, a pledge of $7,000 to support the research work of Professor Karl S. Lashley, of the department of Psychology, for the year 1950-51.

From the Friendship Fund, Inc., 522 Fifty Avenue, New York, a pledge of $6,000 for the salary of Dr. S. R. Harper, Associate Professor of Russian Language and Institutions, for the year 1930-31.

From the Julius Rosenwald Fund, a fellowship of $5,000 for Dr. Franz Alexander of Berlin to enable him to serve as Visiting Professor of Abnormal Psychology or Psychiatry in the Department of Medicine, and a research fellowship of $2,500 for Mr. H. B. Shook for studies in physiology and biochemistry.

From the Glycerine Producers Association, $2,000 for the amount of Dr. Carlson, for Glycerine Research Work, as arranged by Mr. N. N. Dalton.
From Dr. Edward J. Van Liere, West Virginia University, Morgantown, West Virginia, a pledge of $5,000 for the endowment of a research fellowship in memory of his deceased wife, to be known as the Helen Kimmins Van Liere Research Fellowship and to be awarded to a student of medical sciences in the Department of Physiology from candidates recommended by Dr. A. J. Carlson. It is understood that Dr. Van Liere hopes to add to the endowment in the future, and that he may transfer this Fellowship to the Department of Medicine, if he wishes, when Dr. Carlson ceases to be a member of the faculty.

From the Helen M. Crittenden Memorial Fund (Joseph Moss, Commissioner of Public Welfare in Cook County, Secretary) cash and securities having a market value of $1,727.85, for the use of the School of Social Service Administration.

From the Chicago Branch of the American-German Student Exchange, a pledge of $1,000 for the support of an American-German Exchange Fellow, for the academic year 1930-31.

From the General Electric X-Ray Corporation, a pledge of $1,000 for research in Diathermy in the Department of Physiology.

From an anonymous donor, $500 for the use of University College.

From Dr. Byron C. Meacher, of Portage, Wisconsin, $300 as a contribution to the Frank Billings Clinic.

It was moved and seconded to accept the several contributions and grants as reported, and to instruct the Secretary of the Board to extend to the donors the hearty thanks of the Board, and, a vote having been taken, the motion was declared adopted.

The President of the University presented the following recommendations:

The following appointments are recommended:
Vittorio Mauchiero, of the University of Naples, as Visiting Professor in the Department of New Testament and Early Christian Literature for the Spring Quarter, 1930, with a stipend of $2,000.
Dr. Rudolph Schoenheiser, now of the Pathological Institute, Freiburg, Germany, and recently appointed to a Fellowship under the Douglas Smith Foundation for one year beginning October 1, 1930, as an Assistant Professor in the Department of Surgery for the same period without additional salary.

It is recommended that the following resignations be accepted:
Theodore C. Searns, Professor of Religious Education and Head of the Department of Practical Theology, effective September 30, 1930. (Dr. Searns will have served the University for twenty-five years. He has been invited to become Professor of...
Ethics at the California Institute of Technology and Minister of the Pasadena Union Liberal Church, and has accepted the invitation because of the health of his wife and the hope of a longer period of service in a more congenial climate. He has requested me to express to the Board his appreciation of the generous treatment he has received from the University and his earnest wish for its increasing usefulness.

Lionel D. Edie, Professor of Finance in the School of Commerce and Administration, effective immediately.

It was moved and seconded to make the appointments, to accept the resignations, all as recommended, and to instruct the Secretary of the Board to express to Dr. Soares the deep appreciation of the Board for his long and effective service, and, a vote having been taken, the motion was declared adopted.

Upon recommendation of the President of the University, it was moved and seconded to make the following appropriations from the Rosenwald Special Fund:

- $5,000 to be applied in the discretion of the President toward the expense of the publication by the University Press of scientific or scholarly books written or edited by members of the University faculties;
- $1,250 to match a conditional grant of the same amount from the Guggenheim Memorial Foundation to Professor Paul H. Douglas of the Department of Economics to enable him to carry on abroad a study of Unemployment;

and, a vote having been taken, the motion was declared adopted.

The President of the University reported that the Julius Rosenwald Fund has requested permission to make a study of the University of Chicago Clinics with a view to publication of the results in order to inform the public and the medical profession of the methods employed and the results obtained. The proposal is approved by the Special committee on the Clinics and it is recommended that permission to make the study be given by this Board.

It was moved and seconded to refer to the President of the University, with power to act, the question of permission to the Julius Rosenwald Fund to make the proposed study of the University Clinics, and, a vote having been taken, the motion was declared adopted.

Upon recommendation of the Administrative Committee of the University Clinics, transmitted by the President of the University,
It was moved and seconded:

1) That an addition of not exceeding $9,000 for Roentgenology expense in the Medical School budget be made by this Board to cover the cost of certain physical alterations approved by the Administrative Committee, to be underwritten from Accumulated Medical School Income;

2) That not exceeding $3,800 be appropriated from Accumulated Medical School Income for the purpose of providing two concrete tennis courts east of the main medical school building, primarily for the use of the resident staff;

3) That an appropriation of not to exceed $15,000 be made from Accumulated Medical School Income to cover the cost of the rearrangement, alteration and further equipment of the Doctors and Nurses Cafeteria in the Clinics;

and, a vote having been taken, the motion was declared adopted.

Upon recommendation of the President of the University, it was moved and seconded to nominate to the Children's Memorial Hospital Dr. Fremont Chandler, as Attending Orthopedic Surgeon, for the remainder of the calendar year, 1950, and, a vote having been taken, the motion was declared adopted.

The President of the University presented the following recommendation:

Mr. H. S. Fiske, who is seventy-one years old, has been in the employ of the University, in various minor administrative positions, for twenty-six years. He is now editing the University News Letter. It is planned to discontinue the News Letter, at least in its present form, and no provision has been made for it in the budget for 1950-51. In view of Mr. Fiske's long and faithful service, it is recommended that he be retired in accordance with the provision of Statute 17 (6) with an annual allowance of $1,800.

It was moved and seconded to retire Mr. H. S. Fiske from active service as of July 1, 1950, with an annual allowance of $1,800, and, a vote having been taken, the motion was declared adopted.

The President of the Board called the attention of the members of the Board to the fact that the next meeting of the Board is the annual meeting at which Officers of the Board and Trustees in Class 2 are to be elected.
It was moved and seconded to authorize the President of the Board to appoint a committee of five members to submit nominations for Trustees and Officers at the annual meeting, and, a vote having been taken, the motion was declared adopted.

The President subsequently appointed the following as the committee called for by the foregoing action: Mr. E. L. Hyerson, Jr., Chairman, Mr. Laird Bell, Vice-Chairman, Messrs. R. B. Barnard, Frank McNair, and A. Vi. Sher er.

It was moved and seconded to authorize the President of the Board to appoint a special committee to study and report to the Board as to whether an age limit should be placed on members of the Board, and, a vote having been taken, the motion was declared adopted.

The President subsequently appointed the following as the committee called for by the foregoing action: Mr. William Scott Hunt, Chairman, Mr. John Stuart, Vice-Chairman, Messrs. H. B. Barnard, A. H. Sharur, and J. M. Stifler.

The Business Manager submitted the following two reports:

The Business Manager's Office has participated with representatives of the donor and others in the matter of the so-called Federal Tariff Bill as it affects carillons. The present law provided for a tariff rate of 40 per cent. The House of Representatives recommended a tariff of 20 per cent; the Senate recommended originally the present rate of 40 per cent and later modified it to 35 per cent not with an amendment to schools, churches, etc. importing a carillon set of thirty bells or more. The conference report of the Senate and the House provides for a rate of 20 per cent. It appears that this rate is likely to persist in any bill which may be signed. The net result of the effort, therefore, has been to cut the tariff rate in half.

Attached hereto is a digest, for purposes of record, of the existing contract between the University and the Home for Destitute Grippled Children. The ninety-nine year ground lease, referred to in the contract, is now being prepared in substantial agreement with the form attached to the contract. A similar lease is in preparation between the University and the Home covering the use by the Home of the Hicks Memorial Building. In the construction of the Hicks Memorial Building, an arrangement is being made for leaving the fifth floor unfinished, pending the time when the medical authorities are prepared to indicate the provisions for this space. Estimates for completing the room for hospital purposes have been prepared, indicating a total of $36,844 and the request has been made of the Home Board that it approve leaving the fifth floor unfinished at the present and that it authorize a reserve in the above amount from the income on the McElwee fund, to be
used for such completion work and in accordance with plans and specifications to be approved by the Home Board. President Robert F. Carr of the Home Board has authorized the leaving of the building uncompleted and has indicated that the request for the allowance referred to will be considered by the Home Board at its next meeting.

Digest of Agreement Between the University and The Home for Destitute Crippled Children January 19, 1928

I. The University agrees:
1. To complete and equip the McElwee and Hicks Buildings using the $500,000 fund contributed by Mrs. Hicks to the University and the $300,000 fund contributed by Mr. McElwee to the Home.
2. To lease to the Home the ground under the McElwee section for ninety-nine years under a form of lease substantially in agreement with the draft of lease attached to the contract, rental One Dollar ($1) per annum.
3. To lease to the Home the land and building of the Hicks section; rental One Dollar ($1) per annum.
4. To nominate for appointment by the Home the medical staff's appointments are to run concurrently with University appointments; appointees may be removed only by joint action. The staff has the exclusive right to render medical service and to use the facilities for study and clinic instruction.
5. To provide quarters for nurses and sundry other services such as steam for heat, electric current, X-ray service, etc.
6. To pay all salaries of teaching members of the staff.
7. To provide all of the professional care of patients except that of private patients; the University to be entitled to charge patients who may be able to pay in full or in part, according to rules mutually agreed upon.
8. To provide all equipment and supplies used in teaching.

II. The Home agrees:
1. To operate the Hicks and McElwee Buildings as a hospital for crippled children.
2. To assume full financial responsibilities for management and maintenance of all services, administrative, nursing and otherwise, including renewal and replacement of furnishings and equipment used for hospital purposes.
3. To establish and maintain the hospital in harmony with the plans and organization of the University.
4. To appoint administrative officers upon the nomination of the University.
5. To cooperate with the other hospitals in the University Clinics group and under the general supervision of the Director of University Clinics, appointed by the University.
6. To make provision for adequate representation on its Board of persons nominated to it by the University.
7. To utilize the premises substantially to the capacity thereof in the event such capacity is not utilized to the extent of 50 per cent, and such partial use should continue at any one time for a period of six months, then the University
May 8, 1950

Board of Trustees

1. The University of Chicago as Lessor and the Home for Destitute Crippled Children as Lessee.

2. The premises are the ground under the McElwee Section.

3. The period is for ninety-nine years.

4. The rental is One Dollar ($1) per year.

5. The use is for a home, hospital and dispensary for crippled children in accordance with the affiliation agreement. The McElwee Building is the property of the Home. In the event of any default by the University, and such default continues for six months after notice, the Home shall be entitled to exclude the University from its rights under the contract and use the building as a Home thereafter, upon the payment of One Dollar ($1) per annum.

6. Same provision as above noted in the affiliation agreement in the event of failure to use the premises to the extent of 50 per cent of its capacity.

7. The University to have the exclusive right to use the premises for its professional teaching and nursing staffs.

8. The University is to erect and furnish the McElwee section with the fund of $300,000 turned over to it for that purpose by the Home.

9. The Home is to keep the building in repair and up to the standard adopted by the University.

10. The Home is to keep the premises in accordance with all requirements of public authority and to rebuild or repair within eighteen months after any loss or damage; and to keep the premises insured against loss by fire and windstorms. In the event of failure to rebuild or repair within eighteen months, Lessor may terminate the lease.

11. The Home is to pay all taxes, water rates and other charges, if any.

12. The Lessee shall have the right to use any party wall or party foundation of the said building.

13. The Lessee covenants against liens and to indemnify the Lessor in enforcing the covenants of the lease, and against any loss, cost or damage or claim arising out of any use of the premises made by the lessee.

14. Agreement not to assign or sub-let.

15. Provision for remedies to be accumulative and for no inference of waiver.

16. Provision for formal manner of serving notices.

17. In the event of default by the Lessee, and such default continuing for six months after notice, the Lessor may terminate the lease.
18. Upon termination of the lease by lapse of time or other­wise the improvement becomes the property of the Lessor upon payment to the Lessee the original cost of the then improve­ment, including cost of repairs, less depreciation at 2 per­cent thereof per annum.

19. Provision for arbitration of all questions which cannot be settled by agreement.

20. Provision that covenants shall run with the land.

The reports were received and ordered placed on file.

The Business Manager presented the following communication:

The attached form of agreement has been presented by the General Education Board for approval by this Board in connec­tion with the University of Chicago's appropriation to the University of $1,000,000 for endowment for the instruction of Negroes in the clinical branches of medicine to be carried out by Provident Hospital of Chicago and the University of Chicago, which appropriation was reported to the Board of Trustees on December 12, 1929. It is recommended that the Board authorize its officers to execute an agreement in this form, and that the accompanying resolution be adopted in this connection.

Agreement
General Education Board and The Board of Trustees of the University of Chicago
No. M-58
$1,000,000

Whereas, the Board of Trustees of the University of Chicago, located at Chicago, in the state of Illinois (hereafter referred to as the "University"), has submitted a formal request to the General Education Board (hereafter referred to as the "Board") for an appropriation of $1,000,000 for endowment for the instruction of Negroes in the clinical branches of medi­cine to be carried out by Provident Hospital of Chicago and the University of Chicago, as set forth in correspondence, and

Whereas, the Provident Hospital of Chicago has entered into a contract with the University which provides (1) that nominations to the staff shall be made exclusively on the recommen­dation of the University; and (2) that the Trustees of Provid­ent Hospital of Chicago shall purchase the old Lying-In Hospi­tal, which is accessible to the Negro community of Chicago and within walking distance of the University; and

Whereas, the Trustees of Provident Hospital of Chicago have entered upon a campaign for $1,500,000 of which approximately $600,000 will be used to purchase, remodel, and equip the old Lying-In Hospital and $600,000 for endowment or working capi­tal, toward which $750,000 have been subscribed by the Julius Rosenwald Fund and from another source, and there being reason­able expectation that $750,000 or more will be obtained from other sources; and
Whereas, the Trustees of Provident Hospital of Chicago have indicated their purpose to provide adequately for the maintenance of the Hospital;

Therefore, in consideration of the intention of the University to comply with the terms of this agreement, the Board hereby pledges to the University a sum not to exceed $1,000,000 or so much thereof as may be necessary, for endowment for the instruction of Negroes in the clinical branches of medicine in the new Provident Hospital of Chicago. It is understood that if at any time the University shall decide that the purpose stated in this agreement does not require all or any part of the income from the endowment contemplated under this agreement, the University shall be free to use the income, or such part thereof as is not required, for other purposes of the University except that no part of the income from the fund so contributed by the Board shall be used for specifically theological instruction. Within ninety days after the receipt by the Board of a copy of this pledge, duly accepted by the University, the Board will pay its pledge as needed (1) in cash; or (2) in securities at their market value on or at as nearly as possible the time of payment; or (3) partly in cash and partly in securities at their market value on or at as nearly as possible the time of payment. (4) The Board further reserves the right to defer payment of any and all sums due for a period of ten (10) years from the due date thereof. Interest at the rate of five per cent (5%) per annum shall be paid semi-annually in cash on all sums the payment of which has been deferred. The Board shall have the privilege at any time of anticipating the payment of any and all such deferred sums, in cash and/or securities as aforesaid, thirty days' notice of its intention to anticipate payment to be given by the Board to the pledgee; provided that if this pledge be not accepted by the University by or before June 30, 1950, the pledge of the Board herein made shall be and become null and void. The University, by the acceptance of this pledge, agrees to comply with the conditions above set forth on which this pledge is made and on which the payments under it are to be made. This pledge is executed pursuant to a resolution adopted by the Board on the twenty-first day of November, 1929. In Witness Whereof, the Board has caused this pledge to be signed and its seal hereunto affixed by its duly authorized executive officers this 15th day of April, 1930.

Attest: W. W. Brierley
Secretary.

General Education Board

By Trevor Arnett
President.

It was moved and seconded to authorize the corporate officers to execute an agreement with the General Education Board in the form set forth above, and to adopt the following resolution:

The Board resolved to authorize the corporate officers to execute an agreement with the General Education Board in the form set forth above, and to adopt the following resolution:
Be It Resolved That the attached conditional pledge, No. M-58, of the General Education Board is hereby accepted by the Board of Trustees of the University of Chicago, located at Chicago, in the State of Illinois; and said Board of Trustees covenants and agrees that if the terms of the pledge are complied with and the money paid by the General Education Board, it will faithfully perform the covenants on behalf of said institution contained in this pledge, and, a vote having been taken, the motion was declared adopted.

The Business Manager presented the following communication:

The Baron Hirsch Woman's Club has offered to contribute to the University the sum of Ten Thousand Dollars ($10,000) a year toward the support of a cardiac clinic, in accordance with the accompanying draft of agreement. It is recommended that the accompanying agreement be approved in principle and that the officers of the University be authorized to execute an agreement substantially in this form. Dr. McLean has approved the agreement and recommends the acceptance of the arrangement.

Memorandum of Agreement, made this day of April, A.D. 1950, by and between the Baron Hirsch Woman's Club, a corporation of Illinois, of Chicago, Illinois, hereinafter referred to as the Club, and the University of Chicago, a corporation of Illinois, of Chicago, Illinois, hereinafter referred to as the University, witnesseth:

1. The Club hereby agrees to pay to the University the sum of Ten Thousand ($10,000) Dollars a year during the term of this contract, payable in advance, in four equal quarterly installments of Two Thousand Five Hundred ($2,500) Dollars each, the first installment to be paid on July 1, 1950.

2. The University agrees to use the said sums, as contributed, toward the support of a cardiac clinic in the Out-Patient Department of the University of Chicago Clinics, and during the continuance of the support as aforesaid by the said Club, to name the Clinic, "Baron Hirsch Woman's Cardiac Clinic".

The said fund shall also be used toward the support of cardiac patients in hospitals of the University of Chicago Clinics and toward the support of a social service worker for the cardiac clinic herein referred to.

3. The University shall be responsible for the administration of the said Fund and for the management of the services toward the support of which the said Fund is contributed, including the admission of patients; it being understood that the balance of the financial support necessary in the opinion of the University for the cardiac clinic, and not obtained from other sources shall be provided by the University.
4. The University undertakes to record the contribution of the Club to the cardiac clinic during the period of this agreement by suitable tablet or inscription in the main lobby of the University of Chicago Clinics, 950 East Fifty-ninth Street, Chicago, and to provide an office bearing the designation, "Baron Hirsch Woman's Club Cardiac Clinic" on the first floor of the said Clinics Building. Said office shall be the headquarters of the Club for the carrying on of its activities in relation to the said Clinic and also the office for the social service worker hereinafter referred to. It is also understood that provision may be made by the Club in said office for recording on suitable tablets or inscriptions, contributions by individuals to the activities of the Club. The University further agrees to give due mention to the Baron Hirsch Woman's Club in scientific publications involving study of the patients handled by the said Clinic; and to make regular reports at stated intervals to the Club concerning the activities carried on through the said Clinic.

5. It is further understood that the Club undertakes to organize a unit under its direction, but working in cooperation with the University and under its supervision through the social service worker above referred to, in order to promote the care of cardiac patients. It is understood that the persons composing the said unit will undertake the required instruction and training under the direction of the social service worker, in order to render their contribution as effective as possible. It is understood that the chief activities of the said unit would include the following: (a) Providing motor transportation between the homes of patients and the Clinic; (b) furnishing of games and other equipment for education, amusement, and occupational therapy for the use of patients in their homes; (c) visiting of patients in their homes to help with lessons and with work and play of an educational and occupational character; (d) furnishing of clothing for patients and in cases where needed, the furnishing of certain items of food for patients in their homes. It is further understood and agreed that the Club in connection with its public announcements, literature, letterheads and other printed matter shall be free to make mention of its cooperation with the University of Chicago Clinics, with the understanding that such announcements and printed matter shall be first approved by the University through its Director of University Clinics. It is further understood that this agreement shall continue in full force and effect for a period of two years from July 1, 1950, subject to cancellation by either party at the end of one year, on ninety days' prior written notice, sent by registered mail, in the case of the University of Chicago, to the Director of University Clinics, 950 East Fifty-ninth Street, Chicago, and in the case of the Baron Hirsch Woman's Club, to Chicago, Illinois. It is further understood that on the date hereof the Club is in process of changing its
corporate name to the Chicago Philanthropic Club, or to some similar name, and that upon the receipt of a certificate from the Club to the University of Chicago to the effect that the name of the Club has been changed, the name of the Club hereafter in this document, and in all other publications in reference to the subject matter of this agreement, shall be as indicated in said certificate.

In Witness Whereof, the parties hereto have caused these presents to be accepted by their respective officers, forthwith authorized, the day and year first above written.

Attest: The Baron Hirsch Women's Club
By
Attest: Secretary.

The University of Chicago
By
President of Its Board of Trustees.

It was moved and seconded to approve in principle the proposed agreement with the Baron Hirsch Women's Club as set forth above, and to authorize the officers of the University to execute an agreement substantially in this form, and, a vote having been taken, the motion was declared adopted.

The Business Manager presented the following communication:

The heating and ventilating systems in Blaine and Belfield Halls are in urgent need of extensive repairs and replacements. These installations were made more than twenty-five years ago and much of the equipment is antiquated. The indirect heating equipment in both buildings is controlled by direct acting thermostats which are no longer capable of proper adjustment; leaks have developed in the heating coils and it has been found necessary to close sections in several units; the mixing dampers do not function satisfactorily; the plenum chambers are constructed of wood and now constitute a serious fire hazard.

A number of years ago two large rooms on the first floor of Belfield Hall were sub-divided into six smaller rooms without making proper provision for heating and ventilation. Two of these rooms have no direct radiation and inadequate indirect radiation, and all of the new rooms are improperly ventilated. Similar alterations have been made on the second and third floors. Conditions were very unsatisfactory during the past winter in a number of the classrooms in both buildings. To secure proper ventilation it was often necessary to open windows, even in extreme weather, throwing the entire indirect heating system out of balance and causing a majority of the classrooms to be either greatly over-heated or uncomfortably cold, thereby seriously endangering the health of both teachers and students. These conditions should be corrected if possible during the coming summer.
The preliminary estimates for complete rehabilitation called for an expenditure of approximately $44,000. After a careful review of the plans, it has been found possible to defer some of the proposed replacements, including air filters, and to place this equipment in effective operating condition at a cost of approximately $50,000. It is recommended that not to exceed $50,000 be appropriated from General Reserve for the use of the Committee on Buildings and Grounds in rehabilitating the heating and ventilating systems in Blaine and Belfield Halls.

It was moved and seconded to appropriate not to exceed $50,000 from General Reserve for the use of the Committee on Buildings and Grounds in rehabilitating the heating and ventilating systems in Blaine and Belfield Halls, and, a vote having been taken, the motion was declared adopted.

The Business Manager presented the following communication:

The procedure for the termination of relations between the University and Lombard College and the cancellation of the lease to the latter of certain premises on Sixtieth Street includes the following items:

1) The University is to serve a notice of cancellation of the affiliation agreement upon the required two years' notice.
2) The Lombard College is to accept this notice and to make it effective practically at once, thereby waiving the requirement for the two year period. At the same time, it is to agree to cancel the lease which becomes terminable at the same date that the affiliation agreement is cancelled.
3) The University is to pay Lombard College the agreed sum for the library building improvement, namely $32,551 on the date when the affiliation agreement and the lease are cancelled.
4) No compensation is to be paid to Lombard College for the library building and Lombard College waives all of its rights and interests therein.
5) The library building is occupied by the First Universalist Church, which is said to have provided the funds for the erection of the library building. As soon as the Lombard College arrangement above referred to is concluded, discussion will be had with the First Universalist Church authorities respecting its future use and occupation of the premises.

It is recommended that the accompanying resolution authorizing the service of notice of termination of the affiliation agreement above referred to by the University upon Lombard College be adopted.

It was moved and seconded to adopt the following resolution:
Whereas, The University of Chicago is the owner in fee of the following described premises located in the City of Chicago, to-wit: Commencing at a point on the south line of Sixtieth Street in said city, seventy (70) feet west of Dorchester Avenue in said city, running thence south on a line parallel with the west line of said Dorchester Avenue one hundred eighty-seven and two-tenths feet (187.2); running thence west on a line parallel with the south line of Sixtieth Street one hundred seven and seventy-eight one hundredths feet (107.78), more or less, to an alley; thence north on a line parallel with the west line of said Sixtieth Street one hundred eighty-seven and two-tenths feet (187.2) to the south line of said Sixtieth Street; running thence east along the south line of said Sixtieth Street one hundred seven and seventy-eight one hundredths feet (107.78) to the place of beginning; and on May 1, 1917, leased the said property to Lombard College located at Galesburg, Illinois, for a period of ninety-nine (99) years from said date; and

Whereas, on May 1, 1917, said Lombard College located at Galesburg, Illinois, and said University entered into a certain affiliation agreement which provided, among other things, that the same might be cancelled by either party upon the giving of two years' notice of such cancellation; and

Whereas, the said lease above referred to provides, among other things, that it may be terminated upon the cancellation of said affiliation agreement; and

Whereas, conditions have arisen which make it no longer desirable that the said affiliation agreement and lease should continue in force; and

Whereas, it is the desire of the University to terminate and cancel said affiliation agreement, and also to cancel and terminate said lease as of a date to be hereinafter designated by the Business Manager of the University; and

Whereas, the officers of the University of Chicago and Lombard College located at Galesburg, Illinois, have agreed that the sum of Thirty-Three Thousand Five Hundred Thirty-One Dollars ($33,531) is the fair value of the improvements constructed on the demised premises by Lombard College located at Galesburg, Illinois, and said college has agreed to accept the said sum in full settlement for all of its interest in any of the buildings or improvements on said premises;

Now, Therefore, Be It Resolved: That the President or a Vice-President and the Secretary or an Assistant Secretary of the Board of Trustees of the University of
May 8, 1930

Chicago be, and they are hereby, authorized and directed, in the name and on behalf of the University of Chicago, to serve proper notices of cancellation of the said affiliation agreement above referred to and the termination of the lease above referred to, and to execute, acknowledge and deliver such documents as may be necessary to terminate and cancel the said affiliation agreement and the said lease, as of the date to be fixed by the Business Manager of the University of Chicago. They are further authorized and directed to pay the sum of Thirty-Two Thousand Five Hundred Thirty-One Dollars ($32,531) to Lombard College located at Galesburg, Illinois, in full settlement for all improvements erected by it on the said property; and to do any and all other things and execute, acknowledge and deliver all other documents and the purpose herein expressed, and, a vote having been taken, the motion was declared adopted.

The Business Manager made an oral statement with regard to the new Power Plant which is now in full operation. He reported that the savings through economy in operation appeared to be even greater than had been anticipated and that every indication points toward complete justification of the large expenditure involved in the creation. He suggested that the Trustees visit the plant after the meeting to inspect it and the new tunnel.

Adjourned.

[Signature]
Secretary.
The University of Chicago

MINUTES OF THE BOARD OF TRUSTEES
June 12, 1950

The annual meeting of the Board of Trustees was held in the Board Room on Thursday, June 12, 1950, at 2 p.m.

There were present: Mr. Swift, in the chair, Messrs. Axelson, Bazarad, Bell, Dickerson, Donnelley, Felsenthal, Holden, Jennings, Post, Rosenwald, Shull, Stevens, and Stifler; also Messrs. Haynes, Hutchins, Plimpton, Post, Steere, and Woodward.

Messrs. Bond, Eaton, Lindsay, Quantrell, Smith, and Stuart sent word of their inability to be present.

Prayer was offered by Mr. Stifler.

The minutes of the meeting held May 8, 1950, were approved.

The Secretary of the Board presented copies of the minutes of the following meetings of the Board's standing committees, copies of the minutes having previously been sent to all members of the Board:

Committee on Buildings and Grounds, May 20, 1950; Committee on Finance and Investment, May 6, and June 5, 1950; Committee on Instruction and Equipment, June 5, 1950; Committee on Development, May 23, 1950.

It was moved and seconded to accept the minutes and approve all actions recorded therein, and, a vote having been taken, the motion was declared adopted.

The Secretary of the Board reported that the Administrative Committee of the University Press, at its meeting on May 14, 1950, had voted to recommend to the Board of Trustees that the annual allowance of $1,080 granted since 1926 to Mrs. Newman Miller, widow of the former Director of the University Press, be continued in like amount for the year 1950-51, the cost to be charged equally against the three departments of the Press.

It was moved and seconded to authorize the continuance of annual allowance of $1,080 to Mrs. Newman Miller for the year 1950-51, the cost to be charged equally against the three departments of the Press, and, a vote having been taken, the motion was declared adopted.

The Secretary of the Board reported that he had sent a letter of appreciation to Dr. Nellie E. Goldthwaite on behalf of the Board for her loyal and generous act in giving $15,000 to the University for the L. J. Lamson Scholarship Fund in accordance with the agreement approved by the Board at its meeting on April 29, 1950.

Mr. Stifler, on behalf of the committee appointed to study the question of retirement of Trustees upon reaching a certain age, submitted the following report and recommendations:

Mrs. Newman Miller
Allowance Continued

Dr. N. E. Goldthwaite
Letter of Appreciation

Retirement of Trustees

Recommendations
After careful consideration, your committee, appointed at the Board meeting of May 8 to study and consider the advisability of adopting an age limit for membership in the Board of Trustees, makes the following report:

Because of the growth of University business and the consequent increase in its demands upon the time and energy of the Trustees, your committee realizes that there is an increasing requirement for the extension of committee work by the Board members. There are now and will be as time goes on members of our Board who have reached a period of life when they should not be called upon for active committee work, although their continued counsel and advice will be of value to the Board. Your committee believes that a retiring age should be adopted for our Trustees, that the retiring term should be forty years, and that attaining that age in the service of the University they should become members of an honorary group of Trustees who have a continuing relationship with the University.

To that end your committee makes the following recommendations:

1st - That the class of Honorary Trustees be established by By-law.

2nd - That Trustees who attain the age of seventy in any calendar year while serving as Trustees automatically become Honorary Trustees at the end of their terms of office.

3rd - That Mr. Martin A. Johnson, on the expiration of his term of office become Honorary President, Board of Trustees.

4th - That Trustees now members of the Board serve out the terms for which they have been elected, but Trustees who have attained the age of seventy while in service may upon their request be transferred to the class of Honorary Trustees.

5th - That in the future it shall be the policy of the Board not to elect Trustees whose terms of office extend beyond the calendar year in which their seventieth birthdays occur, and that the Nominating Committee shall arrange elections for one or two-year terms whenever necessary to accomplish this result.

To give effect to those changes, your committee recommends the adoption of this report and of the following resolution:

Be It Resolved -

1. That the class of Honorary Trustees be established by By-law.

2. That Trustees who attain the age of seventy in any calendar year while serving as Trustees automatically become Honorary Trustees at the end of their terms of office.

3. That Mr. Martin A. Johnson, on the expiration of his term of office become Honorary President, Board of Trustees.

4. That Trustees now members of the Board serve out the terms for which they have been elected, but Trustees who have attained the age of seventy while in service may upon their request be transferred to the class of Honorary Trustees.

5. That in the future it shall be the policy of the Board not to elect Trustees whose terms of office extend beyond the calendar year in which their seventieth birthdays occur, and that the Nominating Committee shall arrange elections for one or two-year terms whenever necessary to accomplish this result.
June 12, 1950

(2) That notice be and is hereby accepted of the intention of this Board to amend its By-laws at the next regular meeting of the Board of Trustees by incorporating therein the provisions of the first paragraph of this resolution.

(Signed) James M. Stifler
(Signed) Albert W. Sherer
(Signed) H. B. Barnard
(Signed) John Stuart

It was moved and seconded to adopt the report of the committee as submitted in the foregoing communication, to approve the recommendations contained therein and to adopt the following resolution:

Be It Resolved -
(1) That Honorary Trustees may be elected by the Board of Trustees at any regular meeting by a affirmative vote of not less than thirteen members, and any member of the Board of Trustees who shall attain the age of seventy years in any calendar year in which he has served as Trustee, or who shall have attained such age prior to June 12, 1950, shall become Honorary Trustee at the expiration of his term of office. Honorary Trustees shall not be members of the Board nor of the corporation, shall not have the privilege of voting or holding office, but may attend and participate in regular meetings of the Board of Trustees and of its standing committees;

(2) That notice be and is hereby accepted of the intention of this Board to amend its By-laws at the next regular meeting of the Board of Trustees by incorporating therein the provisions of the first paragraph of this resolution, and, a vote having been taken, the motion was declared adopted.

Mr. Sherer, for the committee on conference with the Board of Managers of the Northern Baptist Convention, submitted the following report:

The members of the Board are familiar with the developments of negotiations with the Board of Managers of the Northern Baptist Convention up to the time of the by meeting of our Board. At that time, you will recall that a resolution was adopted approving in principle the change in church or denominational qualifications of members of the Board and requesting the Board of Education of the Northern Baptist Convention to approve the change. A Statement and request from the University of Chicago, a copy of which is presented herewith for incorporation in our official records was presented to the Board of Managers of the Northern Baptist Convention at their meeting in Cleveland on May 26 and the recommendations presented therein for the consideration of the Board of Education were unanimously adopted. The report of the Board of Managers follows:
THE UNIVERSITY OF CHICAGO AND THE BOARD OF EDUCATION OF THE NORTHERN BAPTIST CONVENTION

MAY 15, 1930
A STATEMENT AND REQUEST CONCERNING THE CONTRACTUAL RELATIONS OF THE UNIVERSITY OF CHICAGO AND THE BOARD OF EDUCATION OF THE NORTHERN BAPTIST CONVENTION

When Dr. Ernest D. Burton assumed the presidency of the University of Chicago in 1923, he initiated a comprehensive program of expansion. In forecasting this development, he proposed as one of its objectives that the University should double its assets by 1940. Dr. Burton's judgment and confidence in the University's potential have been more than justified. The University's assets have been doubled already in 1930. His dream was fulfilled in the first seven of the seventeen years that he allotted. In the past seven years $3,000,000 have been added and pledged to the University's assets, making its total resources now in excess of $100,000,000. It is significant that during this period the non-Rockefeller Gifts have increased approximately 100 per cent, indicating the increasing hold that the University has upon its alumni and local constituency. In this same seven-year period, there have been added to its equipment buildings (completed or in process of construction) which have doubled the floor space used for educational purposes.

Inspired by the vision of his predecessors for the University's progress, President Hutchins is now proposing a program for further development, calling for another doubling of the institution's assets. This undertaking is projected in three stages; the first of these stages involves $80,000,000, has been officially adopted by the Board, and is now well under way.

This rapid expansion has increasing demands upon the Board of Trustees and promises to increase still further their responsibilities. Not a little of the University's progress can be attributed to the close personal attention which its Trustees have given it affairs. In a fashion not duplicated in other American universities, the Board of Trustees of the University of Chicago directly administers the affairs of the University. The full Board meets regularly once a month and several special meetings are necessary every year. The eight standing committees which are charged with special divisions of the work, together with special committees which

The Board of Education is composed of delegates to the Northern Baptist Convention properly designated by the Board of Trustees.
are found constantly necessary, involve the holding of several meetings every week. Many members of the Board occasionally, and some con­
stantly, devote as much as half of their time to University
interests. To discharge adequately the duties of such a trusteeship calls for men who have not only large background of educational interest and adminis­
trative experience, but also for those who are free to give the very con­
siderable share of their time that is demanded. The increasing diversity
of the University’s operations makes it necessary to seek for men of still
derived background. Within the past seven years there have been added
to the responsibilities of the Board of Trustees a development in medicine
of vast proportions and in art on a large scale. Similar enlargements of
the School of Education and the Oriental Institute are now in process.
Active participation in these interests falls almost exclusively on the
Trustees who are resident in the Chicago area. Non-resident Trustees,
as must be true, have valuable that cannot, however, carry their
share of these various duties, with the result that the Chicago members
are increasingly overburdened.

The demands on the Trustees will be further accentuated by the pro­
gram of expansion immediately before the University. This program de­
pends for its success to a peculiar degree on the Board of Trustees. The
University must look to them for the necessary personal and financial
contacts in the Chicago area. It is necessary, too, that they be men of
such commanding position in the metropolis that their names are a
guaranty of their capacity for administering an enterprise of this magni­
tude. In this connection, it is noteworthy that the University of Chicago is
designed to depend on its relation with the city in which it is located,
to an extent unique among American universities. It is inevitable that
the Board of Trustees should be the personal bond in this connection.
The University was originated by a movement among the Baptists of
Chicago to establish a college. Due to the amazing genius of its first
president and the unexampled generosity of Mr. Rockefeller, instead of a
college it has in forty years become one of the great universities of
America. The maintenance of this pre-eminence in the educational world
hangs upon the relation of the University to the life of the city through
its Board of Trustees.
The composition of this Board grows out of the historic relations of
the University to the American Baptist Education Society and its suc­
cessor, the Board of Education of the Northern Baptist Convention. By
the terms of the original charter of the University, two-thirds of its
Trustees were required to be members of Baptist churches. This require­
ment was altered by action of the Board of Education of the Northern
Baptist Convention in 1923, to provide that three-fifths of the Trustees
be Baptists. The size of the Board, originally twenty-one, and after 1923,
twenty-five, was increased December 8, 1926, by the action of the Board
itself, to thirty.

This arrangement has now been in force for seven years, and in its
actual operation certain facts have become increasingly plain:

1. The Board has had steadily increasing difficulty in filling its Baptist
quotas from men in and around Chicago, who have the requisite type of
experience and ability, and who are able to give the necessary amount of
time. The increase in the size of the Board, which has given more active
members, has tended to accentuate this difficulty. More than once the
Board has found it necessary to elect Baptist employees of the University
to serve on the Board until its Nominating Committee was prepared to
fill those Baptist positions.

2. In maintaining this three-fifths proportion of Baptist members, re­
course had been had to electing non-resident Baptists, of whom there
are now six on the Board. The names of these members are a credit to
the University, but, each member can attend meetings of the Board
easily with difficulty, and are unable to share the burdens of the com­
mitties.

3. Contrasted with this difficulty in filling the Baptist quota is the fact
that there is a considerable number of eminent citizens of Chicago, and
also of prominent alumni of the institutions, who would be very useful
to the University but for whom no place on the Board can be provided.
There are several men in Chicago who are at present devoting their time,
energy and influence to other institutions and interests, which might read­
ily be drafted into the service of the University of Chicago to its very
great advantage. There have been periods of as many as eight years
when there has been no non-Baptist vacancy on the Board. Thus, the
University has found itself at one and the same time unable to fill the
Baptist vacancies on the Board, and unable to elect other men conspicu­
ously qualified as trustees because they did not happen to be Baptists
and no non-Baptist vacancy was either open or in prospect.

4. It should be said at once that this situation does not arise because
the Baptists of Chicago number among their members less competent
men than other churches. It is a simple fact that there is no single de­
nomination in Chicago that could provide any such proportion of the
Board as is required.
In view of all these facts, the Baptist members of the Board of Trustees of the University felt constrained to re-examine the composition of the Board to discover whether it might not be re-constituted so as to preserve the historic continuity of Baptist relationship, maintain the spiritual ideals of education, and at the same time free the Board from certain limitations that seem likely to check the developing service of the University. For the past two years they have held repeated meetings and have given the matter long and searching thought.

They were convinced that the desired results could not be accomplished by the obvious means of increasing the size of the Board. The officers of the Board believe that such enlargement tends to produce a weakening of the sense of responsibility of the individual Trustees, and can result in little more than an increase in the number of non-resident Baptist representatives. To follow this expedient would provide for very few additional local members, would load the Board with an increased number of absent members, and would not adequately relieve the burden on the local Trustees.

In all the discussions that were held, neither the Baptist trustees nor the Board of Trustees of the University of Chicago indicated a desire to change the historic continuity of the Baptist relationship to the University. As Mr. Harold H. Swift, President of the Board, has expressed it, "The University is proud of its Baptist connection and owes an indescribable debt to it."

Still less did the Baptist group, or the Board as a whole, desire to alter the spiritual conception of life and of education and the emphasis on the central place of character and religion in both, which the University has maintained from its foundation. As President Hutchins said in an interview quoted in The Baptist for October 12, 1929, "Whatever changes in external forms may ensue, the University of Chicago will never forget that it was founded by religious people whose work was carried on here in a religious spirit. That spirit will continue this University to the end."

Within the last few years, the University has erected a great University chapel which symbolizes and strengthens this spiritual emphasis, and has a Dean of the Chapel devoting his full time to the moral and religious life of the University. Instead of secularizing its educational process, the University has in the last two years moved definitely in the other direction. It should be made plain, too, that any alteration of the composition of the University Board contemplates no change in the composition of the Baptist Theological Union, which has a separate board. The Theological Department at Chicago is older than the University. It existed four years at Morgan Park and, when the University was founded, it was transferred
to the campus on the Midway, but will retain its separate endowments and its own Board of Trustees, all of whom are and always must be members of Baptist churches.

Having all of the foregoing in mind, the Baptist members finally suggested that the Board of Trustees communicate to the Board of Managers of the Board of Education a request for the appointment of a Committee of Conference to counsel with a like Committee from the Trustees of the University.

This request was granted. The two committees were appointed, consisting of, from the Board of Education, President Clarence A. Barbour of Brown University, President A. W. Beaven of Colgate-Rochester Seminary, President Emory W. Hunt of Reed College, Dean A. R. Mann of Cornell University, Mr. Albert L. Scott of New York City; from the Trustees of the University of Chicago, Mr. A. W. Sherer, Mr. Cyrus S. Eaton, Mr. Robert L. Scott, Dr. James M. Stiler, Mr. Hankil H. Smith. A meeting of the two committees was held in New York on April 26, 1930, and after careful consideration and full discussion of all the factors involved, the committees voted to present to their respective Boards the recommendation that there be substituted for the present provision that three-fifths of the members of the Board of Trustees of the University of Chicago shall be members of Baptist churches, the provision that

"At all times not less than three-fifths of the Trustees shall be members of Christian churches, and of this three-fifths a majority shall be members of Baptist churches. At no time shall the number of Trustees belonging to any other denomination exceed the number of Baptists upon such Board."

This recommendation has received the hearty approval of the Board of Trustees of the University of Chicago; they believe that such a modification of their contractual relations would enable the University to widen its contacts with its Chicago constituency and result in an enlarged service in the sphere of education. They feel, too, that such a modification would maintain the Baptist tradition and Christian influence in the life of the University of Chicago.

The University of Chicago, therefore, respectfully requests that the Board of Education of the Northern Baptist Convention approve the proposed modifications of the provisions of the deed of conveyance and of the Articles of Incorporation of the University of Chicago and that it authorize and instruct its Board of Managers to take appropriate action to accomplish these purposes.
COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF CHICAGO AT A REGULAR MEETING HELD MAY 8, 1930

I hereby certify that at a regular meeting of the Board of Trustees of the University of Chicago, a quorum being present, held on May 8, 1930, in the President's Office in Harper Memorial Library, Chicago, the following resolution was presented, and upon motion made and seconded, said resolution was passed by unanimous vote:

Whereas, the representatives of the Board of Trustees of the University of Chicago and representatives of the Board of Education of the Northern Baptist Convention have been considering the question of a change in the church or denominational qualification of members of the Board of Trustees of the University of Chicago as now set forth in the Articles of Incorporation of the University of Chicago, and also a modification of the restriction in a certain deed dated August 24, 1891, from the American Baptist Education Society to the University of Chicago as modified by a deed of October 9, 1923, from the Board of Education of the Northern Baptist Convention as the successor to the American Baptist Education Society, and

Whereas, the said conference of representatives above referred to has favorably considered the substitution for the present requirement in said Articles of Incorporation that three-fifths of the members of the Board of Trustees of the University shall be members of Baptist churches, the following requirement that

"At all times not less than three-fifths of the Trustees shall be members of Christian churches, and of this three-fifths a majority shall be members of Baptist churches. At no time shall the number of Trustees belonging to any other denomination exceed the number of Baptists upon such Board."

Now, Therefore, be it resolved by the Board of Trustees of the University of Chicago that it approves in principle the change in church or denominational qualification of members of the Board as above indicated; and be it further resolved that in accordance with said principle the Board of Trustees request the Board of Education of the Northern Baptist Convention to approve the substitution of the following:

"At all times not less than three-fifths of the Trustees shall be members of Christian churches, and of this three-fifths a majority shall be members of Baptist churches. At no time shall the number of Trustees belonging to any other denomination exceed the number of Baptists upon such Board."

for the third paragraph of Article III of the Articles of Incorporation (as amended October 25, 1923, and December 8, 1926) which now reads:

"At all times three-fifths of the Trustees shall be members of Baptist churches."

And that the said Board of Trustees further request the Board of Education to direct its Board of Managers to execute and deliver to the University of Chicago a deed to all the property conveyed to the University by the American Baptist Education Society in 1891, which deed shall be identical with that which was executed August 24,
The Board of Trustees of The University of Chicago

June 12th, 1950

this, as modified by a deed of October 9, 1923, from the Board of Education of the Northern Baptist Convention to the successor to the American Baptist Education Society, except that the fourth paragraph of the new deed shall read as follows:

"To have and to hold the same unto the said party of the second part, for its own use, forever, upon the express conditions, however,

That the said premises shall, for the period or term of one hundred (100) years from the date hereof, be used exclusively by the said party of the second part for educational purposes, as the site of a college or university;

and upon the further express condition

That the said party of the second part shall at no time alienate or mortgage the said premises for any debt or other purpose without the consent of the said party of the first part;

and upon the further express condition

That the requirements as set forth in the Articles of Incorporation of the said party, as amended with the consent of the party of the first part, in the year 1930, to wit: that at all times not less than three-fifths of the Trustees shall be members of Christian churches, and of this three-fifths a majority shall be members of Baptist churches. At no time shall the number of Trustees belonging to any other denominations exceed the number of Baptists upon such Board.

shall be at all times complied with, and in the event of the breach of any of these conditions, the title to the said premises shall revert to the said party of the first part or its successor."

Given under my hand and the seal of the University of Chicago, a corporation, this 12th day of May, A.D. 1930.

(Signed) JOHN F. MOULDS
Secretary of the Board of Trustees
of The University of Chicago

(SEAL)
Board of Trustees
June 12, 1930

Report of the Board of Managers on the statement and request of the University of Chicago to the Board of Education of the Northern Baptist Convention

The Board of Managers begs leave to report that it has had under consideration the relation of the University of Chicago to the Board of Education of the Northern Baptist Convention, and has considered this matter through the appointment of a Committee of Conference to meet with a like Committee of the Board of Trustees of the University of Chicago. The Board of Managers begs leave to report that, on the basis of the deliberations of such Conference Committee, it has received from the University of Chicago and transmits herewith "A statement and request concerning the contractual relations of the University of Chicago and the Board of Education of the Northern Baptist Convention," to which is appended a resolution of the Board of Trustees of the University of Chicago. With respect to such statement and request, the Board of Managers submits the following proposed resolutions and recommends their adoption.

RESOLVED, That the statement and request of the University of Chicago be received and be entered on the Minutes of the present meeting of the Board of Education.

RESOLVED, That the Board of Education of the Northern Baptist Convention, in annual meeting duly assembled, approves and accepts the manner hereinafter set forth the requests of the University of Chicago, and that the Board of Managers and its officers and the respective officers of the Board of Education are instructed and empowered duly to execute, acknowledge and deliver as the acts of this Board of Education of the Northern Baptist Convention proper instruments containing the following:

1. Formal approval of the substitution of the following:

   "At all times not less than three-fifths of the Trustees shall be members of Christian churches, and of this three-fifths a majority shall be members of Baptist churches. At no time shall the number of Trustees belonging to any other denomination exceed the number of Baptists upon such board."

for the third paragraph of Article III of the Articles of Incorporation (as amended October 15, 1923, and December 8, 1926) which now reads:

   "At all times three-fifths of the Trustees shall be members of Baptist Churches."

2. A deed to the University of Chicago, to all the property conveyed to the University of Chicago by the American Baptist Education Society in 1891, which deed shall be identical with that which was executed August 24, 1891, in

...
modified by a deed of October 9, 1921, from the Board of Education of the Northern Baptist Convention as the successor to the American Baptist Edu-

cation Society, except that the fourth paragraph of the new deed shall read as

"To have and to hold the same unto the said party of the second part, for its own use, forever, upon the express condition, however, That the said premises shall, for the period or term of one hundred (100) years from the date hereof, be used excl-

usively by the said party of the second part for educational purposes, as the site of a college or university;

and upon the further express condition— That the said party of the second part shall at all time devote or maintain the said premises for any debt or other purpose without the consent of the said party of the first part;

and upon the further express condition— That the requirements as set forth in the Articles of In-

corporation of the said party of the second part, as amended with the consent of the party of the first part, in the year 1930, to wit: that at all times not less than three-
fifths of the Trustees shall be members of Christian churches, and of this three-fifths a majority shall be mem-

bers of Baptist churches. At no time shall the number of Trustees belonging to any other denomination exceed the number of Baptists upon such Boards—

shall be at all times complied with, and in the event of the breach of any of these conditions, the title to the said premises shall revert to the said party of the first part or its successor."
THIS DEED, made this twenty-fourth (24th) day of August in the year of our Lord One Thousand Eight Hundred and Ninety-one (1891), between the Board of Education of the Northern Baptist Convention (formerly known as the American Baptist Education Society), a corporation duly organized and existing under and by virtue of the laws of the State of New York, party of the first part, and The University of Chicago, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, party of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of One Dollar ($1.00) to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed, and in furtherance of the purposes for which the lands hereinafter mentioned were conveyed to said party of the first part, does alien, renounce, release, convey and confirm unto the said party of the second part, forever, all the following described premises, situated in the County of Cook and State of Illinois, to wit:

Blocks Two (2), Three (3) and Seven (7) in Marshall Field's Addition to Chicago, in the west half of the Northwest quarter of Section Fourteen (14), Township Thirty-eight (38) North, Range Fourteen (14) east of the Third Principal Meridian, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part of, in or to the above described premises and every part and parcel thereof, with the appurtenances:
Board of Trustees

TO HAVE AND TO HOLD the same unto the said party of the second part, for its own use, forever, upon the express condition, however,

That the said premises shall, for the period or term of one hundred (100) years from the date hereof, be used exclusively by the said party of the second part for educational purposes, at the site of a college or university;

and upon the further express condition—

That the said party of the second part shall at no time alienate or mortgage the said premises for any debt or other purpose without the consent of the said party of the first part;

and upon the further express condition—

That the requirement as set forth in the Articles of Incorporation of the said party of the second part, as amended with the consent of the party of the first part, in the year 1850, to wit that at all times not less than three-fifths of the Trustees shall be members of Christian churches, and of this three-fifths a majority shall be members of Baptist churches. At no time shall the number of Trustees belonging to any other denomination exceed the number of Baptists upon such Board;

shall be at all times complied with, and in the event of the breach of any of these conditions, the title to the said premises shall revert to the said party of the first part or its successor.

This conveyance is a modification of a deed executed on October 3, 1825, and is made in pursuance of a resolution adopted at a regular annual meeting of the Board of Education of the Northern Baptist Convention, a corporation of the City of New York (formerly known as the American Baptist Education Society) party of the first part held at Cleveland, Ohio, on the 29th day of May, 1880, which said resolution is in words and figures as follows, to-wit:

RESOLVED, That the Board of Education of the Northern Baptist Convention, in annual meeting duly assembled, approves and concurs in granting in the manner hereinafter set forth the request of the University of College, and that the Board of
Managers and its officers and the respective officers of the
Board of Education are instructed and empowered only to execute,
acknowledge and deliver as the acts of this Board of Education
of the Northern Baptist Convention proper instruments contain-
ing the following:

1. Formal approval of the substitution of the following:

"At all times not less than three-fifths of the Trustees
shall be members of Christian churches, and of this
three-fifths a majority shall be members of Baptist
churches. At no time shall the number of trustees
belonging to any other denomination exceed the number
of Baptists upon such Board."

for the third paragraph of Article III of the Articles of Incor-
poration (as amended October 10, 1922, and December 6, 1930)
which now reads:

"At all times three-fifths of the Trustees shall be
members of Baptist Churches."

2. A deed to the University of Chicago, to all the
property conveyed to the University of Chicago by the American
Baptist Education Society in 1881, which deed shall be identical
with that which was executed August 24, 1881, as modified by a
deed of October 9, 1930, from the Board of Education of the
Northern Baptist Convention as the successor to the American
Baptist Education Society, except that the fourth paragraph of
the new deed shall read as follows:

"To have and to hold the same unto the said party of the
second part, for its own use, forever, upon the express
condition, however,

That the said premises shall, for the period of
term or one hundred (100) years from the date
hereof, be used exclusively by the said party
of the second part for educational purposes, as
the site of a college or university;

and upon the further express condition -

That the said party of the second part shall at
no time alienate or mortgage the said premises for
any debt or other purpose without the consent of
the said party of the first part;"
Board of Trustees
June 12, 1950

and upon the further express condition -

That the requirement as set forth in the articles of incorporation of the said party of the second part, as modified by the consent of the party of the first part, in the year 1900, to wit that at all times not less than three-fifths of the trustees shall be members of Christian Churches, one of this three-fifths a majority shall be members of Baptist Churches. At no time shall the number of trustees belonging to any other denomination exceed the number of Baptists upon such board.

shall be at all times complied with, and in the event of the breach of any of those conditions, the title to the said premises shall revert to the said party of the first part or his successor."

This conveyance, although dated as above, is actually executed this ___ day of ___ A.D. 1900, and is, except as noted herein, identical with the conveyance of August 20, 1894, as modified by a deed of October 5, 1900.

In witness whereof, and in conformity with the above recited resolution of the Board of Directors of the Northern Baptist Convention and with the resolution of the Board of Managers of said Board of Education, adopted May 29, 1900, said party of the first part has caused these presents to be executed by _______ at _______ in the State of _______. Chairman of said Board of Managers, and its corporate seal to be hereto affixed, attested by _______ and _______.

Handwritten signatures:
[Signatures]

[Handwritten notes and annotations]

[Redactions and corrections]
Board of Trustees  
June 30, 1930

Executive Secretary of said Board of Education, this day of June, 1930.

THE BOARD OF EDUCATION OF THE NORTHERN BAPTIST CONVENTION

by

Chairman of its Board of Managers.

Attested
by

Secretary

(Sgd.)

Signed and Acknowledged in the presence of

(Notary Public)

STATE OF (Fill in State)
COUNTY OF (Fill in County)

I, (Notary Public), do hereby certify that

on this day of June, 1930, (Fill in Name) personally appeared before me, notary public in and for the county and state aforesaid, and did acknowledge the instrument attached hereto to be signed and delivered by me in my capacity as (Title) of (Organization), and that the same is a true and correct copy of said instrument.

(Notary Public's Signature)

(Notary Public's Seal)

(Stamp)

(Notary Public's Name and Title)

(Notary Public's Address)

(Notary Public's Telephone Number)

(Notary Public's Email Address)

(Notary Public's Signature)

(Notary Public's Seal)

(Notary Public's Name and Title)

(Notary Public's Address)

(Notary Public's Telephone Number)

(Notary Public's Email Address)

(Notary Public's Signature)

(Notary Public's Seal)

(Notary Public's Name and Title)

(Notary Public's Address)

(Notary Public's Telephone Number)

(Notary Public's Email Address)
free and voluntary act and deed of said corporation, for the
uses and purposes therein set forth.

In witness whereof I have heretofore set my hand and
seal this 11th day of June, A.D. 1930.

[Signature]

Sarah Graham
On the day following the action of the Board of Managers, this report was presented to the Convention, meeting as the Board of Education, by Clarence A. Barbour, President of Brown University, who made a clear and convincing statement of the case for the University. Mr. Corwin S. Shanks, a former president of the Northern Baptist Convention, seconded the motion after a brief statement explicating President Barbour's presentation. The resolution was adopted by an overwhelming vote without debate.

Before presenting to the Board the necessary resolutions to complete the formalities, I would like to mention for the information of the Board that both Mr. Stifler and Mr. Gilkey have devoted themselves untiringly during the past several weeks to presenting the University's case to leaders of thought of the denomination and there is no question but that the passing of the resolution in Cleveland without debate was due in large part to the effective educational work done by these gentlemen prior to the Convention and to their skillful management at the Convention. I am sure that the Board will want to commend Mr. Stifler most heartily for his excellent work in this connexion and in view of the fact that Mr. Gilkey is no longer a member of the Board, I move that a vote of appreciation be tendered to him for his splendid cooperation in this effort.

Subsequently, the Board of Managers, in pursuance of the authority granted to it under the above-mentioned action of the Board of Education, passed the following resolution directing the execution of the deed:

Resolved, That the Board of Managers of the Board of Education of the Northern Baptist Convention hereby instructs and directs its chairman, Clarence A. Barbour of Providence, R.I., to execute a deed to the University of Chicago covering all property conveyed to such University in 1891 by this corporation under its prior name of American Baptist Education Society, in accordance with the resolution adopted by the Board of Education of the Northern Baptist Convention at its annual meeting at Cleveland, Ohio, held May 29, 1930; and that Frank W. Palfrey of Newton Center, Massachusetts, the secretary-secretary of such Board of Education of the Northern Baptist Convention be instructed and directed to attest such deed under the seal of the corporation.

Certified copies of the report and resolution of the Board of Education above mentioned and of the resolution of the Board of Managers above quoted have been received and are now in the files of the University of Chicago. The deed authorized in the above resolutions has been executed and delivered to the University and will be duly recorded in due course. The Committee therefore reports that the matters entrusted to it have been accomplished and that the Board of Trustees of the University of Chicago is now in position to proceed in accordance with the foregoing actions. Your committee is advised by counsel that the following actions should be taken at this
June 12, 1950

meeting of the Board:
1. Notice should be accepted of the intention to amend the Articles of Incorporation at the next regular meeting of the Board.
2. That the Secretary of the Board of Trustees be instructed to transmit to each member of the Board at least five days before the next meeting a copy of the proposed amendment, together with forms of proxies to be executed and returned to the Secretary for use in the event of inability to attend said meeting. In this connection attention is called to the provision of the By-laws that a vote of two-thirds of the members of the corporation is required to effect an amendment to the Articles of Incorporation.

(Signed) Albert W. Sherer.

The President of the Board called attention to the recommendation in the report of Chairman Sherer that notice should be accepted of the intention to amend the Articles of Incorporation at the next regular meeting of the Board. He pointed out that the By-laws in Article XV provided that previous notice of the nature of any proposed amendment should be given at a prior regular meeting before action on the amendment shall be taken; and that the nature of the amendment was outlined in the report of Chairman Sherer, namely, to substitute the following:

"At all times not less than three-fifths of the Trustees shall be members of Christian churches, and of this three-fifths a majority shall be members of Baptist Churches. At no time shall the number of Trustees belonging to any other denomination exceed the number of Baptists upon such Board."

for the third paragraph of Article III of the Articles of Incorporation (as amended October 10, 1925, and December 8, 1926) which now reads:

"At all times three-fifths of the Trustees shall be members of Baptist Churches."

It was moved and seconded that the Board of Trustees of the University most heartily appreciates the splendid cooperation of Mr. Gilkey in the effort to have the restrictions on membership of the Board amended and to instruct the Secretary of the Board to convey a suitable message to this effect to Mr. Gilkey, and, a vote having been taken, the motion was declared adopted.

It was moved and seconded to accept notice of intention to amend the Articles of Incorporation of the University in accordance with the foregoing report and recommendation at the next regular meeting of the Board or any adjournment thereof, and to instruct the Secretary of the Board to transmit to each member of the Board at least five days before the next meeting a copy of the proposed amendment in the manner provided in Article XV of the By-laws, together with forms of proxies to be executed and returned to the Secretary for use in the event of inability to attend said meeting. In this connection attention is called to the provision of the By-laws that a vote of two-thirds of the members of the corporation is required to effect an amendment to the Articles of Incorporation.

(Signed) Albert W. Sherer.
of proxies to be executed and returned to the Secretary for use in the event of inability to attend the meeting, and, a vote having been taken, the motion was declared adopted.

It was moved and seconded to accept notice of intention to amend the By-laws of the Board of Trustees at the next regular meeting of the Board if it appears necessary and desirable so to do to carry into effect any changes resulting from the amendment of the Charter proposed, and, a vote having been taken, the motion was declared adopted.

The Vice-Chairman of the Committee on Nominations submitted the following report:

The Nominating Committee heretofore appointed by you at a meeting held June 6 authorized the presentation of the following nominations for Trustees and Officers for the ensuing year:

Trustees for three-year terms expiring in 1933:
- William Scott Bond
- Cyrus S. Eaton
- Charles A. Baldwin
- Frank McNair
- George Otis Smith
- James M. Shafter
- John Stuart

Officers to be elected:
- President
- Second Vice-President
- Third Vice-President
- Treasurer
- Secretary
- Corresponding Secretary

Officers to be appointed:
- Business Manager
- Controller
- Assistant Business Manager
- Assistant Secretary
- Assistant Controller
- Assistant Secretary
- Assistant Business Manager at the Quadrangles

It will be noted that the foregoing nomination of Trustees leaves three vacancies. If the suggested amendment of the By-laws is adopted, Messrs. Dickerson and Grey will automatically become honorary Trustees; the committee is, therefore, not submitting nominations for the full number authorized.

Committee on Nominations

Seminating Committee, Report of

Harold H. Swift
Thomas H. Homansley
Robert L. Scott
William Scott Bond
Eugene H. Stevens
John F. Monks
J. Spencer Dickerson
Lloyd H. Stock
Hathor C. Filson
George D. Patrencher
Lyman H. Leach
Harvey T. Colburn
William J. Rubber

John F. Monks

Assistance Business Manager at the Quadrangles

(Signed) Edward L. Byrnes, Chairman
(Signed) Lauris Ball, Vice-Chairman
(Signed) Harrison E. Burnard
(Signed) Frank McNair
(Signed) Albert P. Shaver.
It was moved and seconded that it is the sense of this Board that under the resolutions adopted heretofore, Messrs. J. Spencer Dickerson and Howard G. Grey are declared to be Honorary Trustees, and, a vote having been taken, the motion was declared adopted.

There being no other nominations, and sixteen Trustees being present and voting, ballots were distributed for the election of Trustees in Class 2 and for officers of the Board. The ballots were collected, counted and the Secretary of the Board reported that all the votes had been cast for the persons nominated.

Whereupon, the President of the Board declared the following persons had been elected as Trustees in Class 2, the term expiring with the annual meeting in 1955:

William Scott Bond
Cyrus S. Eaton
Charles M. Holden
Frank McKir

and the following persons had been elected to the respective offices for the term of one year and until their successors shall be duly elected:

President
First Vice-President
Second Vice-President
Third Vice-President
Treasurer
Corresponding Secretary

It was moved and seconded to appoint the following persons to the respective offices for the term of one year and until their successors shall have been appointed:

Business Manager
Comptroller
Assistant Business Manager
Assistant Business Manager at the Quadrangles
Assistant Comptroller
Assistant Secretary

and, a vote having been taken, the motion was declared adopted.

Mr. Sherer submitted the following report of the Chairman of the special committee on University Clinic for the period April 4, 1930, to June 10, 1930:

Honorary Trustees
Elected

Trustees, Elected

Officers, Elected and appointed
The special committee on University Clinics has not met since the last report covering the period ending April 5, 1930. The administrative affairs of the University Clinics are now subject to the jurisdiction of an Administrative Committee consisting of officers of the University and meeting weekly.

The university Clinics are feeling some of the effects of the general financial depression and income from patients is not as satisfactory in relation to the amount of work done as it was a year ago. The demand on the part of patients for services in the out-patient department is growing constantly, and income from this source is satisfactory. An increasing proportion of patients, however, are not able to pay the costs of hospital care and hospital income has been somewhat reduced. Our information is that this condition is more or less common to all medical institutions throughout this section of the country. In spite of this fact, the Clinics are operating well within the budget and the year will be closed with a surplus.

Since the last report the Bobs Roberts Memorial Hospital for Children with its out-patient department has been opened for the reception of patients. The first patients were admitted on May first and the demand for hospital and out-patient care of children has increased rapidly. This hospital was formally dedicated on June 9, 1930, and is in operation as an integral part of the University Clinics. The cornerstone of the Nancy Adele McElwee Memorial and the Gertrude Dunn Hicks Memorial were laid with appropriate ceremonies during May, 1930, and construction of these two units is progressing rapidly, the exterior stone work being almost completed. It is at present believed that these two units will be ready for occupancy about January 1, 1931. Construction of the new Chicago Lying-In Hospital is also progressing rapidly and it is believed that this hospital will be ready for occupancy early in 1931.

Under the authority of the Administrative Committee a survey of all food services has been made by a firm of experts and their report and recommendations will be available within a short time. It is believed that as a result of this survey the management of food services may be materially improved.

The internal administration of the Clinics is in process of re-organization by the appointment of a Superintendent of University Clinics and of an Assistant Superintendent and Chief Accountant. These officers will be responsible to the Director of University Clinics for the administrative (non-medical) affairs of the Clinics.

The opening of the Bobs Roberts Memorial Hospital for Children and the approaching completion of the Nancy Adele McElwee Memorial and the Gertrude Dunn Hicks Memorial, and the Chicago Lying-In Hospital make the matter of provision for a nurses' home one of extreme urgency.
The report was received and ordered placed on file.

The President of the University reported that the following contributions and grants had been received and recommended that they be accepted with a suitable expression of the appreciation of the Board:

- From Mrs. William H. Moore, 4 East Forty-fourth Street, New York City, a pledge of $25,000 to the work of the Oriental Institute, payable in September, 1950.
- From the National Research Council, a grant of $12,280 for investigation in the biology of sex under the direction of Dr. F. R. Lillie of the Department of Zoology.
- From the National Research Council, a grant of $9,400 for studies in the physiological chemistry of sex hormones under the direction of Dr. F. C. Koch of the Department of Physiological Chemistry.
- From an anonymous donor, a contribution of $1,000 for the support of work under the direction of Professor Kruus in the Department of Botany.
- From the National Research Council, an appropriation of $750 to Dr. W. D. Harkins in the Department of Chemistry for the purchase of a comparator for use in measuring spectrographic plates.
- From Mrs. R. R. Donnelley, a pledge of $500 payable in April, 1951, or prior thereto, toward the salary of Mr. Colwell of the Donnelley Department of New Testament for the year 1950-51.
- From the Sigma Alumnae Association, $300 to be used as a scholarship fund for the use of James Barton for the year 1950-51. It is the wish of the donors that their name shall not be mentioned to Miss Barton in connection with this scholarship.
- From an anonymous donor, $80 for the purchase of a Greek Church Manuscript for the Department of New Testament.
- From the Yale University Press, a gift of certain of their publications in the field of government and international relations, for the use of the Department of Political Science, in memory of William Howard Taft (B.A. Yale, 1870) and Arthur Twining Hadley (B.A. Yale, 1876).
- From Mrs. Frank R. Lillie, Faggi's Dante door, as a companion to the St. Francis door previously given by her, to be used in the proposed Art Building in a position to be approved by Mr. Shapley.
- From Mr. John Mills, Bell Telephone Laboratories, 460 West Street, New York City, three new pieces of apparatus for use in the work of Dr. Edmund Jacobson of the Department of Physiology.

Mrs. W. H. Moore
Mrs. R. R. Donnelley
Sigma Alumnae Association
Anonymous
Anonymous
Mrs. F. R. Lillie
John Mills
It was moved and seconded to accept the contributions and grants as tendered and to instruct the Secretary of the Board to extend to the donors the hearty thanks of the Trustees therefor, and, a vote having been taken, the motion was declared adopted.

The President of the University submitted the following report:

The Alumni Gift Fund Committee, including Mr. Lord Bell's special committee on the James Parker Hall Professorship, report contributions to date since the last report to the Board of Trustees on March 13, 1950, of $50,920.50, making the total amount of subscriptions to the Alumni Gift Fund $64,050.50.

The report was received and ordered placed on file.

The President of the University presented the following recommendations:

The following appointments are recommended:

Albert P. Brogan, of the University of Texas, as Visiting Professor in the Department of Philosophy for a period of five months beginning February 1, 1931, at a salary of $3,250 to be provided from the budget item for the salary of T. V. Smith who is to be out of residence.

Maurice Halbwachs, of the University of Strasbourg, as Visiting Professor of Sociology for one quarter beginning October 1, 1930, at a salary of $2,000 to be provided from the budget of the Department of Sociology.

Dr. Franz Alexander, of the University of Berlin, as a Visiting Professor in the Department of Medicine with precise title to be determined by the President, for one year from October 1, 1930, with a salary of $3,000 for the Autumn Quarter which has been pledged by the Rosenwald Fund, $2,000 for the Winter Quarter of which $2,000 is to be charged to University College, and such salary for the Spring Quarter as may hereafter be determined by the President.

George A. Works, formerly Dean of our Graduate Library School and now President of Connecticut Agricultural College, as Professor in the School of Education with an annual salary of $12,000, effective July 1, 1930. It is understood that the terms of Mr. Work's appointment by this Board on June 9, 1927, relating to retiring allowance, are renewed, except that the annual contributions of the University to the payment of premiums and any sums which the University is required to pay in making up the difference between the annuity and a retiring allowance of $5,000, are to be chargeable to the General Budget instead of to the budget of the Graduate Library School.
P. L. O. Guy, as Field Director of the Megiddo Expedition of the Oriental Institute, for a five year period, with an increase in salary from $5,000 to $6,000, effective July 1, 1930.

It was moved and seconded to make the appointments, all as recommended, and, a vote having been taken, the motion was declared adopted.

The President of the University reported the receipt of the following letter:

Dear President Hutchins:

June 2, 1930

On July 1 I shall conclude a six-month absence from the University for work with the General Education Board. I now wish to accept a proposal that I become an officer of that Board. Will you therefore, in my behalf, present to the Trustees of the University my resignation as of July 1, 1930? Will you also express to them my personal regards and constant good wishes? I am indebted to them for many personal kindnesses, as well as for the opportunity, through the University organization, to learn whatever I know regarding higher education.

Cordially yours,

(Signed) David H. Stevens.

It is recommended that the resignation be accepted and that the Secretary be instructed suitably to express the regret and good wishes of the Board.

It was moved and seconded to accept the resignation of Mr. David H. Stevens and to instruct the Secretary of the Board to express to him the regret and good wishes of the Board, and, a vote having been taken, the motion was declared adopted.

Upon recommendation of the President of the University,

It was moved and seconded to appropriate $15,000 from the Accumulated Income of Medical School Funds to be expended in the discretion of the President for special alterations and improvements in the medical building and for equipment, and, a vote having been taken, the motion was declared adopted.
It was moved and seconded that the contribution of $10,000 pledged by Dr. Joseph B. DeLee for general University purposes, and reported at the last meeting of the Board, be allocated to the current support of the University Clinics, and, a vote having been taken, the motion was declared adopted.

The President of the University submitted the following report:

Pursuant to the authority given to the President at the last meeting of the Board, the request of the Rosenwald Fund that it be permitted to make a survey of the University Clinics has been granted with the understanding that nothing shall be published as a result of the survey without the approval of the President.

The report was received and ordered placed on file.

Upon recommendation of the President of the University,

It was moved and seconded to grant traveling fellowships to members of the Medical School Faculty, payable from the anticipated surplus in the Medical School Budget of the current year and with the understanding in each case that the recipient will agree to render service to the University for at least one year after his return, as follows: Dr. S. W. Backer, $1,000; Dr. Paul C. Bucy, $2,500; Dr. Alexander Brunswig, $2,000; and Dr. C. B. Huggins, $1,000, and, a vote having been taken, the motion was declared adopted.

It was moved and seconded to grant leave of absence to Dr. C. B. Huggins, with salary, payable from the surplus of the current year, for eleven months beginning August 1, 1950, with the understanding that in case an application to the Rosenwald Fund for a fellowship for him is granted, the amount thereof shall be applied on his salary and on the traveling fellowship above granted, and, a vote having been taken, the motion was declared adopted.

The President of the University submitted the following report and recommendations:

Dr. P. C. Kronfeld of the Department of Surgery, if he had served continuously from the date of his appointment, would have been entitled to twelfth quarter vacation in the Autumn Quarter of 1950. He was absent without salary for seventeen weeks in 1929-30, when it was uncertain whether he would return to the University, and his right to twelfth quarter vacation was thereby deferred to the Winter of 1931. It is now recommended that eight and one-half weeks of his twelfth quarter vacation be allocated to cover the period from December 1, 1950, to January 29, 1951. This is with the understanding that the circumstances of the case are extraordinary, and that
This action is not to be regarded as a precedent for antedating vacations in other cases.

It was moved and seconded to antedate eight and one-half weeks of the twelfth quarter vacation of Dr. P.. C. Kronfeld to cover the period from December 1, 1929, to January 29, 1930, it being understood that the circumstances of the case are extraordinary and that this action does not constitute a precedent, and, a vote having been taken, the motion was declared adopted.

The President of the University presented the following recommendation:

It is recommended that the budget of the Oriental Institute for 1930-31, submitted herewith, be adopted, and that the President be authorized to make adjustments within the limits thereof and to make appointments, reappointments, and promotions and to enact increases in salary in accordance with the budget as submitted or as adjusted.

Oriental Institute Income

<table>
<thead>
<tr>
<th>Estimated Cash Balance, June 30, 1930</th>
<th>Estimated Income 1930-31</th>
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<tbody>
<tr>
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Oriental Institute Appropriations

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>$15,000</td>
</tr>
<tr>
<td>Archives Project</td>
<td>$10,000</td>
</tr>
<tr>
<td>Assyrian Dictionary Project</td>
<td>$15,000</td>
</tr>
<tr>
<td>Coffin Texts Project</td>
<td>$19,000</td>
</tr>
<tr>
<td>Epigraphic and Architectural Survey</td>
<td>$65,000</td>
</tr>
<tr>
<td>Megiddo Expedition</td>
<td>$155,000</td>
</tr>
<tr>
<td>Prehistoric Survey</td>
<td>$150,000</td>
</tr>
<tr>
<td>Kalila and Dimna Project</td>
<td>$100,000</td>
</tr>
<tr>
<td>Anatolian Expedition</td>
<td>$120,000</td>
</tr>
<tr>
<td>An Expedition</td>
<td>$47,075</td>
</tr>
<tr>
<td>Publications</td>
<td>$12,290</td>
</tr>
<tr>
<td>Purchases</td>
<td>$50,000</td>
</tr>
<tr>
<td>Contingent</td>
<td>$79,895</td>
</tr>
<tr>
<td>Total</td>
<td>$40,120</td>
</tr>
</tbody>
</table>

Oriental Institute Budget

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<tr>
<td>Total</td>
<td>$40,120</td>
</tr>
</tbody>
</table>
It was moved and seconded to adopt the budget for the Oriental Institute for 1950-51 as submitted, and to authorize the President of the University to make adjustments within the limits thereof and to make appointments, reappointments, and promotions, and to enact increases in salary in accordance with the budget as submitted or as adjusted, and, a vote having been taken, the motion was declared adopted.

The President of the University reported the receipt of the following letter:

My dear President Hutchins:

At a meeting of the General Education Board held May 22, 1930, the officers presented the proposal dated November 5, 1929, from Vice-President Woodward, submitted with your approval, for assistance in placing bacteriology and anatomy on a premedical basis, and involving the following sums:

<table>
<thead>
<tr>
<th>Department of Hygiene and Bacteriology:</th>
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<tbody>
<tr>
<td>Building and endowment for upkeep</td>
</tr>
<tr>
<td>Increase in budget of $50,000, capitalized</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Department of Anatomy:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building and endowment for upkeep</td>
</tr>
<tr>
<td>Increase in budget of $27,000, capitalized</td>
</tr>
</tbody>
</table>

I desire to notify you that the executive officers were authorized in their discretion to commit the Board to an appropriation to the University of Chicago of $1,000,000 toward $2,000,000 for the construction, equipment, and endowment for upkeep of two buildings, one for the Department of Hygiene and Bacteriology and one for the Department of Anatomy (approximately $1,000,000 for each building will be required), it being understood that the Board's appropriation shall become binding in equivalent amount when the University shall have received pledges equaling $600,000, for one-half the estimated cost of either building, and shall become binding in full when the University shall have received pledges aggregating $1,000,000 for either or both buildings. Payment by the Board will be made in accordance with the terms of a pledge to be sent you by the officers. This action was taken with the
understanding that when the buildings are ready for operation the University will provide adequately for the budgets of both departments. In the near future I shall send you a form of pledge to cover the Board’s action for your approval.

(Signed) W. W. Brierley

It was moved and seconded to instruct the Secretary of the Board to express suitably to the General Education Board the University’s appreciation for their pledge towards the buildings for the departments of Hygiene and Bacteriology, and Anatomy, and, a vote having been taken, the motion was declared adopted.

The President of the Board stated that the Comptroller has pointed out that the University was begun forty years ago and that Messrs. M. A. Ryerson and Felsenthal have been members of the Board since the beginning.

It was moved and seconded to spread upon the minutes of the Board an expression of the deep gratitude of their fellow Trustees for the long service of Messrs. M. A. Ryerson and Felsenthal on the Board, and, a vote having been taken, the motion was declared adopted.

The President of the Board presented the following communication:

John D. Rockefeller,

Removal of all Restrictions on Gifts of

M.A. Ryerson

E.B. Felsenthal

#16 - Board of Trustees

June 12, 1950

understanding that when the buildings are ready for operation the University will provide adequately for the budgets of both departments. In the near future I shall send you a form of pledge to cover the Board’s action for your approval.

(Signed) W. W. Brierley

It was moved and seconded to instruct the Secretary of the Board to express suitably to the General Education Board the University’s appreciation for their pledge towards the buildings for the departments of Hygiene and Bacteriology, and Anatomy, and, a vote having been taken, the motion was declared adopted.

The President of the Board stated that the Comptroller has pointed out that the University was begun forty years ago and that Messrs. M. A. Ryerson and Felsenthal have been members of the Board since the beginning.

It was moved and seconded to spread upon the minutes of the Board an expression of the deep gratitude of their fellow Trustees for the long service of Messrs. M. A. Ryerson and Felsenthal on the Board, and, a vote having been taken, the motion was declared adopted.

The President of the Board presented the following communication:

M.A. Ryerson

E.B. Felsenthal

John D. Rockefeller,

Removal of all Restrictions on Gifts of
June 12, 1950

Mr. Harold H. Swift,
The University of Chicago,
Chicago, Illinois.

Enc.
To Board of Trustees
June 12, 1930

The University of Chicago,
Chicago, Illinois.

Gentlemen:

On various occasions in the past I have made contributions to your endowment funds; in some instances these contributions were designated for special uses. I am realizing increasingly that it is unwise to make gifts in perpetuity unless in the broadest terms and for the most general purposes. Irrespective of any conditions or limitations attaching to any gifts made by me to your endowment funds, insofar as I am concerned you are at liberty to use any or all of such gifts in your discretion in line with the following statements:

Any gifts which I have made to your endowment funds are to be regarded as dedicated to the promotion of education in its broadest sense. While these gifts were made to you because at the time I believed you to be the instrumentality through which they could be most wisely used for the promotion of education, the situation may change and if at any time, in your judgment, the broad purpose of these gifts as here set forth can best be carried out by turning them over, in whole or in part, to any other institution or institutions, you are at liberty to do so. If you should ever feel that your work is done, you are at liberty to give the sums contributed by me to your endowment funds, in whole or in part, to any institution or institutions which in your judgment will wisely and effectively use them for the promotion of the purpose to which they are dedicated. If you should...
ever feel that your interests can best be served by entering into some alliance or merger with some other institution or institutions, the new institution thus created will be free to use these sums in any way which in its judgment will best promote the purpose to which they are dedicated.

The income from these sums may, as far as I am concerned, always be used in such manner as those at the time charged with the responsibility of its expenditure feel will best promote education in its broadest sense.

In writing this letter I realize, of course, that the title, legal and equitable, to all sums given by me to your endowment funds is in you. My only wish is to make it clear that such use, indicated above, of the sums so given has my full approval even though it may be inconsistent with any understanding we had at the time my gifts were made.

Yours very truly,

John D. Rockefeller
It was moved and seconded to instruct the Secretary of the Board to write to Mr. John D. Rockefeller, Jr., asking him to express to his father the deep appreciation of the Board for the helpful cooperation of the Founder of the University in broadening and redefining the terms of his gifts to the University for endowment, and, a vote having been taken, the motion was declared adopted.

The President of the Board called attention to the fact that the General Education Board, during the time when Mr. Arnett was Vice-President and Business Manager of the University, had provided an appropriation of $25,000 for the purpose of making a survey of the University and its administration. He stated that this survey was now in progress under the direction of Professor Floyd W. Reeves and suggested the advisability of the appointment of a committee to consider any suggestions or recommendations which may emerge as a result of the survey.

It was moved and seconded to authorize the President of the Board to appoint a special committee to receive and consider any recommendations from Mr. Reeves in connection with the survey of the University or from administrative officers for improvement of the administration of the University, and, a vote having been taken, the motion was declared adopted.

The Business Manager presented the following communication:

It is recommended that the following authorities be granted to sign checks and warrants on behalf of the Vice-President and Business Manager to be effective from June 12, 1950, until the next annual meeting of the Board of Trustees or until the appointment of their successors, such authorities to be subject to revocation by the Vice-President and Business Manager, or by the Chairman of the Committee on Finance and Investment, or by the Board of Trustees.
(1) To John F. Moulds, Lyndon H. Lesch, William J. Mather and W. B. Harrell to sign checks drawn on all the general and special bank accounts of the University.

(2) To A. F. Cotton to sign checks drawn on the Wage Account (Account No. 4 Continental Illinois Bank and Trust Company).

It was moved and seconded to authorize the following persons to sign checks drawn on all the general and special bank accounts of the University: John F. Moulds, Lyndon H. Lesch, William J. Mather, and W. B. Harrell; and to authorize A. F. Cotton to sign checks drawn on the Wage Account, all effective until the next annual meeting of the Board of Trustees or until the appointment of their successors, such authorities to be subject to revocation by the Vice-President and Business Manager, or by the Chairman of the Committee on Finance and Investment, or by the Board of Trustees, and, a vote having been taken, the motion was declared adopted.

The Business Manager presented the following communication:

It is recommended that authority be granted to George O. Fairweather, Lyndon H. Lesch, and W. B. Harrell to sign orders on behalf of the Vice-President and Business Manager jointly with the Treasurer, or his duly authorized representative, for the withdrawal of securities held by the University in the custody of the Northern Trust Company effective as of June 12, 1950.

If this recommendation is approved the attached resolution should be adopted.

It was moved and seconded to adopt the following resolution:

Resolved that George O. Fairweather, Lyndon H. Lesch, and W. B. Harrell be and they are hereby authorized to sign orders on behalf of the Vice-President and Business Manager of the University of Chicago jointly with the Treasurer, or his duly authorized representative, for the withdrawal of securities held by the University in the custody of the Northern Trust Company, to be effective from June 12, 1950, until the next annual meeting of the Board of Trustees, or until the appointment of their successors, such authorities to be subject to revocation by the Vice-President and Business Manager, or by the Chairman of the Committee on Finance and Investment, or by the Board of Trustees, and, a vote having been taken, the motion was declared adopted.

The Business Manager presented the following communication:
It is desirable to add the name of W. B. Harrell to the list of individuals authorized to have access to the University's safety deposit box. To make this effective, it is recommended that the appended resolution be adopted.

It was moved and seconded to adopt the following resolution:

Whereas, it is desirable that The University of Chicago have for certain important papers a safety deposit box, therefore, be it

Resolved that Lloyd R. Steere, George O. Fairweather, Lyndon B. Leach, Hortense Friedman and W. B. Harrell be and they are hereby authorized to obtain access jointly one with any other to the safety deposit vault in the vaults in the Michigan and Adams Safety Vaults standing in the name of The University of Chicago subject to the rules and regulations of the deposit company, such authorization to take effect as of June 12, 1950, and that the rent of such box be ratified and approved, such authorities to be subject to revocation by the Board of Trustees,

and, a vote having been taken, the motion was declared adopted.

The Business Manager presented the following communication:

At the meeting of the Board of Trustees held May 8, 1950, the President of the University reported a gift from Dr. Joseph B. DeLee of $10,000 for the purpose of naming a lecture room in the Department of Obstetrics and Gynecology in the Chicago Lying-In Hospital in honor of his sister, Dora DeLee. A copy of the letter of gift received from Dr. DeLee is presented herewith and it is recommended that it be approved and that the officers of your Board be authorized to execute and deliver the same in accordance with its terms.

This agreement made and entered into this day of June, 1950, by and between Doctor Joseph B. DeLee, hereinafter called the 'Donor' and The University of Chicago, a corporation hereinafter called the 'Donee', witnesseth as follows:

The Donor agrees to give and the Donee agrees to receive the sum of Ten Thousand Dollars ($10,000) in cash, or acceptable securities, for the following purposes and upon the following terms and conditions:

1. The said gift shall be given for general University purposes and the said sum, or acceptable securities, of the fair market value of said sum on the date of delivery, shall be given by the Donor or before the day that the Chicago Lying-In Hospital (affiliated with the Donee) shall be officially opened for the reception of patients therein;
2. The Donee agrees, in consideration of such gift, to accord and permit the Donor the right to name a lecture room in the new obstetrics and gynecologic department connected with the said Chicago Lying-In Hospital by the name of "Dora DeLee Hall";

3. Such lecture room shall bear a suitable inscription carrying its name, and there shall be installed in the same either a bas-relief or portrait of Dora DeLee (the sister of Donor), which shall be furnished and paid for by the Donor;

4. The Donor shall have the right to alter the structural and decorative plans and features of said Dora DeLee Hall, subject always to the approval of the Donee, and the Donor shall pay any excess of cost involved in such alteration or change over and above the amount appropriated for the construction and decoration of such lecture room in the ordinary course of the building thereof by the Donee.

5. If said Dora DeLee Hall shall be discontinued at any time hereafter as a lecture room, the name "Dora DeLee Hall" shall thereupon be conferred and given by the Donee to some suitable portion of the medical school conducted by the Donee or under its auspices;

6. The Donee accepts the said gift from the Donor upon all of the terms and conditions hereinafore set forth, and this agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and affiliates.

In Witness Whereof, the Donor has hereunto set his hand and seal, and the Donee has caused this instrument to be executed by its President and attested by its Secretary and its corporate seal to be hereunto affixed, pursuant to authority given by its Board of Trustees.

(Signed) Joseph B. DeLee, M.D.

The University of Chicago

By President of its Board of Trustees.

It was moved and seconded to approve the agreement with Dr. Joseph B. DeLee as set forth above, and to authorize the officers of the Board to execute and deliver the same in accordance with its terms, and, a vote having been taken, the motion was declared adopted.

The Business Manager presented the following communication:

There is being presented by the President at this meeting a report of a gift of $36,000 from Mrs. Anne L. Raymond subject to certain conditions which include the reservation of the right to receive an annuity and a provision for an acceptance of the securities at a designated amount. I desire to report that the Committee on Finance and Investment by informal action recommends the acceptance of this gift in accordance with the terms set forth.
To the Trustees of the
University of Chicago

I wish to make a gift to the University of Chicago of the sum of $56,000. The gift is to be composed partly of Liberty bonds, partly of municipal bonds, and partly of Commonwealth Edison stock. The Liberty bonds are to be taken at par. The municipal bonds are to be taken at market. The Commonwealth Edison stock is to be taken at $520. If figured on this basis, the total is not $56,000. I will make up the difference in cash. This sum is to be so invested as to produce an income of $1,800 a year and so long as interest rates do not vary substantially from what they are at the present time, the income to be provided from this fund shall not be less than $1,800 a year.

The purpose of this gift is to create in the Law School of the University of Chicago three scholarships of $600 per annum each to be known as the James Nelson Raymond Scholarships. These scholarships are to be awarded in the discretion of the Dean to those students who are in need of financial assistance and who by reason of their intellectual abilities, strength of character, personal qualities and other similar factors seem to him most worthy of assistance.

I reserve the right to receive from the University during my life an income of $1,800 per year from the $56,000 above mentioned. I am to be entitled to this income upon giving three months notice of my desire to receive it.

Some time last year I gave to the University for the Law School the sum of $50,000 as a library fund. It was and still is my desire that the income from this fund should amount to $1,500 a year. If it is necessary to change the form of the investment in order to attain this end, the University is requested so to do and I wish the same conditions as to the amount of income produced from this library fund should be held to apply to it, as I have already mentioned with regard to the income from the proposed gift herein made. I also desire that the difference in income during the current year between $1,500 and the amount actually received from the library fund should be made up to the Law School.

If you desire to accept the $56,000 upon the conditions mentioned in this letter, will you be good enough to indicate your acceptance thereof. Very cordially yours,

(Signed) Anna L. Raymond.

It was moved and seconded to accept the gift of $56,000 from Mrs. Anna L. Raymond in accordance with the terms set forth in her letter of June 5 to the University, and to instruct the Secretary of the Board to extend to her the hearty thanks of the Board, and, a vote having been taken, the motion was declared adopted.
The Business Manager presented the following communication:

Provision has been made in the budget for the fiscal year ending June 30, 1951, for the following increases of salary:

Lester S. Ries, Superintendent of Buildings and Grounds, from $6,000 to $7,000; and Hortense Friedman, from $4,500 to $5,000. It is recommended that the Business Manager be authorized to make these increases effective as of July 1, 1950.

It was moved and seconded to authorize the Business Manager to make the increases in the salaries of Lester S. Ries and Hortense Friedman respectively from $6,000 to $7,000, and from $4,500 to $5,000 both effective July 1, 1950, and, a vote having been taken, the motion was declared adopted.

The Business Manager presented the following communication:

In connection with the operation and maintenance of the steam and electrical conduit tunnel of the University passing through property under the jurisdiction of the South Park Commissioners, it will be necessary from time to time to secure from the South Park Commissioners permits to open manholes, streets and planting space. In this connection the Commissioners require a bond of indemnification in the penal sum of $10,000 to be filed with them. It is recommended that your Board authorize the execution of a bond to the South Park Commissioners in the penal sum of $10,000 for this purpose and that there be adopted the attached resolution.

It was moved and seconded to authorize the execution of a bond to the South Park Commissioners in the penal sum of $10,000 in order to have access to the steam and electrical conduit tunnel of the University passing through property under the jurisdiction of the South Park Commissioners, and to adopt the following resolution:

Resolved, that the President or any Vice-President of the Board of Trustees, together with the Secretary or an assistant Secretary of the Board of Trustees, be and they are hereby empowered to execute and deliver on behalf of The University of Chicago a bond in such form as such officer or officers may approve in the penal sum of Ten Thousand Dollars ($10,000) to South Park Commissioners, a Municipal Corporation, in connection with the issuance of permits to The University of Chicago to open manholes, streets and planting spaces in the properties under the jurisdiction of the South Park Commissioners,

and, a vote having been taken, the motion was declared adopted.

Lester S. Ries
Hortense Friedman

Authorization of Execution of Bond to South Park Commissioners
The Business Manager presented the following communication:

For purposes of record it is recommended that the following contracts and agreements heretofore presented to the Board either by referendum or in the form of a digest be spread in extenso on the official minutes of the Board of Trustees:

1. Agreement between the University and the Home for Destitute Crippled Children dated January 19, 1928. This agreement was approved by the Board on January 4, 1928, and a digest of the agreement was presented on May 4, 1950.

2. Contract of affiliation between the University and the Country Home for Convalescent Children dated June 7, 1927. Approval of this contract was voted by the Board on May 14, 1927.

3. Agreement between the University and the Chicago Lying-In Hospital and Dispensary dated January 1, 1927. This agreement was ratified by the Board on November 8, 1928.

4. Agreement between the University and Provident Hospital and Training School Association dated October 24, 1929. This agreement was presented in digest form to the Board and approved by the Board on October 10, 1929.

Hereafter it is proposed to place the full contract or agreement on the official record of the meeting of the Board at which the contract or agreement in question was approved. The approval of the Board of the above recommendations is requested.

It was moved and seconded to approve the recommendations of the Business Manager and to record in these minutes the contracts and agreements suggested, and, a vote having been taken, the motion was declared adopted.

#23 - Board of Trustees
June 12, 1930
Memorandum of agreement, made this nineteenth day of January, A.D., 1928, by and between THE UNIVERSITY OF CHICAGO, a corporation organized and existing under and by virtue of the laws of the State of Illinois, of Chicago, Illinois (hereinafter referred to as the "University"), party of the first part, the HOME FOR DESTITUTE CRIPPLED CHILDREN, a corporation organized and existing under and by virtue of the laws of the State of Illinois, of Chicago, Illinois, (hereinafter referred to as the "Home"), party of the second part, and ELIZABETH S. MC ELWEE, of Chicago, Illinois, party of the third part, witnesseth that:

In consideration of the promises and of the mutual covenants, undertakings and agreements of the parties hereto, it is hereby mutually understood, covenanted and agreed as follows:

1. The University on its part agrees:
   a) To build and equip a building in the form of two wings or sections with beds for at least one hundred patients for a hospital for crippled children according to plans and specifications approved by the parties hereto upon land to be provided by the University in immediate connection with and east of the present main hospital building of the University, or upon a site equally acceptable to the Home, and to Elizabeth S. McElwee. The University agrees to use toward the erection and furnishing of one wing or section of said new building the sum of Three Hundred Thousand Dollars ($500,000.00) heretofore donated to it by Gertrude Dunn Hicks, and also to use for the erection and furnishings of the other wing or section of said building the further sum of Three Hundred Thousand Dollars ($300,000.00) to be given by Elizabeth S. McElwee to the Home in accordance with her undertaking as hereinafter set forth, and to be contributed by the Home for the purposes herein set forth.

   The full amount of said gift is to be deposited with the University or with some responsible trust company in the City of Chicago at or prior to the date when the University shall certify to the Home that it is prepared to enter into contracts for the construction and equipment of said sections or wing of said building and thereafter such deposit shall be available to the University to meet the costs of the construction and equipment of said wing or section of said building. The University agrees to lease to the Home the ground under and appurtenant to said wing or section of said building, the cost of which is to be debited from said sum of Three Hundred Thousand Dollars ($300,000.00) provided by the said Elizabeth S. McElwee; and the form of said lease shall
be substantially in the form of the lease document hereto attached marked Exhibit A.

It is understood that names selected by the two donors above mentioned shall be appropriately marked on the respective wings or sections of said building, the marking on behalf of the donation of Elizabeth S. McElwee to be "Elizabeth S. McElwee Memorial." It is further understood that any memorial features, monuments or inscriptions at present existing in the present building of the Home, including endowed wards, beds, etc., are to be transferred and reestablished in said new building, under the same names, conditions and terms as they now exist in the present Home for Instructed Crippled Children.

b) To nominate for appointment by the Home the medical staff of the Home, it being understood that such staff is to consist of the members of the teaching corps of the University and of residents, assistant residents, interns, and dispensary assistants, nominated by the University and appointed by the Home; it being further understood and agreed that appointments to the medical staff of the Home shall run concurrently with the University appointments and that appointments may be removed only by joint action of the University and of the Home. The said staff shall have the exclusive right to render medical service within the Home, provided however, that any physician, not a member of the staff, may be called in for consultation for any patient. The medical staff of the Home as above provided shall have the full and exclusive right, consistent with the welfare of the patients, to use all of the patients in the Home for study and clinical instruction.

c) To provide suitable quarters for nurses engaged in service in the hospital building herein referred to but subject to the terms of paragraph "d" following.

d) To provide the following services on the basis of actual cost to it, together with reasonable prorata charge for overhead expenses:

- Administration, maintenance and repairs
- Nursing service and supervision
- Storeroom and purchasing service
- Steam for heating
- Live steam for sterilizers
- Electricity, except for those working in the Home purchased from commercial sources
- Social service and supervision
- Meals for such staff and employees as are entitled to meals.
Board of Trustees

June 14, 1950

Services of electricians, mechanics and Buildings
and Grounds maintenance employees

Quarters for such employees as are to be provided
with maintenance, but for whom quarters are not
provided in the hospital building.

Food service from kitchens

Photographic and X-ray department service

Operating room service

Pharmacy service

e) To pay all salaries of the teaching members of the
staff, provided that if the dispensary be put on a self-
supporting basis salaries of dispensary assistants may be
charged to this source of income.

f) To provide all professional care of patients, except
private patients in the Home, including consultations by
members of other departments in the University and
including laboratory work incidental to the care of such
patients; it being understood that the University shall
be entitled to charge patients who may be able to pay for
all or a part of such services, according to rules agreed
upon between the Home and the University. Nothing in
this clause is to be interpreted as interfering with the
reasonable and customary charges to be made for professional
services to private patients.

g) To provide all movable equipment, supplies and other
expenses in connection with investigation, teaching and
departmental administration, it being understood that such
equipment as may be provided by the University shall remain
the property of the University.

The building, wing, or section of building to be erected
with the funds herein provided by Mrs. McElwee shall be
and remain the property of the Home, and in the event of
any default of the University in any of the provisions of
this contract or the lease referred to therein and the
continuance of such default for six months after the Home
has given to the University notice of such default the
Home shall be entitled to exclude the University; from all
its rights in this building under this contract and said
lease, and to continue to use said building as a home for
destitute crippled children and to occupy the land upon
which said building is situated upon the payment of one
dollar rental per year for the full term of said lease.
II. The Home on its part agrees:

a) To operate and maintain the building herein referred to as a hospital for crippled children.

b) To assume full financial responsibility for the management and maintenance of said building and grounds appurtenant thereto and of the hospital services therein performed and of the care of patients. Such responsibility which the Home assumes will include the full cost for all services, administrative, nursing and otherwise, within the Home and the prorata share of the cost of such services as may be furnished to it upon request of the Home in common with other hospitals and divisions of the University except that the Home's responsibility to provide salaries for the medical staff shall be limited to the salaries of the resident staff (internes, assistant residents and residents) and to such salaries for dispensary assistants as may be borne out of dispensary income. The Home will further assume full responsibility for renewal and replacement of all furnishings, hospital equipment, bedding and other materials used in the care of patients in the Home and necessary to maintain the Home as a modern hospital for the care of crippled children, it being understood, however, that this provision shall not apply to furnishings, equipment and material furnished by the University for purposes of teaching and research.

c) To establish and maintain the internal organization and administration of the hospital in accordance with the most efficient and modern methods of hospital management and in harmony with the plans and organization of the University. To this end it is understood that the Home will appoint administrative officers only upon the nomination of the University, it being understood, however, that the Home reserves the right to refuse appointment to or to terminate the appointment of any person so nominated to it who is not, or no longer continues to be, satisfactory to the Home.

d) To cooperate with the other hospitals in the group of the University hospitals under the designation "University Clinics" for the proper co-ordination of the use of all hospitals in the group in the teaching activities of the University. It is further understood that in order to insure proper co-ordination as aforesaid, all of the said hospitals, including the Home, shall be under the general supervision of a Director of University Clinics appointed by the University, provided, however, that in all
matters affecting the internal management of the Home as such the said Director of the University Clinics shall be subject to the Board of Directors of the Home.

e) That the Home will be entitled to representation on any Board of University Clinics which may be formed or in any conference on questions of interest to the institutions constituting the group.

f) That nothing in this agreement contained shall be held to in any manner change the character, powers or incorporation of the Home and it shall remain a corporation separate and distinct from the University.

g) That the Home is not to charge for professional services it being understood that such proper charge as the Home permits are to be made either by the University or by individual physicians; and that the Home may charge for hospital services except for professional services of the medical and surgical staff.

h) That it is to maintain as a place for clinics and as a free dispensary in connection with the work of the Home its present building known as the Nancy McElwee Memorial; and that said building shall remain in its present location and be there operated as a free dispensary and as an emergency hospital for the care of destitute crippled children. And that there shall be applied to the maintenance of said Nancy McElwee Memorial in this paragraph referred to all income from the gift lately made to the Home by Robert H. McElwee in his last will; and that the Home will provide such further funds as may be necessary to operate and conduct said Nancy McElwee Memorial in the manner above indicated. The amount now estimated to be sufficient to operate said Nancy McElwee Memorial is not to exceed Ten Thousand Dollars ($10,000.00) per annum. The University will furnish proper medical attendance at the Nancy McElwee Memorial Building referred to in this paragraph in the same manner as at the main hospital building of the Home to be established hereunder.

i) That it will make appointments to the medical staff of the Home only of persons nominated to it by the University, as heretofore set forth.

III. Elizabeth S. McElwee on her part, for herself, her heirs, executors, and administrators agrees:

a) To contribute to the Home for the purposes herein set forth, on or before January 25th, 1928, the sum of Three Hundred Thousand Dollars ($300,000.00) in cash and/or securities, it being understood that such securities shall be acceptable to the University and shall be credited
at their market value on the date of delivery thereof; it being further agreed that the said cash and the proceeds of the said securities are to be used toward the erection and furnishings of the wing or section of the new building herein referred to; it being further understood that a designation "Nancy Adele McElwee Memorial" shall be placed in an appropriate location on said wing or section of said new building.

IV. It is mutually understood, covenanted and agreed by and between the University and the Home as follows:

a) That on or before the date of the completion of the building herein referred to, the Board of Directors of the Home shall be so constituted as to provide for adequate representation therein of persons nominated to the Home by the University.

b) That upon the completion of the erection and equipment of said building the University shall turn over the said building to the Home to be used, operated and maintained by the Home in accordance with the terms of this instrument.

c) That the Home is to use and occupy continuously all the premises referred to for the purposes set forth in this instrument, and shall pay to the University as rental of the premises known as the Gertrude Dunn Hicks wing or section of said building, the sum of $1.00 per annum in advance, (in addition to the ground rent) of the "Nancy Adele McElwee Memorial" wing or section of said building provided for in the lease hereto attached and marked "Exhibit A") beginning on the date when said building is turned over to the Home, and that the University shall have the exclusive right to use and occupy the said premises for its professional teaching and nursing staffs in accordance with the terms of this instrument. It is understood and agreed that the leases of the Gertrude Dunn Hicks wing or section of said building shall terminate on the same date as the said ground lease of the Nancy Adele McElwee Memorial wing or section of said building whether said ground lease shall be terminated by lapse of time or otherwise.

That it is contemplated that the Home will utilize the said premises substantially to the capacity thereof in order that the purposes of the Home to provide for the care and for the physical improvement and general welfare of crippled children, and also that the purposes of the University in medical education, training and research in the said premises and under the terms herein, may be carried out to the fullest extent possible. In the event, however, that the capacity of the Home to receive
patients in the said premises shall not be utilized to the extent of 50%, and such partial utilization should continue at any one time for a period of six months, then the University may at its election, and after thirty days written notice thereof, use and occupy all or any part of the remaining capacity of the said premises for the same purposes without the payment of rent therefor, provided however that at all times preference in admission of patients shall be given to the Home. In the event such partial utilization by the Home as aforesaid should continue for a period of two years after such notice as hereinafter mentioned, then the University shall have the further right at its election either, (1) to introduce other patients; or, (2) to terminate this lease making the date of termination at least three years in advance, and by paying to the Lessee upon the full and complete and peaceable surrender of the premises, and at the time said termination is to take effect, an amount equal to the replacement cost of said building, which has been erected by the Lessee, less depreciation on said building at the rate 2% per annum up to the time such termination is to take effect.

In the event Lessor and Lessee shall not agree upon the amount to be paid Lessee by Lessor, then such amount shall be ascertained by a Board of Appraisal, consisting of three licensed architects who shall have engaged in the practice of architecture in the City of Chicago for the ten years next preceding the time of their appointment, which Board shall be selected in the same manner and shall have the same powers as the Board of Arbitrators hereinafter provided.

d) That the Home will keep the said premises in a constant state of repair and will also keep the said building and the equipment therein up to the standard and efficiency adopted and enforced by the University in its hospital units; and will further keep and maintain said premises in accordance with all laws and requirements of public authority, the Chicago Board of Underwriters, and any and all other authorities, public and otherwise, having jurisdiction of the said premises for any purpose whatsoever, and the University agrees upon the request of the Home to furnish all labor and materials necessary to carry out the requirements in this paragraph contained at cost thereof to the University including reasonable overhead charges.

e) That the Home will keep said building and the contents thereof insured against loss by fire and windstorm for not less than 80% of their full insurable value above foundation in companies satisfactory to the University, and in default thereof the University may at its option procure such insurance at the expense of the Home. In the event
of any damage to the said premises it is understood that all insurance moneys received shall be made available to the Home for the expenses of repairing such damage.

f) That the Home will pay all taxes, special or general, and all other impositions of any kind or nature whatsoever in any way imposed upon the said premises or any part thereof.

g) That the Home will not incumber or suffer to be in-
cumbered its interest or that of the University in and to the said premises, and that it will indemnify and save harmless the University from any charges, costs, damages and claims, including reasonable attorneys fees incurred by or imposed upon the University without any fault on its part, by or on account of any use of the said premises made by the Home or avowed to any commerce through any connection with the Home any harm with the said premises or in any manner resulting from this contract.

h) That the Home will not assign or sublet any of its

rights or interests under this agreement or any interest in the said premises or any part thereof.

i) That the plans for said building or buildings shall be promptly prepared by the University and that the building or buildings shall be erected and equipped by the University with all reasonable diligence, and that the obligations of the University and the Home with respect to the use and occupation of said building or buildings, and all matters connected therewith, as set forth in this instrument, shall become binding and effective on the date when said building or buildings are completed and ready for use as aforesaid.

j) That this agreement and the obligations of the Home hereunder shall continue to be in full force and effect as long as there shall be no default therein; and in the event of any default in any of the covenants, conditions, and terms hereof and, should such default continue for a period of six months after notice of such default is given, by one party to the other, then the party serving such notice may, at its option, terminate all of the rights and interests of the offending party under this contract by serving upon it a written notice of such termination. The University, also at its option, may carry out any of the said covenants, conditions and terms which may be in default on the part of the Home and any charge the cost thereof to the Home, which cost, together with reasonable
It shall be sufficient for the service of any notice upon the Home if such notice is delivered to one of the executive officers at said Nancy Adele McElwee Memorial Building, University of Chicago Campus, Chicago, Illinois, or if sent by registered mail, postage prepaid, addressed to the Home at the same address, and for service of notice upon the University it shall be sufficient if such notice be delivered to one of the executive officers of the University at 189 East Madison Street, Chicago, Illinois, or be sent by registered mail, postage prepaid, addressed to the University at the same address. Either party may furnish to the other party in writing an address in the City of Chicago for the purpose of receiving notices, receipts of which was acknowledged by the other party, in lieu of the address herein specified.

k) That all questions arising under this instrument which cannot be settled by agreement of the parties hereto shall be decided by a board consisting of three disinterested persons to be selected as follows: Either party hereto may name an arbitrator and notify in writing the other party of the selection, whereupon such other party shall, within twenty (20) days after receiving such notice, select a second arbitrator, and notify in writing the first party of such selection, and the two arbitrators so appointed shall select a third. In the event that either party shall fail to select the second arbitrator and give notice of such selection within twenty (20) days as hereinafore provided, the party selecting the first arbitrator shall thereupon have the right to select a second arbitrator, which selection shall have the same force and effect as if such selection had been duly made by the other party. In the event that the two arbitrators selected shall be unable to agree upon the third arbitrator, then thirty days after the selection of the second arbitrator, either party hereto, upon giving ten (10) days notice in writing to the other party, and to the arbitrators already appointed, may apply to any judge of any court having chancery jurisdiction within the County of Cook, State of Illinois, for the appointment of a third arbitrator, and any arbitrator appointed by any such judge upon such application shall have the same powers and duties as if selected by the two arbitrators first selected. Said Board of arbitrators shall report, within thirty days after the question or questions to be arbitrated have been submitted to them, their findings in writing, signed by not less than two arbitrators. Their decision shall be binding and conclusive upon the parties hereto. The cost of such arbitration and expenses of said arbitrators shall be borne equally by the parties hereto.
In Witness Whereof the party of the first part and the party of the second part hereto have caused these presents to be executed by their respective officers thereunto duly authorized and the party of the third part has hereto set her hand and seal, all on the day and year first above written.

ATTEST:

THE UNIVERSITY OF CHICAGO

By (Signature) HAROLD H. SWIFT
President of its Board of Trustees

ATTEST:

THE HOME FOR INSTITUTED CRIPPLED CHILDREN

By (Signature) ROBERT F. CARR
President.

(Seal)

ELIZABETH N. MCELWEE

This indenture made this day of January, A.D., 1928, by and between THE UNIVERSITY OF CHICAGO, a corporation created and existing under and by virtue of the laws of the State of Illinois, of Chicago, Illinois, (hereinafter sometimes called "Lessor"); party of the first part, and the HOME FOR INSTITUTED CRIPPLED CHILDREN, a corporation created and existing under and by virtue of the laws of the State of Illinois, of Chicago, Illinois, (hereinafter sometimes called "Lessee"); party of the second part, Witnesseth as follows:

Lessee in consideration of the rents, the right of possession and use as herein provided, and all the covenants, conditions and terms herein contained to be kept, observed and performed has demised and leased and by these premises demises and leases to Lessor the ground under and appurtenant to a certain structure known as the NANCY ADELS MC ELWEE MANSION, the said ground being situated in the City of Chicago, County of Cook and State of Illinois, and being legally described as follows:

Subject to all existing questions of title, questions of survey, taxes and special assessments, before 1928.
To have and to hold the above described premises with the
rights, privileges and appurtenances thereto belonging unto
Lessee for and during the term of Ninety-nine (99) years
commencing on _______ , unless said term shall be sooner terminated as hereinafter
provided.

Lessee covenants to pay to Lessor for said demised premises,
rental as follows: The sum of Ninety-nine Dollars ($99.00)
payable in ninety-nine (99) equal installments of one Dollar ($1.00) each on the 1st day of
of each and every
year of said term, commencing ___

Lessee covenants that it will use and occupy the demised
premises and such building as may be hereafter erected thereon
for a Home, hospital and dispensary for crippled children and
in accordance with the terms of a certain agreement dated ________

between the parties hereto and that it will not use or permit
said premises to be used for any purpose or use in violation
of the laws of the United States, State of Illinois, or the
ordinances of the City of Chicago.

The building, wing or section of a building to be erected
with the fund provided by Mrs. McElree, shall be and remain
the property of the Home, and in the event of any default in
any of the provisions of this lease or the contract referred
thereto, and the continuance of such default for six
months after notice of such default, the Home shall be
entitled to exclude the University from all its rights in
said building under this contract and lease and to continue
to use said building as a Home for destitute crippled children
and to occupy the land upon which said building is situated
upon the payment of one Dollar ($1) a year for the full term
of this lease.

Should Lessee cease to occupy and to use the demised
premises for the purpose as aforesaid to the extent of Fifty Per
Cent (50%) of the capacity of the building to be located
thereon to receive patients and should such partial util-
ization continue at any one time for a period of six (6)
months then the Lessor may at its election and after thirty
(30) days written notice thereof use and occupy all or any
part of the remaining capacity for the same purposes, without
the payment of rent therefore provided however that at all
times preference in admission of patients shall be given to
the Lessee. In the event such partial utilization by Lessee
as aforesaid should continue for a period of two (2) years
after such notice as aforesaid, then the Lessor shall have
the further right as to election either (1) to introduce
other patients; or (2) to terminate this lease during the
date of termination at least three years in advance, and by
paying to the Lessee upon the full and complete and prompt
acquisition of the premises, and at the time such termination
is to take effect, an amount equal to the replacement cost of
said building, which has been erected by the Lessee, less
depreciation on said building at the rate of 2% per annum up
to the time such termination is to take effect. In the event
Lessee and Lessor shall not agree upon the amount to be paid
Lessee by Lessor, then such amount shall be ascertained by a
Board of Appraisal, consisting of three licensed architects
who shall have engaged in the practice of architecture in the
City of Chicago for the ten years next preceding the time of
their appointment, which Board shall be selected in the same
manner and shall have the same powers as the Board of Arbi-
trators hereinafter provided.

RIGHT OF OCCUPANCY AND USE BY LESSOR

Lessor shall have the exclusive right to the use of the
demised premises including the building located thereon for
its professional teaching and nursing school's more particularly
as set forth in the agreement between the parties dated
day of January, A.D. 1928. Lessor shall have the right of
access to and use of such portion of the said premises in-
cluding the building located thereon as may be reasonably
necessary for utility tunnels, service pipes, electric and
steam transmission lines, building maintenance and similar
purposes in connection with the said premises and adjoining
premises of Lessor.

DEPOSIT

Lessee covenants to deposit with the Lessor or with a respon-
sible trust company in the City of Chicago, the sum of Three
Hundred Thousand Dollars ($300,000.00) in cash and/or
securities, it being understood that such securities shall be
acceptable to the Lessor and shall be credited at their
market value on the date of the deposit thereof as aforesaid.
Such deposit shall be made on or before the date when the
Lessee shall certify to Lessor that it is prepared to enter
into contracts for the erection and furnishing of a certain
structure to be built upon said premises. Such structure shall
be a wing or section of a hospital building for crippled
children and shall be built and equipped under the direction
of the Lessor in accordance with plans and specifications approved by the parties hereto, and the cost thereof shall be paid from the fund on deposit as aforesaid. It is further understood however that all furnishings, equipment and material used by the Lessor in the said building and as set forth in the contract of January 1928, shall be provided by the Lessor at its own expense. The plans and specifications for the said building shall be promptly prepared by the Lessor and at the expense of the said fund and the said building shall be erected and equipped with all reasonable dispatch subject to delays occasioned by strikes, lockouts, acts of God, unusual action of the elements, or any other cause beyond the control of the Lessor.

The Lessee further covenants that during the existence of this lease it will keep the said wing or section of the said building in a constant state of repair so that it will be enabled to carry out all of its covenants and agreements in the contract between the parties dated the day of January, 1928, and also to keep said structure and the equipment therein up to the standard and efficiency adopted and enforced by the Lessor in its hospital units. In the event it should become necessary to rebuild or remodel said building the Lessee will do so in consultation with the Lessor giving and granting to the Lessor all of the rights and privileges as to plans and specifications and uses therefor granted with reference to the first structure provided for in this lease.

The Lessee further agrees to keep and maintain said premises in accordance with all laws and requirements of the Chicago Board of Underwriters and of any and all other authorities public or otherwise having jurisdiction of the said premises for any purposes whatsoever and the Lessor agrees, upon the request of the Lessee, to furnish all labor and material necessary to carry out requirements in this paragraph contained at the cost thereof to the Lessee including reasonable overhead charges.

The Lessee further covenants and agrees that in case of loss or damage by fire or otherwise it will rebuild or repair the same, as the case may be, within eighteen months after such loss or damage and pay the cost thereof so that said damaged premises and the structure situated thereon shall be free and clear of all liens of mechanics and material men.

INSURANCE

Lessee covenants that it will at all times during the existence of this lease at its own expense keep the building, whether completed or in the process of construction, at any
Board of Trustees

June 12, 1950

Insurance:

The Lessee, situated upon said demised premises insured against loss by fire and windstorm for not less than eighty per cent of their full insurable value above foundations and will likewise insure the contents of said building for not less than eighty per cent of their full insurable value in companies satisfactory to Lessor. In case Lessee shall at any time neglect to insure as aforesaid, then Lessor may at its election procure such insurance and the amount so paid thereby by Lessor including reasonable expenses and interest at five per cent shall be due and payable to the Lessor within ten days after the rendering of a statement thereof.

It is mutually covenanted that in case the building or buildings at any time upon said demised premises shall not be rebuilt or repaired or a new building or buildings of substantially the same size and character constructed in place thereof eighteen months after such loss or damage then Lessor may terminate this lease.

Taxes:

For the purposes of this lease all taxes including general taxes, special taxes, special assessments and all other impositions ordinary and extraordinary of every kind and nature whatsoever levied, assessed or in any way imposed upon the demised premises or any part thereof or upon any improvements at any time thereof or upon any right, title or interest in said demised premises shall hereinafter be referred to as taxes.

Lessee covenants to pay all taxes during the term of this lease before they shall become delinquent and in any case within ten days after the same shall have become delinquent and to deliver to Lessor from time to time duplicate receipts showing payment thereof within thirty days after the payment evidenced thereby. Lessee shall not be required to pay any tax so long as it shall in good faith proceed to contest the same by appropriate legal proceedings providing Lessee within not less than five days before such tax shall become delinquent shall have given notice to Lessor of its intention to contest the same in which event Lessor shall not have the right to pay, remove or discharge said tax or the lien so contested. Except as otherwise herein stated provided Lessor shall have the right, but is under no obligation to do so, to pay any tax herein agreed to be paid by Lessee which shall remain unpaid after the same shall have become delinquent and to pay and clear off all liens, charges and claims upon said demised premises and to reduce the said demised premises from the same or any way of them and the covenant so
Board of Trustees
June 12, 1950

paid together with reasonable attorney's fees and interest at five per cent per annum shall become so much additional rent due to Lessor from Lessee on the next rent day after such payment.

PARTY WALLS

Lessor shall have the right at any and all times and without cost to it to use as a part of any building or buildings which it may erect upon premises abutting said demised premises the walls or any part of any party wall and/or party foundation of any building or buildings hereafter erected by Lessee on said demised premises.

COVENANT AGAINST LIENS

Lessee covenants that it will not incumber nor suffer to be incumbered the estate, title or interest of Lessor and/or Lessee in and to said demised premises. Any claim or a lien upon said demised premises arising from any act or omission of Lessee shall accrue only against the leasehold estate of Lessee and shall, in all respects, be subject to the paramount title and rights of Lessor in and to said premises.

Lessee covenants that it will not enter into any contract with any person, firm or corporation for labor, services and/or material in connection with any building to be erected upon said premises or to be rebuilt thereon which contract involves an amount in excess of Five Thousand Dollars ($5000.) unless it shall be stipulated in and by a condition of such contract that no lien shall arise or be claimed on account of such contract or on account of any work done or material furnished under said contract and unless it shall be stipulated in such contract that the contractor, person, firm or corporation entering into said contract shall by the terms thereof waive any and all right of or claim to a lien upon the said demised premises, and Lessee further covenants that it will cause waivers of liens to be duly executed by the contractors furnishing labor, services or material in or about the erection or rebuilding of any such building or buildings and to be furnished to Lessor as soon as any contractors shall respectively enter upon the performance of such work or the furnishing of such materials in all cases where, in the absence of such waiver, such person, firm or corporation might claim a lien.

In the event that the estate, title or interest of Lessor and/or Lessee in said demised premises be incumbered or become subject to any lien of any nature whatsoever as a result of this lease, or the act or omission of Lessee, whether voluntary or by operation of law, Lessor may, but it shall be under no obligation to do so, discharge such
Lessee covenants that in case Lessor shall, without any fault on its part, be made party to any litigation commenced by or against Lessee, then Lessor shall and will pay all costs and reasonable attorneys' fees incurred by or imposed on Lessor by or in connection with such litigation and Lessor will also pay all costs and reasonable attorneys' fees which may be incurred or paid by Lessor in enforcing the covenants and agreements of this lease and all such costs and reasonable attorneys' fees when paid by Lessor shall, together with interest at 5%, become so much additional rent due from Lessee to Lessor on the next rent day after any such payment.

Indemnity of Lessor
Lessee further covenants that it will indemnify and save harmless the Lessor, from any charges, costs, damages and claims, including reasonable attorneys' fees incurred by or imposed upon the Lessor without any fault on its part or on account of any use of the said premises, or caused in any manner through any connection which the Lessee may have with the said premises or in any manner resulting from this lease or from the contract of January 1928, between the parties herein mentioned.

Assignment and Sub-lease
Lessee covenants that it will not assign this lease nor permit it to be assigned, nor will it sublet the demised premises or any part thereof. Should any assignment of Lessee's interest be made either voluntarily or by operation of law, or should the demised premises or any part of them be sublet, Lessor shall have the right to terminate this lease immediately.

Remedies Cumulative
No remedy herein or otherwise conferred upon or reserved shall be considered exclusive of any other remedy not expressed herein, but the same shall be cumulative and shall be in addition to any other remedy given herein or hereafter existing at law or in equity or by statute, and every power and remedy herein given may be exercised from time to time and as often as the occasion may arise or as may be deemed expedient.
No delay or omission to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or any express provision hereof. No waiver of any breach of any of the covenants, conditions or terms of this lease shall be construed to be a waiver of any other breach or waiver, express or implied, or any further or succeeding breach of the same covenant, condition or term. Neither the rights herein given to receive and collect any rent or rents, money or payments, or to enforce any of the terms, provisions and conditions of this lease or to prevent the breach or nonobservance thereof nor the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect or impair the right or power to declare the term hereby granted ended and to terminate this lease as herein provided, because of any default in or breach of any of the covenants, terms or conditions hereof.

MANNER OF SERVING NOTICES

In every case where, under any of the provisions of this lease, or in the opinion of either party hereto it shall or may become necessary or desirable to make, give or serve any declaration, demand or notice of any kind or character or for any purpose whatsoever, it will be sufficient for the service of such upon Lessor if such declaration, demand or notice is delivered to one of its executive officers at Chicago, Illinois, or if it is sent by registered mail, postage prepaid, addressed to Lessor at the same address. For such declarations, demands and notices as may be deemed desirable to serve upon Lessee, it will be sufficient if such be delivered to one of its executive officers at Chicago, Illinois, or be sent by registered mail, postage prepaid, addressed to Lessee at the same address. Either party may furnish to the other party in writing, an address in the City of Chicago for the declared and express purpose of receiving notices, receipt of which was acknowledged by the other party, in lieu of the addresses herein specified.

DEFINITION AND TERMINATION OF LEASE

Should Lessee be in default in the payment of any installment of rent, or in any of the covenants, conditions and/or terms hereof, or in default in any of the agreements to be performed by it, set forth in the contract between the parties hereto, and dated the day of January, 1928, and, should
the Board of Directors of Lessor not contain at any time adequate representation thereon of persons nominated by the Lessor, after request by the Lessor, and should such default continue for a period of six months after notice of such default given to it by the Lessor (except as otherwise provided in the "Use" clause of this lease), then the Lessor may at its option terminate this lease by serving upon Lessor a written notice of such termination and by filing with the Recorder of Deeds of Cook County, Illinois, an affidavit that it has terminated this lease and has served notice thereof upon Lessee.

Lessee covenants that upon termination of this lease, whether by lapse of time or otherwise, it will at once surrender and deliver up to Lessor full possession of said demised premises, together with all the improvements thereon.

Upon the termination of this lease by lapse of time, or otherwise (except as herein provided in the "Use" clause of this lease) any and all building or buildings then upon said premises shall be and become the property of Lessor, free and clear of any right, title or interest of Lessee, provided Lessor shall pay Lessee within thirty (30) days after the termination of this lease, the original cost to Lessee of such building or buildings as may then be upon said premises, excluding cost of repairs, less depreciation at the rate of 2% of such cost per annum.

ARBITRATION

It is mutually covenanted and agreed that all questions arising under this lease and the contract between the parties hereto dated the 1st day of January, 1928, which cannot be settled by agreement of the parties hereto, shall be decided by a Board consisting of three disinterested persons to be selected as follows: Either party hereto may name an arbitrator and notify in writing the other party to this lease of its selection, whereupon such other party shall, within twenty (20) days after receiving such notice, select a second arbitrator, and notify in writing the first party of such selection, and the two arbitrators so appointed shall select a third. In the event that either party shall fail to select the second arbitrator and give notice of such selection within twenty (20) days hereof provided, the party selecting the first arbitrator shall thereafter have the right to select a second arbitrator. Which selection shall have the same force and effect as if such selection had been duly made by the other party. In the event that the two arbitrators selected shall be unable to agree upon the third
Board of Trustees
June 12, 1930

arbitrator, then thirty days after the selection of the second arbitrator, either party hereto, upon giving ten (10) days notice in writing to the other party, and to the arbitrators already appointed, may apply to any judge of any court having chancery jurisdiction within the County of Cook, State of Illinois, for the appointment of a third arbitrator, and any arbitrator appointed by any such judge upon such application shall have the same powers and duties as if selected by the two arbitrators first selected. Said Board of Arbitrators shall report, within thirty days after the question or questions to be arbitrated have been submitted to them, their findings in writing, signed by not less than two arbitrators. Their decision shall be binding and conclusive upon the parties hereto. The cost of such arbitration and expenses of said arbitrators shall be borne equally by the parties hereto.

COVENANTS TO RUN WITH THE LAND

It is mutually covenanted that all covenants, agreements, conditions and undertakings in this lease shall extend and inure to and be binding upon the successors and assigns of the respective parties hereto.

In Witness whereof the parties hereto have caused this instrument to be executed in their corporate names the day and year first above written.

THE UNIVERSITY OF CHICAGO

[Corporate Seal]

SECRETARY

[Corporate Seal]

[Corporate Seal]

[Corporate Seal]

[Corporate Seal]

[Corporate Seal]

STATE OF ILLINOIS

COUNTY OF COOK

I, , a Notary Public in and for the said County, in the State aforesaid, do hereby certify that, , President of the Board of Trustees, of the University of Chicago, and , its Secretary, who are personally known to me to be the same persons whose names are

Secretary
are subscribed to the foregoing instrument as such President and Secretary, and personally known to me to be respectively such President and Secretary, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such President and Secretary respectively, and as the free and voluntary act and deed of The University of Chicago, for the uses and purposes therein set forth.

Given under my hand and notarial seal this____ day of____, A.D., 1928.

Notary Public.

STATE OF ILLINOIS) 

COUNTY OF COOK 

I, , a Notary Public in and for said County in the State aforesaid, do hereby certify that , who is personally known to me to be the President of the Home for Institute Crippled Children, a corporation, and , who is known to me to be the Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and personally known to me to be respectively such President and such Secretary they signed and delivered the said instrument of writing as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this____ day of____, A.D., 1928.

Notary Public.
Chicago, January 19, 1928

Mrs. Elizabeth S. McElwee yesterday delivered to the Home for Destitute Crippled Children 556 shares of the capital stock of the Continental National Bank and Trust Company of Chicago in satisfaction of her obligation to the Home for Destitute Crippled Children under the provisions of a contract dated January 19, 1928.

The Home for Destitute Crippled Children has sold the above shares of stock and has now given to the University of Chicago a check for $300,228.28 to be by the University expended in erecting a home or hospital for destitute crippled children in accordance with the provisions of said contract of January 19, 1928.

If the erection and furnishing of said home or hospital, in accordance with said contract of January 19, 1928, costs less than $300,000, the surplus is to be delivered to Mrs. Elizabeth S. McElwee by the University.
Board of Trustees

June 12, 1930

[Document content]

CONTRACT OF AFFILIATION

THIS INSTRUMENT, made at Chicago, in the County of Cook, State of Illinois, on the seventh day of June, A.D., 1927, by and between THE COUNTRY HOME FOR CONVALESCENT CHILDREN, an Illinois corporation (hereinafter called "the Country Home"), party of the first part, and THE UNIVERSITY OF CHICAGO, an Illinois corporation, (hereinafter called "the University"), party of the second part:

RECITALS.

Recognizing the public-spirited and effective work done by the Country Home and its founders since its organization in 1914, and believing that its work and influence should be perpetuated and the scope of its activities broadened, the parties hereto are desirous of perfecting a closer relationship between the two institutions and of having the Country Home become affiliated with the University. For the purpose of carrying this plan into effect, the Country Home desires to transfer such of its assets to the University to be held and administered by it for the use of the Country Home in the manner hereinafter provided.

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH:

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to it in hand paid by the University, the receipt of which is hereby confessed and acknowledged, the Country Home does hereby convey, warrant, transfer, set over and assign unto the University and to its successor in charter powers, the securities and property more fully described in Schedule A hereto attached, and by reference made a part hereof:

TO HAVE AND TO HOLD all and singular the said property unto and to the use of the University, as custodian, fiscal agent and trustee for the following purposes:

[Schedule A details]
The said Trustees shall have vested in it entirely the title in
and to all of said trust estate as such trustee, and shall have full manage-
ment and control thereof, with full power in the discretion to sell, ex-
hange, lease, pledge, mortgage or otherwise convey and dispose of all or
any part thereof, to the usual course of business, treated from the trust
realty created, and the purchaser of trust property need not see to the
application of the proceeds thereof; to execute all necessary instruments
and deeds (by or on behalf of the trustees) to invest and reduce to cash and reinvest the profits and pro-
ceed or any part thereof, and moreover and however it shall be deemed advisable, and it shall not be limited in its investments to those in which trustees
are required by law to invest trust funds to collect and receive all
rents, issues, profits and income thereof, and to pay over and distribute
the same as herein provided; to acquire or dispose of real or personal
property, franchises, rights and privileges which it may think proper or
necessary or desirable for the purposes hereby intended to be served, and shall have
the power and right, when requested by action of the Board of Trustees of
the University, to borrow money for such purposes and to secure the
repayment thereof by mortgage, pledge or charge upon the whole or any part
of the trust estate; to take out insurance of any kind upon the buildings
or other property for the time being in its hands, by virtue hereof, for
such purposes and amounts as to it may seem advisable; to employ such
agents or attorneys as it shall deem proper in the management or sale of
any of the trust estate, without being answerable for the default of such
agents or attorneys to settle all accounts, compromises, compendious
charges, claims or demands, in all things relating to the estate received
hereunder, and generally, in all matters to deal with the premises and the
estate in a manner to control and manage the same as fully as if the
Univeristy were the absolute owner of the said property, and in accordance
with its own investment and management policies, subject only to the pro-
visions of this agreement, and to execute and enter into all such agreements,
deeds, instruments or things as the University may deem proper for any of
the said purposes, provided, however, that the University shall not
be under
any obligation to borrow money on its own credit, or to take any contract
binding on the University of Chicago personally for the payment of any money
borrowed in pursuance of the authority granted herein, whether or not the
repayment thereof shall be secured by mortgage, pledge or charge upon
any of the property held by it by virtue hereof.

The University agrees to administer without liability or profit
itself, all of the property and funds held by it hereunder with the
subject, however, to the express agreement that it shall be indemnified
for the said property for its necessary expenses and that it shall not
be held liable for any losses sustained that are not due to its willful
default.

The Trustees of the Country Home, by their President or other
fully authorized representative, may, at all reasonable times, inspect the
property and examine the books of account of the University pertaining
to the property and estate held hereunder.
Board of Trustees
June 12, 1930

PAYMENT OF INCOME

Subject to the provisions of this agreement, all of the net income derived from the property and the estate held hereunder and received by the said University shall be paid out from time to time for the use of the Country Home in the care, education and treatment of children and for the operation and maintenance of the buildings and plant now or hereafter established by the Home for such purposes, in accordance with the provisions of the By-laws of said Country Home, and as authorized from time to time by action of its Board of Trustees.

ELECTION OF BUILDINGS BY THE UNIVERSITY OF CHICAGO

The Country Home hereby expressly grants to the University the right at any time during the existence of this agreement to erect any buildings or other improvements upon any of the real estate then owned by the Country Home provided that buildings erected or used by the University for male adults shall be placed across the railroad tracks from the present buildings of the Country Home or at some other point which will assure proper isolation of buildings for women, children and nurses. The buildings or improvements so erected by the University shall be its property; the cost, character and construction thereof shall rest solely in the discretion of the University and it shall bear all expense of construction, operation and maintenance thereof. The Country Home agrees that upon receipt of written notice from the University stating that it desires to erect any buildings or buildings or other improvements or additions thereon or on any of the real estate then owned by the Country Home, it will thereupon execute such leases or other conveyances as shall be satisfactory to the University not inconsistent with the provisions of this Agreement and such conveyances shall continue in effect so long as the affiliation hereby established shall exist.

CHANGE OF BY-LAW

The Country Home further agrees that concurrently with or before the execution of this agreement it will adopt a by-law substantially in the following form:

The residence and school buildings, belonging at the time of the adoption of this By-law to this corporation shall be used for the care of children only, of whom at least seventy-five per cent. (75%) must be orthopedic children, and the net income of the endowment belonging to this corporation at the time of the adoption of this By-law shall be devoted entirely to the carrying on of the work for convalescent children. This By-law shall not be changed in any way for a period of fifteen (15) years from the date of its adoption, except by unanimous vote at a meeting at which not less than three-fourths of the members of the Board shall be present and voting.
APPEARANCE OF OVERHEAD IN CERTAIN CASES

If at any time the Country Home shall undertake to care for classes of convalescents other than children, in other buildings hereafter to be erected separate from its present buildings, it reserves the right to provide by By-Law, resolution or other appropriate action, that a proportionate share of the general overhead and administration expenses shall be accounted as an expense for caring for the children and charged against the income of the endowment provided for them.

USE OF BUILDINGS IN CERTAIN CIRCUMSTANCES

The Country Home reserves the right to provide by By-Law, resolution or other appropriate action, that if at any time by action of the State of Illinois, or other compelling circumstances, it shall become impossible or inadvisable to continue to use the buildings and endowments above referred to exclusively for children, or to maintain our stated proportion of orthopedic children, then in that case the obligation to limit the use of these buildings and endowments to children or to any stated proportion of orthopedic children shall cease, and such buildings and funds may be employed in the care of such classes of children or complications as may seem to the Trustees of the Country Home most expedient.

EDUCATIONAL PROGRAM

The University hereby agrees that whenever and as requested by the Board of Trustees of the Country Home, it will furnish to it names of persons suitable to perform the duties of trustees of such an institution, if selected as such; that it will nominate its teachers and other educational force, including nurses, and will lay out its educational program, and that it will continue to furnish medical attendance to the Country Home of the same character as that formerly furnished by Rush Medical College, and now being furnished by the University's Medical Department.

CONSTRUCTION OF CONTRACT - ARBITRATION

Any question arising under this contract or growing out of the relationship created thereby, and/or the right of annuity or the dissolution of such relationship and the rights of the parties upon such dissolution, shall, at the request of either party be settled by mutual agreement, or in the event of such an agreement not being reached, then
by arbitration, each institution having the right to appoint one
arbitrator and the two as appointed selecting a third. The decision
of a majority of the arbitrators shall be controlling on both parties.

ADDITIONS TO THE FUND

The Country Home may at any time in its discretion convey,
transfer, set over and assign to the University, or to its
successor in charter powers, any other property of any kind or
description, to be held hereunder, and when such additional property is so
transferred, set over and assigned to the University, it shall
be held by the University subject to all the terms, conditions and
limitations of this instrument, in the same manner as though it had been
included in the original transfer hereby made, except as may be otherwise
provided in such conveyance.

IN WITNESS WHEREOF, the parties hereto have caused these presents
to be executed by their duly authorized officers, and their respective
seals to be hereto affixed, the day and year first hereinabove
written.

COUNTRY HOME FOR CONVALESCENT CHILDREN

BY Joan Chalmers
President of the Board of Trustees

SECRETARY:

COLIN C. H. FYFFE
Secretary

THE UNIVERSITY OF CHICAGO

BY Harold H. Swift
President of the Board of Trustees

ATTORNEY:

JOHN F. MURPHY
Secretary
Chicago Lying In Hospital and Dispensary

AFFILIATION AGREEMENT AND LEASES

1. Affiliation agreement between The University of Chicago and Chicago Lying In Hospital and Dispensary dated January 1, 1927.

2. Letter from The University of Chicago to Chicago Lying In Hospital and Dispensary dated July 1, 1929 authorizing and confirming amendments to affiliation agreement.

3. Lease from The University of Chicago to Chicago Lying In Hospital and Dispensary, dated July 1, 1929.
I. AFFILIATION AGREEMENT

THIS MEMORANDUM OF AGREEMENT, MADE this first day of January, A.D. 1927, by and between THE UNIVERSITY OF CHICAGO, a corporation organized and existing under and by virtue of the laws of the State of Illinois, of Chicago, Illinois, party of the first part (hereinafter referred to as "The University"), and the CHICAGO LYING IN HOSPITAL AND DISPENSARY, a corporation organized and existing under and by virtue of the laws of the State of Illinois, of Chicago, Illinois, party of the second part (hereinafter referred to as "The Hospital"), WITNESSETH:

WHEREAS, both the Hospital and the University have as a common purpose the improvement of the teaching and the practice of obstetrics and gynecology and the advancement of knowledge in the fields of obstetrics and gynecology, and desire to make such improvement more effective; and

WHEREAS, the Hospital is satisfied that its charter powers can be more effectively exercised and the scope of its work can be expanded and the permanence of its present high standards can be better assured, and that better service can be rendered to its patients, to the community and to humanity if it is intimately associated with an organized medical school having a scientific staff and laboratories, with an organized school of nursing and with an organized school of social service; and

WHEREAS, the University recognizes the fact that its department of obstetrics and gynecology will be benefited by having constant access to a hospital wherein by the actual observation of the patients therein, its students may secure adequate training in the practice of obstetrics, and its staff may make observations which will contribute to the progress of obstetrics and the improvement of its practice.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, undertakings and agreements of the parties hereto, it is mutually understood, covenanted and agreed as follows:
The Hospital on its part agrees:
(a) That on or before January 1st, 1929, it will be in readiness, out of its own funds, to build, furnish and equip certain hospital buildings and that it will, on or before July 1, 1928, give notice to The University of Chicago of such readiness to begin building on or before January 1, 1929 and it will, at such last mentioned date, begin to erect such buildings and continue their building and equipment continuously until completed upon grounds belonging to The University of Chicago, described generally as being in the South Half of the block located between Drexel and Maryland Avenues, and 58th and 59th Streets, to be leased to it by The University of Chicago, to be built in accordance with certain plans and specifications approved by The University of Chicago, and in accordance with and subject to the terms of a certain form of lease document, a copy of which is attached hereto and made a part hereof, marked "EXHIBIT A" and identified by the signatures of the parties hereto, such buildings to conform to the most modern requirements for a maternity hospital, as exemplified in the present hospital buildings of the Hospital.

It is further understood that the said hospital buildings shall consist of units substantially as follows:

A. The main hospital building, which is to be an architectural unit designated as the "Chicago Lying-In Hospital," to be reserved for clean obstetrical cases only, and to include the following general arrangements:
- Not less than sixty (60) beds for obstetric cases, available for teaching.
- Not more than sixty (60) additional beds arranged so that part of them shall be available either for teaching or for private beds interchangeably and including a number of private rooms, the number to be determined later.
- Nursery accommodations, suitable to bed capacity of hospital for clean babies.
- Delivery rooms, as required.
- Necessary service adjuncts to wards and nurseries.
- Operating rooms, as required.
- Receiving room for distribution of cases and separation of infected cases.
Board of Trustees
June 12, 1950

3

Observation rooms for suspect mothers.
Observation nurseries with cubicles, for suspect babies.
Dispensary facilities, including ante- and post-natal clinics.
Suite for Professor of Obstetrics, including private patients' waiting room and examining room.
Suite for Assistant Professor of Obstetrics.
Quarters for resident staff, male and female.
Guest rooms, for visiting physicians.
Students' rooms, for students in attendance upon cases.
Quarters for six resident graduate students.
Incubator room and four incubators.
Quarters for six wet nurses, unless these quarters can be provided outside the hospital, under conditions satisfactory to the Hospital.
Quarters for employees, whose duties demand that they live in the Hospital.
Sewing or assembly room (for Mother's Aid).
Administrative Offices, for Hospital and Dispensary, including office of Registrar.
Library, museum and history-room.
Kitchen.
Laundry.
Ward Laboratories, for routine laboratory work.
Refrigerating machinery, unless refrigeration can be provided by the University.
Laboratories, offices and class room for teaching and investigation by Department of Obstetrics and Gynecology. Any other facilities, as Hospital may elect.
B. A second pavilion, to be designated as the "Mothers' Aid Pavilion," as a separate architectural unit, exposed to sunlight, and to contain:
1. An isolation unit, consisting of twenty (20) beds all in individual suites (room, bath, toilet, laboratory and sterilizer).
Clean nursery, for babies of infected mothers.
Private rooms, or large nursery with individual cubicles for infected babies.
All rooms of this isolation unit to have access to porch, and to be so arranged that infected linen and dressings may be removed from the outside, and the latter destroyed in incinerators not within the building.
Any other facilities necessary for complete isolation of this unit and the protection of patients in the main hospital.
2. Approximately forty (40) beds for gynecological cases,
4
available for teaching, provided however, that for the present, gynecological cases, may, if the Hospital is unable to raise sufficient funds for such construction, be cared for elsewhere, but under the care of the department of Obstetrics and Gynecology. It is understood that the provision for obstetrical beds herein contained is not to be cut down to provide gynecological beds.

3. Laboratories and class rooms may be all or in part in this building.

(b) That the Hospital will pay all expenses of operation and maintenance of said buildings, and all the hospital services therein conducted, except as otherwise provided in this agreement, and that said expenses shall be a first charge upon the revenues of the Hospital, the net income from all of its endowment funds now owned or hereafter received by it, including all net income derived from the lease of its present hospital building, or from the conversion thereof into money or other property, provided, however, that from the annual income from such endowment fund, the Hospital may use an amount not to exceed Ten Thousand Dollars ($10,000.00) for the support of the dispensaries of the Hospital, without the consent of the University. It is further understood and agreed that if, during the raising of funds by the Hospital for building and equipping the hospital buildings herein referred to, which the Hospital contemplates undertaking forthwith, any of such funds so secured be limited by the donors to endowment purposes, then an equivalent amount may be released from the conversion of the present hospital property and made available for building purposes.

(c) That the Hospital will have full and complete control of and responsibility for the hospital service, care of patients and management and maintenance of the hospital buildings and grounds appurtenant thereto, except as modified by this contract; that it will establish and maintain the internal organization of the said Hospital according to the most efficient and modern methods of hospital management, and that such internal organization shall be subject to the approval of the University, and that the administrative staff thereof shall be appointed by the Hospital but only upon the nomination of the University. The Hospital shall, at all times, have the right to refuse appointment to any nominee
to the University for such appointment, or to terminate the ap­
pointment of any such person who is not, or does not continue to 
be, satisfactory to the Hospital.

(b) That the Hospital will pay the costs of all services, ad­
ministrative, nursing and otherwise, appurtenant to the hospital 
buildings and hospital services herein referred to, except the pro­essional services of the medical staff as hereinafter set forth, and
will also pay its proportionate share of such services as shall be 
supplied to one or more hospital units in addition to the buildings
and units of the Hospital herein referred to.

II

The University on its part agrees:

(a) To appoint the professional staff of the Hospital and of its 
outlying branches and dispensaries, and that such staff shall con­
sist of members of the teaching corps of the Department of
Obstetrics and Gynecology of the University, and all residents,
assistant residents, interns and dispensary assistants and that
such appointments shall be subject to the prior approval of the
Hospital. That said professional staff shall be furnished to the
Hospital without cost to it, except that any compensation paid
to members of the resident staff (residents, assistant residents and
interns) who are not members of the teaching corps of the Uni­
eristy, shall be paid by the Hospital, and except further that the
Hospital shall pay such salaries of dispensary assistants as may
be borne out of dispensary income.

The professional staff shall have the exclusive right to perform
and direct professional services for patients within the Hospital,
provided, however, that any patient may, at her request, call into
consultation any physician not a member of said staff. The pro­essional staff shall have the full and exclusive right, consistent
with the welfare of the patient, to use all except private patients
of such staff of the Hospital, for purposes of study and of teach­
ing; private patients of such staff of the Hospital shall be so used only
when their express permission shall have been obtained.

(b) The University shall pay all salaries for teaching members
of the Department of Obstetrics and Gynecology, provided, how­
ever, that if the dispensaries of said Hospital shall be on a self-
supporting basis, the salaries of dispensary assistants shall be pay­
able out of any excess of income over outgo, if any, of said dis­
pensaries.
(c) The University shall provide, without cost to the Hospital,
all professional medical care of patients, including consultations
by members of other departments of the medical schools and
hospitals of the University, and including laboratory work incident
to the care of such patients, provided, however, that the Univer­
sity shall have the right to make a reasonable charge to patients
able to pay for such services, and provided further that nothing
herein shall be understood as denying the right of the individual
members of the staff of the hospital to care for their own private
patients in the hospital, and to make reasonable and customary
charges for services therefor.
(d) To provide suitable quarters for nurses engaged in service
in the said hospital buildings, subject to Clause (e).
(e) To provide the following services on the basis of actual cost
to it, together with a reasonable pro-rata charge for overhead
expenses, including administration, maintenance and repairs:
X-ray plates and films
Nursing service and supervision
Stoves, equipment and purchasing service
Steam for heating
Live steam for sterilizers
Electricity except as far as it is purchased from commercial
sources
Social service and supervision
Meals for such staff and employees as are entitled to meals
Services of electricians, mechanics and buildings and grounds
maintenance employees
Quarters for such employees as are to be provided with
maintenance but for whom quarters are not provided in
the hospital
It being understood and agreed that the University undertakes
to provide such services to the said Hospital as they are now
furnishing or may hereafter furnish to the several departments of
the University, and that the University shall not be responsible for
damage for any failure resulting in loss or damage to the said
Hospital of any of the services so provided by the University.
It is mutually agreed between the parties as follows:

(a) That the Hospital is to continue the operation of its outlying dispensaries, but that except as stated above, the expense thereof shall not be a charge upon the assets or the income from the assets herebefore referred to as designated for the support of the hospital units to be erected or herein provided for, and the services in their operation, unless, however, the consent of the University thereto shall have been first obtained.

(b) That the Hospital shall be a member with other hospital units in the Group of University Hospitals, under some such designation as "University of Chicago Clinics," it being understood that no loss of identity of the Chicago Lying In Hospital and Dispensary, as such, is contemplated by such membership and association and that the Hospital shall cooperate with the University in all matters of common concern to the said The University of Chicago Clinics, including the raising of funds for the general support of said Clinics. It is further understood and agreed that in order to secure the proper coordination of all hospitals in
the group of University clinics, all of the said hospitals shall be under the general administrative supervision of the Director of University Hospitals, or some other officer exercising similar powers, whom the University shall appoint.

c) That the Hospital shall be entitled to representation on any Board of University Clinics which may be formed, and in any conference on questions of common interest to the institutions constituting the group of University Clinics.

d) That the organization of the Hospital now known as the "Advisory Medical Board" is to be discontinued, and that the functions of the said Board are to be assumed by the University through its Professor of Obstetrics and Gynecology, and it is also further understood and agreed that the University shall have adequate representation on the Board of Directors of the Hospital.

IV

It is mutually agreed between the parties as follows:

(a) That immediately upon The University of Chicago being given notice by the Hospital of its readiness to proceed with the erection of the buildings herein referred to as provided in Paragraph I, Sections (a) of this contract, and which said notice shall be given not later than July 1, 1928, and also evidence of the Hospital's ability to proceed therewith and finish the same, both parties agree to enter into the lease substantially in the form attached to this contract and marked "Exhibit A" and also referred to in Paragraph I of this contract and in Section (a) thereof.

(b) That this contract shall be in force and effect from the date of its execution and shall continue during the existence of the lease set forth as Exhibit "A," and the said University, at its election, shall have the right to terminate this contract in the event:

1. That subscriptions for substantially all of the necessary funds to complete, furnish and equip the hospital building herein referred to and to be provided by the Hospital as herein set forth, shall not have been procured to the satisfaction of the University prior to December 31st, 1927.

2. That the Articles of Association and By-Laws of said Hospital shall not be revised in a manner satisfactory to both
parties, so as to provide efficient management, prior to July 1, 1928, and a number of members of its Board of Directors satisfactory to the University, and not exceeding one-third nominated by the University, shall not have been elected prior to said last mentioned date.

3. That the said Hospital, by the duly authorized action of the Board of Directors as reorganized as provided for above shall not have joined with the University in the execution of the lease hereinafter referred to, prior to July 1, 1928.

4. That from the date of the service of notice hereinbefore provided for, affiliation between the Hospital and the University shall be in effect, and during the period following the service of said notice, and before the construction and occupancy of the Hospital buildings herein referred to is complete, the Hospital will give the University every reasonable opportunity of making use of the present facilities of the Hospital in its present location, for the development of its Department of Obstetrics and Gynecology and for the inauguration of teaching and investigation by said Department, it being further understood that members of the administrative and professional staff of the Hospital as now organized are not to be affected by this Agreement so long as the Hospital continues to operate within its present hospital buildings, and it being further understood that present arrangements for extension of teaching facilities to other institutions in Chicago are not to be affected by this Agreement so long as the Hospital continues to operate within its present hospital buildings, it being further understood, however, that these reservations with reference to the administrative and professional staff of the present hospital and the present arrangements for extension of teaching facilities to other institutions in Chicago will terminate automatically on the date on which the Hospital begins operation within the new hospital buildings herein referred to.

Nothing herein contained shall be construed to prevent the Hospital from establishing hospitals in affiliation with other medical schools, provided sufficient endowment shall have been provided to maintain and operate the hospital in affiliation with The University of Chicago, and that the construction, maintenance and operation of such other hospital shall not be or become a
burden upon the building erected on the grounds of the University, or the endowment funds held for its maintenance, operation and support.

In witness whereof the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized and their corporate seals duly attested, to be duly affixed the day and year first above written.

The University of Chicago
By HAROLD H. SWIFT
President of its Board of Trustees

THE UNIVERSITY OF CHICAGO
By HAROLD H. SWIFT
President of its Board of Trustees
Attest:
JOHN F. MOULDS
Secretary

THE CHICAGO LYING IN HOSPITAL AND DISPENSARY
Attest: JANET A. FAIRBANK, Pres.
J. B. DeLee, M.D.

II. LETTER AMENDING AGREEMENT
July 1, 1929

Chicago Lying In Hospital and Dispensary
Chicago, Illinois

GENTLEMEN:

Referring to the memorandum of agreement, dated January 1, 1927, between the University and your Institution, I beg to state that by formal action of the University authorities, I am authorized to confirm and do hereby confirm the following amendments to that agreement:

1. Article 1a on Page 2. Eliminate the words, "or in lieu thereof on a site belonging to the University of Chicago and mutually agreeable to the parties hereto."

2. Article 1a, sub-paragraph A, lines 10 and 11, on Page 3. Eliminate the words, "but here estimated at from six (6) to ten (10)."

July 1, 1929

Chicago Lying In Hospital and Dispensary
Chicago, Illinois

By JANET A. FAIRBANK, Pres.
J. B. DeLee, M.D.
(3) In Article lb, insert after the word "University" at the end of line 12 of said paragraph, the following: "...and provided further that in the event of the sale of the present hospital building, not to exceed twenty per cent (20%) of the proceeds thereof shall be applied either in the building of the Mothers' Aid Pavilion, or the endowment thereof; if the present hospital building should be leased instead of sold, a like proportion of the net rental income may be designated as endowment income of the said Mothers' Aid Pavilion; and provided further that if the proceeds from the sale of the present hospital buildings (above the contribution for the Mothers' Aid Pavilion above referred to) should amount to more than one million dollars ($1,000,000) the hospital may at its discretion use all or any portion of such excess over a million dollars ($1,000,000) for the construction of the buildings provided for in this agreement.

Yours very truly,

THE UNIVERSITY OF CHICAGO

By HAROLD H. SWIFT

President of its Board of Trustees

Attest:

JOHN F. MOCLES

Secretary

Accepted:

EUNICE F. HALE

Secretary

III. LEASE FROM UNIVERSITY TO HOSPITAL

This indenture, made this First day of July, 1929, by and between THE UNIVERSITY OF CHICAGO, a corporation created and existing under and by virtue of the laws of the State of Illinois, thereunder sometimes called the "Lessor," party of the first part, and the CHICAGO LYING IN HOSPITAL AND DISPENSARY, a
corporation created and existing under and by virtue of the laws of the State of Illinois, hereinafter sometimes called "Lessor"), party of the second part,

Witnesseth as follows:

Lessor, in consideration of the rents, the right of occupation and use as herein reserved, and all the covenants, conditions and terms herein contained on the part of the Lessee to be kept, observed and performed, has demised and leased, and by these presents, demises and leases to Lessee the following described real estate, situated in the City of Chicago, County of Cook and State of Illinois:

The south Two Hundred Eighty-two (282) feet of Block numbered Fourteen (14), together with the vacated north and south alley in said portion of said block, in Mason & McKichan Subdivision of the west half of the northwest quarter of section fourteen (14) Township thirty-eight (38), north of range fourteen (14) east of the third principal meridian.

Subject to all existing questions of title, questions of survey, taxes and special assessments.

TO HAVE AND TO HOLD the above described premises with the rights, privileges and appurtenances therunto belonging unto Lessee for and during the term of ninety-nine (99) years, commencing on August 1, 1929 and ending on July 31, 2028, unless said term shall be sooner terminated as hereinafter provided.

RENT

Lessee covenants to pay Lessor for demised premises rental as follows:

The sum of Ninety-nine Dollars ($99.00) payable in ninety-nine equal installments of $1.00 each, on the first day of August, of each and every year of said term, commencing August 1, 1929, at the office of Lessee at 189 West Madison Street, Chicago, Illinois.

USE

Lessee covenants that it will use and occupy the demised premises and such building or buildings as may be hereafter erected thereon for maternity and gynecological hospital and
Board of Trustees
June 12, 1950

13

The Lessor further reserves unto itself the right at any time to use any driveways or other ways of access, now or hereafter in place leading from the public or private streets adjoining said premises, into said premises, in common with the said lessee, in connection with any use said lessee may make of the property lying north of and adjoining said premises; and in the event the lessor exercises the said right, it covenants and agrees to reimburse to the lessee the then fair proportionate cost, less depreciation, thereof, and may be determined by agreement between the parties hereto, due allowance to be given to the initial proportionate cost thereof borne by the lessee.

The Lessor further reserves unto itself the right at any
14

Board of Trustees
June 12, 1950

14

time to use that portion of the said premises fronting on
Drexel Avenue and lying north of the building or buildings
referred to herein, for a building for gynecology, or for such
other purposes as the parties may mutually agree to, by
notifying the Lessee that it, the Lessor, will erect the said
building within three years after such notice, but only in the
event that the said Lessee shall, prior to the exercise by
the Lessor of the said right herein reserved, have notified
the Lessor that it will, within three years after such notice,
erect a building for gynecology, and shall have satisfied the
Lessor of its ability to complete said building for such pur­
pose within said three year period. In the event the Lessee
does undertake to erect such a building, as aforesaid, and the
area referred to shall be found insufficient for such purpose,
then the Lessor undertakes to cooperate with the Lessee, so
far as it, in its judgment may be able so to do, in making
available for such building, such additional ground as may
be necessary and at a nominal rental.

Covenant to Build

Lessee covenants to erect certain hospital building or
buildings on said demised premises, and such building or
buildings shall be erected in accordance with such plans and
specifications as may be approved by Lessor, and which shall
have been prepared by architects and engineers satisfactory
to Lessor. Such building or buildings shall be fully equipped
and furnished by Lessee, except the Lessor will provide all
equipment and supplies used in and about the lecture rooms
and laboratories hereinafter mentioned.

Lessee shall have the right, at its own expense, and risk,
to wreck or remove any and all buildings which may be on
said demised premises at the date hereof, and to retain any
salvage therefrom.

Lessor shall have the right to have its authorized agent inspect
such building or buildings from time to time during their con­
struction.

Lessor covenants to erect said building or buildings at its own
cost and expense, excepting Lessor covenants to contribute toward
their cost the cost as stated below of such laboratories and lecture
rooms as may contain for the use of Lessor in connection
with its educational activities. Such cost to be borne by Lessor
shall be based upon the proportion the number of cubic feet con­
tained in said laboratories and class rooms shall bear to the num­
Said building or buildings and equipment, when completed, shall comply with the plans and specifications as approved. They shall be completed, fully equipped and furnished, and be ready for use on or before July 1, 1931, excepting that the time of completion may be extended not to exceed one year if building operations are delayed by strikes, lockouts, acts of God, fire, unusual action of the elements or any other cause beyond the control of Lessee other than its inability to provide sufficient funds for the payment thereof.

And the said Lessee further covenants that during the existence of this lease it will keep the said building in a constant state of repair so that by such repairing or rebuilding, if necessary, it will be enabled to carry out all of its covenants and agreements in the contract between the parties, commonly known as the Contract of Affiliation, dated the first day of January, 1927, and made by this reference a part of this lease, and also to keep said building and equipment up to the standard and efficiency adopted and enforced by Lessor in its hospital units. In the event it becomes necessary to rebuild or remodel said building, the Lessee will do so in consultation with Lessor, giving and granting to Lessor all of the rights and privileges as to plans and specifications herebefore granted with reference to the first building provided for in this lease.

The Lessor covenants and agrees that in the event of the vacation of the street now known as Drexel Avenue, it will consult with the Lessee with respect to any building or buildings which may be erected therein adjoining the said premises on the east, before proceeding with any building improvements.

DEPOSIT OF SECURITIES

Simultaneously with the execution hereof, Lessee has deposited with the University, as a special deposit, the University being referred to in that capacity as "depository," $1,017,361.80 (of which sum $129,736.77 is in cash and the balance of $887,625.03 is in securities approved by the Lessee of the present market value of $887,625.03) being understood that pledges to the Hospital,
Board of Trustees
June 12, 1950

certified by the Hospital, to be good and collectible and approved
by the University, may be accepted as the equivalent of approved
securities for ninety-five (95) per cent of the face value of such
pledges), and Lessee covenants to deposit, in addition to the fore­
going, before commencing wrecking and/or building operations,
such additional amount in cash (or securities approved by Lessor)
as may be necessary to defray the entire cost of such building or
buildings, furnishings and equipment other than that portion of
the building and equipment cost to be defrayed by Lessee as certi­
fied to by the architects, and Lessor covenants to deposit with
said depository before building operations commence, the propor­
tion of the cost thereof to be borne by it as certified to by the
Architects.

Should said deposits be insufficient to pay the cost of such
building or buildings, furnishings and equipment thereof, Lessor
and Lessee covenant to make, immediately upon notice from the
depository, additional deposits in amounts sufficient so that each
will bear its agreed proportionate cost of said buildings, furni­
shings and movable equipment, and Depository will have sufficient funds
to defray the cost thereof. Any funds that may be in the hands of
Depository after defraying the cost of the building or buildings
completed and their furnishings and equipment shall be returned
to Lessor and/or Lessee, in the amounts that their respective
deposits shall be in excess of their respective proportionate costs.

Should Lessee fail to make any or all of the deposits herein
specified, Lessor shall have the right, but shall be under no obliga­
tion to do so, to make such deposits as may be necessary so that
the building or buildings may be completed as aforesaid, and the
amounts so deposited by Lessor, together with interest at 5% per
annum, shall be so much additional rent due to Lessor from Lessee
on the next rent day after such deposit.

Depository shall have the full control over the deposits so
made, and may, in its discretion, convert into cash at such times
as it may deem advisable, such securities and may collect such
pledges as may be deposited hereunder, and it shall not be held
liable for any depreciation in value of any such securities. It shall
pay out said deposits from time to time upon architects' certif­
cates and shall disburse such deposit for such other charges
incident to the progress and completion of said work, fully equip­ped and furnished. Depository shall keep the deposits made by Lessee and those made by Lessor in separate funds, and shall first disburse those made by Lessor. The Lessee shall cooperate with the depository in the collection of pledges, and the necessary and reasonable expense of the depository in such collection, and in administering the fund deposited by the Lessee with the deposi­tory, shall be paid by the Lessee.

CASE AND MAINTENANCE

Lessee covenants to maintain and keep said demised premises and any and all improvements at any time situated thereon in accordance with the laws, statutes, ordinances, rules and regula­tions of the United States, State of Illinois, City of Chicago, the Chicago Board of Underwriters of Chicago, and/or any and all other authorities, public or otherwise, having jurisdiction over said premises for any purpose whatever.

Lessee covenants that it will, at all times and at its own ex­pense, keep any and all improvements at any time on said demised premises in good repair and condition, and that in case of loss or damage by fire or otherwise, it will rebuild or repair the same as the case may be, within eighteen (18) months after such loss or damage, and pay the cost thereof, so that said demised premises and the building or buildings situated thereon shall be free and clear of all liens of mechanics and/or materialmen.

INSURANCE

Lessee covenants that it will, at all times during the existence of the lease, at its own expense, keep the building, whether com­pleted or in process of construction at any time situated upon said demised premises, insured against loss by fire and windstorm for not less than 80% of their full insurable value above foundations (but not, in any event, in excess of their full insurable value), in companies licensed to transact business in the State of Illinois, and which may be satisfactory to Lessor, and that all policies of insur­ance on the buildings at any time situated on said demised premises, shall provide that the loss, if any, shall be paid to Chicago Trust Company as Trustee (hereinafter called "Trustee") of said insurance for the benefit of the parties hereto, and all of
said policies whenever procured shall be delivered to said Lessor and shall be held by it as additional security for the covenants of this lease. In case Lessee shall at any time neglect to insure or to keep insured buildings at any time situated upon said demised premises, as herein provided, then Lessor may, but it shall not be obligated to do so, procure or renew such insurance, and the amount so paid thereby by Lessor, including reasonable expenses and interest at 5% shall be so much additional rent due to Lessor from Lessee on the next rent day after such payment.

It is mutually covenanted that Trustee shall not be responsible for the collection or non-collection of any insurance money in any fund, but shall be responsible for only such insurance money as shall come into its hands and that Lessor shall not be responsible for any insurance money hereunder or the collection thereof in any event.

It is mutually covenanted that if Lessee, in case of damage to any building at any time upon said demised premises or the destruction thereof, shall repair or rebuild the same or construct a new building substantially of the same size and character as the one it replaces, as soon as reasonably practicable and in any event within two (2) years after such loss or damage, then and in such case, all insurance money which shall be received by said Trustee shall, after deducting therefrom Trustee's reasonable charges for handling such insurance, and all costs and expenses of collecting same, including reasonable attorneys' fees, shall be paid out upon architects' certificates for the expense of such repairing or rebuilding or the construction of such new building, but Trustee shall in every case and at all times retain an amount of the insurance money collected by it, which together with any deposit then in its hands and applicable to the same purposes as said insurance money will be sufficient to pay for the completion of the building or buildings; and upon the completion of said building or buildings, or of said repairs, discharged of all liens of mechanics or materialmen, any surplus of insurance money remaining in the hands of Trustee shall be paid to Lessee.

It is further mutually covenanted that Trustee shall not be obligated (though it shall have the right) to examine or inquire into the propriety of issuance of any architect's certificates on which it may pay as aforesaid, nor shall Trustee be in any way
Board of Trustees  

June 12, 1950

responsible for the proper application of any insurance money after the same has been paid out by it in pursuance of the provisions of this lease.

It is mutually covenanted that in case the building or buildings at any time upon said demised premises shall not be rebuilt or repaired or a new building or buildings of substantially the same size and character constructed in place thereof within two (2) years after such loss or damage, then Lessor may terminate this lease, and in that event that proportion of the balance of the proceeds of such insurance which the contribution of the Lessee of the whole original cost of the building (as hereinafore provided in the fourth paragraph under "Covenant to Build") shall be paid to the Lessee and the balance to the Lessor, unless the Lessor shall elect to erect a new maternity hospital; and if the Lessor shall notify the Lessee within said period of two (2) years that it does so elect, all such insurance money in the hands of Trustee shall become the property of Lessor and be paid and transferred by Trustee to Lessor and Trustee and Lessor shall be discharged and released from any claim or demand of Lessee or any person claiming under Lessee on account of the payment of such insurance money.

It is expressly understood and agreed that the University shall reimburse the Lessee for such pro rata share of the cost of insuring, repairing or rebuilding as shall be properly chargeable to that portion of the building or buildings erected at the expense of the University, and if funds additional to the proceeds of such insurance shall be required for such repairing or rebuilding, the Lessor will contribute such pro rata share thereof.

All reasonable charges, costs and expenses of said Trustee in connection with holding and applying said insurance money shall be paid by Lessor.

TAXES

For the purposes of this lease, all taxes, including general taxes, special taxes, special assessments and all other impositions, ordinary and extraordinary, of every kind and nature whatsoever, levied, assessed, or in any way imposed upon the demised premises, or any part thereof, or upon any improvements at any time thereon or upon any right, title, or interest in said demised premises or thereof shall hereinafter be referred to as taxes.
Lessee covenants to pay all taxes during the term of this lease to the name of Lessee before they shall become delinquent and in any case, within ten (10) days to prevent any sale or forfeiture and to deliver to Lessee from time to time duplicate receipts showing payment thereof within thirty (30) days after the payment evidenced thereby. Lessee shall not be required to pay any tax so long as it shall be in good faith proceed to contest the same or the sale of said demised premises to satisfy the same by appropriate legal proceedings providing Lessee, within not less than five (5) days before such tax shall become delinquent shall have given notice to Lessee of its intention to contest the same, in which event Lessee shall not have the right to pay, remore, or discharge said tax or the lien so contested.

Except as otherwise herein provided, Lessor shall have the right, but is under no obligation to do so, to pay any tax herein agreed to be paid by Lessee which shall remain unpaid, after the same shall have become delinquent and to pay and close off all liens, charges and claims upon said demised premises and to redeem the said demised premises from the same or from any of them and the amount so paid, together with reasonable attorneys fees and interest at 5% per annum, shall become so much additional rent due to Lessor from Lessee on the next rent day after such payment.

It is mutually covenanted that should Lessee be advised by counsel to institute suit to recover any tax paid by it under protest in Lessee’s name, that it shall have the right, at its own expense, to institute and prosecute such suit or suits in the name of Lessor.

PARTY WALLS

Lessor shall have the right at any and all times and without cost to it, to use as a part of any building or buildings which it may erect upon premises adjoining said demised premises, the whole or any part of any party wall and/or party foundation of any building or buildings hereafter erected by Lessee on said demised premises.

Covenant Against Liens

Lessee covenants that it will not inure or suffer to be incumbered the estate, title or interest of Lessor and/or Lessee in
Any claim or a lien upon said demised premises arising from any act or omission of Lessee shall accrue only against the leasehold estate of Lessee and shall, in all respects, be subject to the paramount title and rights of Lessor in and to said premises.

Lessee covenants that it will not enter into any contract with any person, firm or corporation for labor, services and/or material in connection with any building to be erected upon said premises or to be rebuilt thereon which contract involves an amount in excess of Five Thousand Dollars ($5,000.00), unless it shall be stipulated in and by a condition of such contract that no lien shall arise or be claimed on account of such contract or on account of any work done or material furnished under said contract and unless it shall be stipulated in such contract that the contractor, person, firm or corporation entering into such contract shall by the terms thereof waive any and all right of or claim to a lien upon the said demised premises, and Lessee further covenants that it will cause waivers of liens to be duly executed by the contractors furnishing labor, services or material in or about the erection or rebuilding of any such building or buildings and to be furnished to Lessor as soon as any contractors shall respectively enter upon the performance of such work or the furnishing of such materials in all cases where, in the absence of such waiver, such person, firm or corporation might claim a lien.

In the event that the estate, title or interest of Lessor and/or Lessee in said demised premises be incumbered or become subject to any lien of any nature whatsoever as a result of this lease, or the act or omission of Lessee, whether voluntary or by operation of law, Lessor may, but it shall be under no obligation to do so, discharge such incumbrance or lien and the amount so paid, together with reasonable attorneys fees and interest at 5% per annum, shall become so much additional rent due to Lessor from Lessee on the next rent day after such payment.

INDEMNITY OF LESSOR

Lessee covenants that in case Lessee shall, without any fault of Lessee, be made party to any litigation commenced by or against Lessee, then Lessee shall and will pay all costs and reasonable attorneys fees and interest at 5% per annum.
able attorneys fees incurred by or imposed on Lessor by or in connection with such litigation and Lessee will also pay all costs and reasonable attorneys fees which may be incurred or paid by Lessor in enforcing the covenants and agreements of this lease and all such costs and reasonable attorneys fees when paid by Lessee shall, together with interest at 5%, become so much additional rent due from Lessee to Lessor on the next rent day after any such payment.

ASSIGNMENT AND SUB-LEASE
Lessee covenants that it will not assign this lease nor permit it to be assigned, nor will it sublet the demised premises or any part thereof. Should any assignment of Lessee’s interest be made either voluntarily or by operation of law, or should the demised premises or any part of them be sublet, Lessor shall have the right to terminate this lease immediately.

REMEDIES-CUMULATIVE
No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered exclusive of any other remedy not expressed herein, but the same shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy herein given to Lessor may be exercised from time to time and as often as the occasion may arise or as may be deemed expedient.

WAIVER NOT TO BE INFERRED
No delay or omission of Lessor to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or any compliance therewith. No waiver of any breach of any of the covenants, conditions or terms of this lease shall be considered taken or held to be a waiver of any other breach or waiver, noncompliance in or consent to any further or succeeding breach of the same covenant, condition or term. Neither the rights herein given to receive and collect any rent or sums, monies or payments, or to enforce any of the terms, provisions and conditions of this lease or to prevent the breach or non-compliance thereof nor the exercise of any such right or of any other right or remedy here-
under or otherwise granted or arising, shall in any way affect or impair the right or power of Lessor to declare the term hereby granted ended and to terminate this lease as herein provided, because of any default in or breach of any of the covenants, terms or conditions hereof.

MANNER OF SERVING NOTICES

In every case where, under any of the provisions of this lease, or in the opinion of either party hereto it shall or may become necessary or desirable to make, give or serve any declaration, demand or notice of any kind or character or for any purpose whatsoever, it will be sufficient for the service of such upon Lessor if such declaration, demand or notice is delivered to one of its executive officers at 189 West Madison Street, Chicago, Illinois, or if it is sent by registered mail, postage prepaid, addressed to Lessor at the same address. For such declarations, demands and notices as may be deemed desirable to serve upon Lessee, it will be sufficient if such be delivered to one of its executive officers at 426 East 51st Street, Chicago, Illinois, or be sent by registered mail, postage prepaid, addressed to Lessee at the same address. Either party may furnish to the other party, in writing, an address in the City of Chicago for the declared and express purpose of receiving notices, receipt of which was acknowledged by the other party, in lieu of the address herein specified.

DEFAULT AND TERMINATION OF LEASE

Should Lessee be in default in the payment of any installment of rent, or in any of the covenants, conditions and/or terms hereof, or in default in any of the agreements to be performed by it, set forth in the contract commonly known as the Contract of Affiliation, dated the first day of January, 1927, and, at the option of Lessor, should the Board of Directors of Lessee not contain at any time the number of Directors (not to exceed one-third) nominated by the Lessor, and should such default continue for a period of six months after notice of such default given to it by the Lessor (except as otherwise herein provided in the “Use” clause of this lease), then the Lessor may at its option terminate this lease by serving upon Lessee a written notice of such termination and by
filing with the Recorder of Deeds of Cook County, Illinois, an affidavit that it has terminated this lease and has served notice thereof upon Lessee.

Lessee covenants that upon termination of this lease, whether by lapse of time or otherwise, it will at once surrender and deliver up to Lessee full possession of said demised premises, together with all the improvements thereon.

Upon the termination of this lease by lapse of time, any and all building or buildings then upon said premises shall be and become the property of Lessee, free and clear of any right, title or interest of Lessee, provided Lessee shall pay Lessee within thirty (30) days after the termination of this lease, the original cost to Lessee of such building or buildings as may then be upon said premises, excluding cost of repairs, less depreciation at the rate of 2% of such cost per annum, but should this lease be terminated otherwise than by lapse of time or by exercise of the special termination privilege hereinafter granted, then all such improvements then upon said demised premises, together with such deposits in the hands of Depository or such insurance money as may be in the hands of Trustee, shall be and become the property of Lessee free and clear of any right, title or interest of Lessee.

SPECIAL TERMINATION

Lessor hereby reserves the right to terminate this lease at any time by giving notice to Lessee of its intention to do so, naming the date of termination at least five (5) years in advance, and by paying to the Lessee upon the full and complete and peaceable surrender of the premises, and at the time said termination is to take effect, an amount equal to the replacement cost of that portion of said building, and/or buildings which have been erected by the Lessee, less depreciation on such portion at the rate of 2% per annum up to the time such termination is to take effect. In the event Lessor and Lessee shall not agree upon the amount to be paid Lessee by Lessor, such amount shall be ascertained by a Board of Appraisal, consisting of three licensed architects who shall have engaged in the practice of architecture in the City of Chicago for the ten years next preceding the time of their appointment, which Board shall be selected in the same manner and
Board of Trustees
June 12, 1950

shall have the same powers as the Board of Arbitrators hereinafter provided.

ARBITRATION

It is mutually covenanted and agreed that all questions arising under this lease, and contract of affiliation, which cannot be settled by agreement of the parties hereto, shall be decided by a Board consisting of three disinterested persons to be selected as follows: Either party hereto may name an arbitrator and notify in writing the other party to this lease of its selection, whereupon such other party shall, within twenty (20) days after receiving such notice, select a second arbitrator, and notify in writing the first party of such selection, and the two arbitrators so appointed shall select a third. In the event that either party shall fail to select the second arbitrator and give notice of such selection within twenty (20) days as hereinbefore provided, the party selecting the first arbitrator shall thereafter have the right to select a second arbitrator, which selection shall have the same force and effect as if such selection had been duly made by the other party. In the event that the two arbitrators selected shall be unable to agree upon the third arbitrator, then thirty days after the selection of the second arbitrator, either party hereto, upon giving ten (10) days notice in writing to the other party, and to the arbitrators already appointed, may apply to any judge of any court having chancery jurisdiction within the County of Cook, State of Illinois, for the appointment of a third arbitrator, and any arbitrator appointed by any such judge upon such application shall have the same powers and duties as if selected by the two arbitrators first selected. Said Board of Arbitrators shall report, within thirty days after the question or questions to be arbitrated have been submitted to them, their findings in writing, signed by not less than two arbitrators. Their decision shall be binding and conclusive upon the parties hereto. The cost of such arbitration and expenses of said arbitrators shall be borne equally by the parties hereto.

COVENANTS TO RUN WITH THE LAND

It is mutually covenanted that all covenants, agreements, conditions and undertakings in this lease shall extend and inure...
Board of Trustees

June 12, 1950

26
to and be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in their corporate names the day and year first above written.

The University of Chicago
By HAROLD H. SWIFT
President of the Board of Trustees

Attest:

JOHN F. MOULDS
Secretary

Chicago Lying in Hospital and Dispensary
By JANET A. FAIRBANK

Attest:

EUNICE F. HAAS
Secretary

State of Illinois
County of Cook

I, Howard H. Moore, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Harold H. Swift, President of the Board of Trustees of The University of Chicago, and John F. Moulds its Secretary, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, and personally known to me to be respectively such President and Secretary, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such President and Secretary respectively, and as the free and voluntary act and deed of The University of Chicago, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of July, A.D. 1929.

HOGEARDD H. MOORE
Notary Public
I, Frederick C. E. Lundgren, a Notary Public in and for said County in the State aforesaid, do hereby certify that Janet A. Fairbank, who is personally known to me to be the President of Chicago Lying In Hospital and Dispensary, a corporation, and Eunice F. Hale, who is known to me to be the Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and such Secretary they signed and delivered the said instrument of writing as President and Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereunto pursuant to authority given by the Board of Directors as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of July, A.D. 1929.

FREDERICK C. E. LUNDGREN

(Notarial Seal)

Notary Public
This agreement, made this 24th day of October, 1929, by and between the University of Chicago, a corporation organized and existing under, and by virtue of, the laws of the State of Illinois, of Chicago, Illinois, party of the first part (hereinafter referred to as the University), and Provident Hospital and Training School Association, a corporation organized and existing under, and by virtue of the laws of the State of Illinois, of Chicago, Illinois, party of the second part (hereinafter referred to as the Hospital).

Witnesseth:

Whereas, both the University and the Hospital have as a common purpose the improvement in the care and cure of the sick, and the improvement in the teaching and practice of Medicine and Surgery including the various specialties thereof, and improvement in the training of nurses and medical social service workers; and,

Whereas, both the University and the Hospital desire to make effective the objects herein stated and particularly with reference to the provision of facilities of the highest possible grade for the attaining of these objects to the end that the standard of medical practice and nursing among the colored race may be improved; and,

Whereas, the Hospital believes that the scope of its work can be extended, the permanence of its standards be better insured, and better service be rendered to the patients, to the community and to humanity if it is associated with an organized medical school;

Now, therefore, in consideration of the premises and of the mutual covenants, undertakings and agreements of the parties hereto, it is mutually understood, covenanted and agreed by and between the said parties, in evidence of the basis of cooperation between them, as follows:

I. The Hospital on its part agrees:

4) To provide physical facilities, satisfactory to the University, and free from all liens, for a complete hospital, including equipment, with capacity of approximately one hundred beds, in addition to a modern out-patient department and Training School for Nurses, all of which is to be located on the South Side of the City of Chicago, on a site approved by the University. It is understood that the title to said hospital building and equipment (excluding the laboratory and other educational equipment of the University, as provided by the University) shall be in the said Hospital and that the
Board of Trustees
June 12, 1950

Hospital will operate and maintain the said hospital plant and out-patient department free from debt and will pay all expenses of operation and maintenance thereof, and of the care of patients therein, except as otherwise provided in this agreement.

It is understood and agreed that the University shall have the right, at its option, to erect at its own expense on any lands of the Hospital that may be available for such purposes, and adjacent to the buildings of the Hospital, a building or buildings for laboratory and other educational purposes of the University which may be necessary or desirable in the opinion of the University to enable it to adequately carry out its work hereunder. In addition to these facilities provided in the hospital buildings, it being understood that in case the University shall erect any such buildings from its own funds, the Hospital will lease such lands as may be required to the University on long term at rental and that the title to such buildings shall rest with the University.

3) To secure in cash or in pledges acceptable to the University, sufficient funds to provide for the above indicated physical plant, free from liens, and in addition thereto, not less than four hundred thousand dollars for endowment or working capital. The Hospital further agrees to maintain said physical plant in good and safe condition and conformable to all the laws and ordinances of the City of Chicago, and all other public authority, and conformable to the hospital standards of the University, and to maintain its endowment fund, or working capital funds, at not less than four hundred thousand dollars ($400,000), or otherwise provide guaranties for the financing of current expenses in a manner acceptable to the University.

4) To serve notice upon the University in writing on or before July 1, 1952, of its ability to comply with the conditions imposed upon the Hospital by this instrument. Upon the approval by the University that such conditions have been fulfilled, it shall be understood between the parties that the agreements herein contained shall become effective six months from the date of such notice, or at the option of the University, whenever the Hospital shall occupy its new hospital plant and has otherwise complied with the terms hereof.

5) To establish and maintain the internal organization of the said Hospital according to the most efficient and modern methods of hospital management, including the organization of a Training School for Nurses, and subject to the approval of the University.
Board of Trustees
June 12, 1930

E) To appoint a consulting, attending and resident staff, upon the nomination of the University, and to grant to said staff the sole right to furnish medical services to all patients within the hospital, except that the hospital may extend the privileges of its facilities to physicians of good standing who are not formally appointed as members of the staff, for the care of their private patients, provided, however, that the appointed staff of the hospital are to exercise supervision over the standards of professional services of such courtesy staff and that this privilege may be withdrawn by the appointed staff in the case of any physician whose standards of professional work and practice are not satisfactory, or do not continue to be satisfactory, to the appointed staff.

It is further understood that the hospital reserves the right to refuse appointment to the staff of any nominee of the University and to request the University to make another nomination, but that after any such appointment is made, removal may be effected only by joint action of the parties hereto.

It is further understood that nothing in this instrument is to be interpreted as preventing any patient in the hospital, if he so desires, from calling any physician, not a member of the appointed staff, into consultation with members of the said staff.

F) To appoint a superintendent, a superintendent of nurses, and other principal administrative officers, exclusively with the consent of the University.

G) To cause such changes to be made in the charter and by-laws of the hospital as may be necessary or desirable in the joint opinion of the parties hereto, in order to carry out the provisions of this agreement.

II.
The University on its part agrees:

A) To make the hospital a center for the teaching on a high scientific standard of clinical medicine in such branches as the University may consider to be feasible, and including under-graduate and post-graduate instruction, and the training of interns.

B) To give preference to colored physicians, in making nominations to the attending staff, whenever suitable candidates
among colored physicians are available, it being understood that personal and professional qualifications, regardless of race, shall be the determining factors in individual appointments. Within the limits of such selection, for such nominations, it is expected that the initial attending staff will be composed of not less than 60% of colored physicians, the consulting staff being mainly derived from the staff of the University Clinics, and the resident staff, being wholly colored.

C) To pay all salaries, if any, of consulting and attending members of the staff, it being understood that if salaries are paid to interns, residents or assistant residents, they shall be paid by the Hospital. It is further understood, however, that in connection with the furnishing of the professional medical care of patients by members of the staff on full-time appointments, if any, the University shall have the right to make a reasonable charge to patients able to pay for such services.

D) To pay all costs of purely teaching and research activities conducted by the University within the hospital.

E) To appoint a Director of University Clinics, who will represent the University in matters pertaining to this agreement.

F) It is further understood and agreed that the financial obligations of the University under this instrument are limited to such sums as may be made available to the University expressly for its requirements hereunder.

III.

It is mutually agreed between the parties as follows:

A) This agreement shall be in force from the date as determined in Article I, Paragraph C, above, and shall continue in force thereafter, subject to termination on the thirtieth day of June in any year, at the election of either party upon one year's prior written notice, delivered by one party to the other party. It is further understood that it will be sufficient for the service of such a notice, and for all other notices required by this instrument to be delivered by one party to the other, for such notices as may be deemed advisable to serve upon the University, to be delivered to one of its executive officers at the offices of the University in Chicago, Illinois, or to be sent by registered mail, postage prepaid, addressed to the University at the same address, and for such
Board of Trustees

June 12, 1950

notice as it may be deemed desirable to serve upon the Hospital, it will be sufficient if the same is delivered to one of its executive officers at the office of the Hospital in Chicago, Illinois, or sent by registered mail, postage prepaid, addressed to the Hospital at the same address. Either party may furnish to the other party in writing an address in the City of Chicago for the express purpose of receiving notices, receipt of which shall be acknowledged by the other party, in lieu of the address herein specified.

It is further understood and agreed that this agreement may be terminated by either party in the event of any default in the covenants and agreements of the other party hereto, provided written notice of such default and of the intention to declare this agreement terminated six months after the date of such notice, is given by one party to the other, and provided further that such default complained of by the party serving such notice shall not be cured during such six months.

It is further understood and agreed that all catalogs, circulars, announcements and other printed matter, in which reference is made to this agreement, or to the cooperation between the parties hereto provided for in this agreement, issued by one party hereto, shall be subject, before such issuance, to the approval of the other party hereto.

In witness whereof, the parties have caused this instrument to be executed in their corporate names the day and year first above written.

THE UNIVERSITY OF CHICAGO
By Harold H. Swift
President of its Board of Trustees

Attest:
John F. Moulds
Secretary

Attest:
Albert B. George
Secretary.

THE PROVIDENT HOSPITAL AND
TRAINING SCHOOL ASSOCIATION
By Alexander L. Jackson
President

Attest:
Alva J. Bland
Secretary

Attest:
Albert P. George
Secretary.
The Business Manager presented the following communication:

The records of the Development Fund show that on June 4, 1930, alumni of the University had pledged to the Development Fund a total of $1,947,936.84, of which there had been paid $1,651,190.45 and of which there remained not due or delinquent a balance of $516,746.59. On June 30, 1930, the five-year subscription period of most of the alumni pledges to the Development Fund will come to a close. During the present fiscal year special effort has been made to revive and collect delinquent subscriptions and since January 1, 1930, the sum of $64,017.11 has been collected on such accounts. These results are gratifying, and it is proposed to continue this plan during the coming fiscal year. The expense involved, in addition to the normal cost of handling the Development Fund accounts, is estimated at $2,500. It is recommended that this sum be appropriated from General Reserve for the use of the Business Manager for the purpose indicated.

It was moved and seconded to appropriate $2,500 from General Reserve for the use of the Business Manager in reviving and collecting delinquent subscriptions to the Development Fund, and, a vote having been taken, the motion was declared adopted.

The Business Manager presented the following communication:

The Committee on Buildings and Grounds at its meeting on April 9, 1930, voted to recommend to the Board that sundry expenses for rental, taxes, repairs, heating, moving expenses, and miscellaneous, aggregating an estimated $5,000, incurred in connection with the removal of the operations of the School of Education now conducted in Kimbark Hall to the property, 5821-5 Dorchester Avenue, be covered by an appropriation to be made by the Board of Trustees from General Reserve.

Since the above estimates were made, it appears that certain additional repairs to the building and minor alterations and changes will be necessary. It is therefore recommended that the amount to be thus appropriated be increased to a figure of not to exceed $5,000, as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental</td>
<td>$2,000</td>
</tr>
<tr>
<td>Taxes</td>
<td>$1,000</td>
</tr>
<tr>
<td>Repairs, heating, moving expenses and miscellaneous</td>
<td>$2,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$5,000</strong></td>
</tr>
</tbody>
</table>

It was moved and seconded to increase the appropriation previously made from General Reserve for sundry expenses incurred in connection with the removal of the operations of the School of Education now conducted in Kimbark Hall to the building at 5821-5 Dorchester Avenue from $5,000 to not to exceed $5,000.
as recommended, and, a vote having been taken, the motion was declared adopted.

The Business Manager presented the following communication:

At the meeting of the Board of Trustees held August 2, 1929, the Business Manager was authorized to effect a cancellation of the ninety-nine year lease to Lombard College, dated May 1, 1917, demising the premises on Sixtieth Street, west of Dumbarton Avenue, and the sum of $45,000 was appropriated to provide for payment of the appraised value of the improvements, consisting of the Ryder Divinity School dormitory and the church library building. At the same meeting a proposal that the University enter into a cooperative arrangement in the nature of an affiliation with the Orthogenic Institute was approved in principle and referred to the Committee on Instruction and Equipment with power to act.

In the course of negotiations with Lombard College following the above action, it appeared that a sub-lease of the ground under the church library building had been made by Lombard College to the First Universalist Society, which holds a ninety-nine year lease from the University covering the church premises adjacent to the Lombard premises on the east. It also appeared that the library building had been erected with funds procured by the church and that the latter regarded the building as an indispensable part of its church plant. While the University does not appear to have taken any official action in recognition of this arrangement between the College and the Church, all the factors in the situation have been given full consideration and it is now believed that an arrangement satisfactory both to the Church and the University can be worked out. I now desire to report that after due notice to the First Universalist Society and with its full knowledge, the agreement of affiliation with Lombard College has been terminated, substantially in accordance with the action taken at the May meeting of the Board, payment of the sum of $52,551 has been made to the College by the University covering the appraised value of the dormitory building on the premises, and possession thereof will be given the University on June 24, 1950. It is expected that arrangements will also be concluded with the Orthogenic Institute, substantially in accordance with the authority granted to the Business Manager and to the Committee on Instruction and Equipment at the meeting of the Board held March 15, 1950.

The present negotiations with the First Universalist Society contemplate the termination of their ninety-nine year lease in the year 1940 upon payment by the University of the present appraised value of the church and library buildings, less depreciation at 2 per cent per annum, with the privilege on the part of the University in the meantime to remove the library building, at its expense, from the present site to a new location contiguous to the church.
#26 - Board of Trustees

June 12, 1950

It is recommended that the matter of concluding negotiations with the Orthogenic Institute be re-referred to the Committee on Instruction and Equipment with power to act, and that the matter of the negotiations with the First Universalist Society be referred to the Committee on Buildings and Grounds or to a special committee to be appointed by the President of the Board, also with power to act, and that the officers of your Board be authorized to execute and deliver any and all documents which may be required to make such arrangements legally effective.

It was moved and seconded to refer to the Committee on Instruction and Equipment, with power to act, the matter of concluding negotiations with the Orthogenic Institute; to refer to the Committee on Buildings and Grounds, also with power to act, the matter of negotiations with the First Universalist Society, with the understanding that the valuation to be placed upon the church and library buildings shall not exceed $100,000; and to authorize the officers of the Board, to execute and deliver any and all documents which may be required to make such arrangements legally effective, and, a vote having been taken, the motion was declared adopted.

Adjourned.

[Signature]

Secretary.
The regular monthly meeting of the Board of Trustees was held in the Board room on Thursday, July 10, 1930, at 2 p.m.

There were present: Mr. Swift, in the chair, Messrs. Axelson, Bell, Falsenthal, Holden, Lindsay, Quantrell, Rosenwald, Scott, Sherer, Stevens, and Stifler; also Messrs. Fairweather, M. A. Ryerson, Shull, Smith, and Stuart sent word of their inability to be present.

Prayer was offered by Mr. Stifler.

The minutes of the meeting held June 12, 1930, were approved.

The Secretary of the Board presented copies of the minutes of the following meetings of standing committees, copies of the minutes having previously been sent to all members of the Board: Committee on Buildings and Grounds, June 13, and 24, 1930; Committee on Finance and Investment, June 27, 1930; and Committee on Development, June 4, and 19, 1930.

It was moved and seconded to accept the minutes and approve all actions recorded therein, and, a vote having been taken, the motion was declared adopted.

The Secretary of the Board submitted the following reports:

Dr. Ralph Waldo Webster, Clinical Professor of Medical Jurisprudence in the Department of Medicine at Rush Medical College, died July 2, 1930. Dr. Webster was a member of the staff of Rush Medical College from 1908 until his death.

Miss Katherine Martin, Assistant Professor in the College of Education, died July 7, 1930. Miss Martin was a member of the University Faculty from July 1, 1910, until her death.

The President of the Board, in accordance with the authority granted him at the June meeting, appointed the following as a committee to receive and consider recommendations for improvement in the administration of the University: Messrs. Swift, Bond, Viro-Chairman, Axelson, Stuart, and Bell.

The reports were received and ordered placed on file.

The Secretary of the Board reported that the Special Committee on University Clinics, at its meeting held July 3, 1930, had recommended to the Board of Trustees that the portion of Article XVII of the University Statutes governing for a Board of Hospitals, the need for which is no longer existent, be rescinded.

It was moved and seconded to amend Article XVII of University Statutes, by deleting from it the provision for a Board of Hospitals, by deleting from Section 1 the
words, "and hospitals", and from the list of Boards in the same section, the words, "The Board of Hospi-
tals", and omitting paragraph "j" of Section 2, re-
texting all subsequent paragraphs to conform, and,
a vote having been taken, the motion was declared adopted.

Mr. Bond, Chairman of the special committee considering the question of retirement of Trustees upon reaching a certain age, moved, in accordance with the notice given at the last meeting of the Board of the intention to present an amendment, to the By-laws, that the following article be added to the By-laws:

The Board of Trustees may elect Honorary Trustees at any regular meeting by an affirmative vote of not less than thirteen members. Any member of the Board of Trustees who shall attain the age of seventy years in any calendar year in which he has served as Trustee, or shall have attained such age prior to June 12, 1950, shall become an Honorary Trustee at the expiration of his term of office. Honorary Trustees shall not be members of the Board of Trustees, shall not have the privilege of voting or of holding any office which is filled by election or appointment from among the members of the Board, but may attend and participate in the regular meetings of the Board of Trustees and of its standing committees.

The motion was seconded, and, a vote having been taken, the motion was declared adopted.

It was moved and seconded that the amendment just adopted be numbered Article VIII, and that the arti-
cles of the By-laws now appearing in the By-laws as Articles VIII and following, be renumbered as Article IX and following, and, a vote having been taken, the motion was declared adopted.

The Secretary of the Board presented a statement concerning his action in having transmitted by mail to each member of the Board at least five days before the meeting on July 10 a copy of the proposed amendment of the Articles of Association; in this con-
nection he read the following certificate:

July 10, 1950

This is to certify that I, John F. Moulds, as the Secretary of the Board of Trustees of the University of Chicago, a corpora-
tion of the State of Illinois; that as such Secretary, I am
the keeper of the records and seal of the said corporation;
that at the regular meeting of the Board held on June 12,
1950, notice of the intention to amend Article V of the
Articles of Incorporation was given and was accepted, as ap-
ppears in the record of the minutes of the said meeting, and
that the Secretary of the Board was further instructed at
said meeting to transmit to each member of the Board at least five (5) days before its next meeting a copy of the proposed
amendment as provided for in Article XV of the By-laws.
together with form of proxy to be executed and returned to the Secretary for use in the event of inability to attend the meeting; that in pursuance of such instruction and in compliance with Article XV of the By-laws, I did on 3rd day July 1950, deposit in the United States mail, postage prepaid, and addressed to each member of the Board, a notice of the next meeting of the Board, including thereto a copy of the proposed amendment, to wit: To substitute the following:

At all times not less than three-fifths of the Trustees shall be members of Christian churches, and of this three-fifths a majority shall be members of Baptist churches. At no time shall the number of Trustees belonging to any other denomination exceed the number of Baptists upon such Board, for the third paragraph of Article 3 of the Articles of Incorporation (as amended October 10, 1925, and December 8, 1926) which now reads:

At all times three-fifths of the Trustees shall be members of Baptist Churches;

and that hereto is attached a copy of such notice.

(Signed) John F. Moulds
Secretary of the Board of Trustees of the University of Chicago.
The next regular meeting of the Board of Trustees will be held on Thursday, July 10, at 2 p.m., at the offices of the University, 5850 South Woodson Avenue, Chicago.

At that time action will be taken upon the proposed amendment to Article 8 of the Articles of Association of the University of Chicago, notice of which was given at the meeting of the board held on June 12, 1950, as follows:

To substitute the following:

"At all times not less than three-fifths of the Trustees shall be members of Baptist churches, and of this three-fifths a majority shall be members of Baptist churches. At no time shall the number of Trustees belonging to any other denomination exceed the number of Baptists upon said Board."

For the third paragraph of Article 5 of the Articles of Incorporation (as amended October 10, 1923, and December 8, 1939) which now reads:

"At all times three-fifths of the Trustees shall be members of Baptist Churches."

A copy of Article 5, as it will read if amended as proposed, is enclosed.

There is also enclosed a form of proxy which you are requested to fill out and return promptly. It is very desirable, however, that all members of the Board arrange to attend the meeting in person in view of the fact that the By-laws require a vote of two-thirds of all of the members of the corporation in order to pass an amendment. In the event of personal attendance the proxy will not be used.

Respectfully submitted,

John F. Moulds
Secretary of the Board of Trustees.
The President of the Board then called up for consideration the amendment of Article 5 of the Articles of Association. Trustee Sherer then presented the following motion:

Resolved that the third and fourth paragraphs of Article 5 of the Articles of Association of the University of Chicago, now reading

At all times three-fifths of the Trustees shall be members of Baptist churches.

No other religious test or particular religious profession shall ever be held as a requisite for election to said Board or for admission to said University or to any department belonging thereto or which shall be under the supervision or control of this corporation, or for election to any professorship, or any place of honor or emolument in said corporation, or any of its departments or institutions of learning;

be and the same are hereby amended to read as follows:

At all times not less than three-fifths of the Trustees shall be members of Christian churches, and of this three-fifths a majority shall be members of Baptist churches. At no time shall the number of Trustees belonging to any other denomination exceed the number of Baptists upon such Board.

No other religious test or particular religious profession shall ever be held as a requisite for election to said Board or for admission to said University or to any department belonging thereto or which shall be under the supervision or control of this corporation, or for election to any professorship, or any place of honor or emolument in said corporation, or any of its departments or institutions of learning.

The motion was duly seconded and the motion having been put to a vote, the result of such voting was as follows: twelve members present voted in favor of the motion.

Trustee Scott presented executed proxies from the following Trustees who were absent from the meeting:

Harrison B. Barnard
Thomas E. Donnelley
Cyrus S. Eaton
Harry B. Gear
Samuel C. Jennings
Frank McNair
Wilber E. Post
Martin A. Ryerson
Delos C. Shall
George Otis Smith
John Stuart

and stated that in accordance with the authorization in the proxy he was voting for each of the said Trustees in favor of the amendment.
The President then announced that the vote was as follows: twelve Trustees present in favor of the amendment; eleven Trustees voted by proxy in favor of the amendment; a total of twenty-three Trustees in favor of the amendment, and that the affirmative vote was twenty-three which is in excess of two-thirds of all of the members of the corporation, and that he therefore declared the amendment adopted.

Upon recommendation of the Comptroller, it was voted to increase the salary of Harvey C. Daines, Assistant Comptroller, from $6,000 to $6,500 per year from July 1, 1950, and a vote having been taken, the motion was declared adopted.

The Vice-President and Dean of Faculties reported the receipt of the following contributions and grants, and recommended their acceptance with a suitable expression of the appreciation of the Board:

- From Mr. Charles H. Swift, a contribution of $15,000, to be added to the fund established by him October 18, 1929, and known as the Charles H. Swift Trust Account.
- From the Committee on Medical Research of the National Tuberculosis Association, a grant of $7,400 for the year 1950-51, to be used under the direction of Dr. Esmond S. Long in the investigation of certain phases of the tuberculosis problem.
- From the estate of LaVerna Noyes, a pledge of $7,000 for scholarships at Rush Medical College for the year 1950-51.
- From Mr. Robert L. Scott, a contribution of $5,000 to be added to the general endowment of the University, the income therefrom to be applied to the current expenses of the School of Social Service Administration.
- From Mr. F. A. Upsher Smith, Sexton Building, Minneapolis, Minnesota, $2,000, for the support of a fellowship to be known as the Upsher Smith Fellowship, for the investigation, under the direction of Professor H. R. Van Dyke, of the Department of Physiological Chemistry and Pharmacology, of the active principles of Digitalis Purpurea.
- From the Grisard Laboratories, Incorporated (formerly Anasarcin Chemical Company), Manchester, Tennessee, $1,200 for the support of a fellowship in the Department of Pharmacology to study Squill Compounds.
- From an anonymous donor, $1,000 to supplement the salary of Dr. Julius L. Siegel, Instructor in the Oriental Institute, for the year beginning July 1, 1950.
From the Joint Committee on Food Protection of the American Bakers' Association and the Associated Bakers of America, a pledge of $500 for studies on food poisoning, under the direction of Professor E. O. Jordan, of the Department of Hygiene and Bacteriology.

From Mrs. Elsie Clews Parsons, North Haven, Maine, a pledge of $500 for the continuation of certain anthropological field work in the Southwest under the direction of Professor Sipip.

From Mr. Ralph H. Hobart, 200 South La Jolla Street, a pledge to contribute $300 annually, on the terms out of the Alumni Gift Fund Pledge Card, with the request that the acknowledgment indicate that the gift will be accepted and used for the general purposes of the Divinity School of the University.

From Mr. Lorado Taft, a number of valuable casts, purchased from the museum, shown for the Department of Art.

It was moved and seconded to accept the several contributions and grants as reported, and to instruct the Secretary of the Board to extend to the donors the hearty thanks of the Trustees, and, a vote having been taken, the motion was declared adopted.

The Vice-President and Dean of Faculties presented the following appointments and reappointments which had been reviewed and recommended by the Committee on Instruction and Equipment:

Appointments:

Dr. Norman E. Scammon, now of the University of Minnesota, as Professor in the Department of Anatomy, with an annual salary of $12,000, effective as of July 1, 1950. (This is an appointment of primary importance. Dr. Scammon is forty-seven years of age and is recognized as a clinician at the first rank and an administrative officer of exceptional ability. His special field is the anatomy and physical development of children. It is understood that the President's plans for the re-organization of associate administration are adopted, Dr. Scammon will be appointed Dean of the Biological Division of the University. His salary is to be provided from Contingent Expenditures Reserve.)

Dr. J. A. O. Larsen, now of Ohio State University, as Associate Professor in the Department of History, for three years, effective October 1, 1950, with an annual salary of $5,000, chargeable to undesignated items in the budget of the department.

James U. Young, as Professor of Advertising in the School of Commerce and Administration, (part time) for one year, effective October 1, 1950, with a salary of $1,500, to be divided equally between the budget of the School of Commerce and
Administration and that of University College. Mr. Young is expected to give instruction in the Winter Quarter only.

Leslie Spier, of the University of Washington, as Visiting Associate Professor in Anthropology, for the Winter Quarter of 1951, with a salary of $1,500.

Milton C. Towner, as Assistant Professor in the Department of Education, for a period of one year, effective October 1, 1950, with a salary of $5,000, $2,000 to be provided from the budget of the Department of Education and $1,000 from the budget of the University Survey.

Clifford C. Crump, now of the University of Minnesota, as Associate Professor of Astronomy and Secretary and Librarian of the Yerkes Observatory, for three years effective September 1, 1930, with a salary of $4,000, of which part is provided in the department budget and the remainder by a transfer from Contingent Expenditures Reserve.

Irene Sandiford, now of the Mayo Clinic, Rochester, Minnesota, as Assistant Professor of Biochemistry in the Department of Medicine, on a four quarter basis for three years with an annual salary of $5,600, effective December 1, 1950, to be charged to the John D. Hertz Fund for Investigation of Disorders of the Pituitary Gland.

Reappointments of members of the staff of the Home Study Department for the year 1950-51:

- George L. Marsh, Extension Professor in English;
- Matilde C. Tufts, Extension Professor in Philosophy;
- Annie M. MacLean, Extension Assistant Professor of Sociology.

It was moved and seconded to make the appointments and the reappointments, all as recommended, and, a vote having been taken, the motion was declared adopted.

Upon recommendation of the Vice-President and Dean of Faculties and with the concurrence of the Committee on Instruction and Equipment,

- It was moved and seconded to make the following appropriations from the Rosenwald Special Fund:
  - $17,000 for the purchase of permanent equipment for the work of Professor Richard E. Scammon, for the transfer of records and materials from Minneapolis, and for the current support, during the year 1950-51, of his research work.
  - $5,000 for the purchase of special apparatus, equipment and supplies for the Department of Chemistry.
$3,500 for the support of the research work of Miss L. J. Roberts, Chairman, Department of Home Economics, in the University Cooperative Nursery.

$600 for the purpose of providing enlarged refrigeration space for the use of the Department of Hygiene and Bacteriology.

$500 toward the expenses of Professor F. C. Koch in attending the International Congress for Sex Research in London.

and, a vote having been taken, the motion was declared adopted.

Upon recommendation of the Vice-President and Dean of Faculties,

It was moved and seconded to grant permission to Otto F. Bond, Associate Professor of Romance Languages, to accumulate three quarters of extra vacation credit, and, a vote having been taken, the motion was declared adopted.

Upon recommendation of the Vice-President and Dean of Faculties,

It was moved and seconded to appropriate $6,000 from General Reserve for certain alterations in the Law Building, Culver Hall, the old Gymnasium of the Laboratory Schools, and the Classics Building, made necessary by the transfer of activities, and, a vote having been taken, the motion was declared adopted.

The President of the Board presented the following communication:

In accordance with the By-laws, which state that the standing committees, other than the Committee on Budget and that on Appropriations, shall be appointed by the President of the Board, with the concurrence of the Board, at the first meeting following the annual meeting, or as soon thereafter as possible, I present my recommendations as follows:

Finance and Investments: Charles A. Holden, Chairman, William Scott Bond, Vice-Chairman, Frank McGair, Eugene M. Stuart, John Stuart, (To be named later).

Buildings and Grounds: Thomas E. Donnelly, Chairman, E. L. Dickson, Jr., Vice-Chairman, Robert L. Avery, Harrison E. Barnard, Martin A. Ryerson, and John Stuart.

Instruction and Equipment: William Scott Bond, Chairman, Albert E. Shriver, Vice-Chairman, Baird Hall, Albert E. Foot, Julius Rosenwald, and James M. Stifler.
Board of Trustees

July 10, 1930

Development: Sewall L. Avery, Chairman, E. L. Ayreson, Jr., Vice-Chairman, Harrison B. Barnard, Frank McAskill, Robert L. Scott, and Eugene M. Stevens.


Audit and Securities: Charles F. Axelson, Chairman, Harry B. Gear, Vice-Chairman, Laird Bell, Samuel C. Jennings, and James M. Stifler.

It was moved and seconded to concur in the appointment of standing committees for 1930-31 as recommended by the President of the Board, and, a vote having been taken, the motion was declared adopted.

The Assistant Business Manager presented the following communication on behalf of Mr. Steere:

On July 10, 1924, your Board concurred in the recommendation of the Finance and Investment Committee that the bond of Trevor Arnett, Business Manager, be set at $100,000. No special action has been taken concerning my bond and, therefore, in accordance with Section 5, By-law V, the bond of the Business Manager is carried in the sum of $100,000 with the American Surety Company of New York. It is requested that you approve this bond or a bond in such sum as you may deem proper.

It was moved and seconded to approve the bonding of Mr. Steere as Business Manager in the sum of $100,000 with the American Surety Company of New York, and, a vote having been taken, the motion was declared adopted.

The Assistant Business Manager submitted the following two reports:

The University is a beneficiary under the will of Samuel Blake Willsden, filed in the Probate Court of Cook County, June 26, 1930. The First Union Trust and Savings Bank is named as executor. The provision of the will relating to the University is as follows: "I give, devise and bequeath unto The University of Chicago for its Department of Geography and Geology, all my bound volumes of the National Geographic Magazine and set of London Times History of the War."

The University has been named in the will dated March 10, 1927, of Henry C. Folger, who died June 11, 1930. The will provides that the residue of the estate, estimated at $10,000,000 is to be given to the trustees of Amherst College upon condition that within three years from the date of the testator's death the trustees install and establish his Shakespeare collection as a permanent library in a building in Washington, D. C. to be known as the Folger Shakespeare Library.
Memorial and to be maintained as a separate and distinct library for the promotion and diffusion of knowledge in regard to the writings and history of Shakespeare. In the event the trustees of Amherst College fail or refuse to undertake the trust or comply with the conditions thereof, or if Amherst College or its trustees should cease to exist, then the property is to be transferred to the Trustees of The University of the University of the University of Chicago should fail or refuse to accept the trust, or should fail to comply with the conditions thereof, then the property is to be transferred to the Library of Congress Trust Fund Board under the same conditions and trusts.

The reports were received and ordered placed on file.

The Business Manager presented the following communication:

The Buildings and Grounds Committee through informal action, approved by Messrs. Donnelley, Avery, and Bond, recommended to the Board of Trustees that it appropriate $1,750.69 from Final Gift Reserve to pay the architectural and engineering fees for a proposed extension of Mandel Hall to the north. These professional services were authorized by the committee on August 15, 1928. The charges are as follows: Charles Hodgson & Son, architectural services, $1,000; and Neilson, Rich and Company, engineering services, $750.69.

It was moved and seconded to appropriate $1,750.69 from Final Gift Reserve to pay the architectural and engineering fees for the proposed extension of Mandel Hall to the north, and, a vote having been taken, the motion was declared adopted.

The Business Manager presented the following communication:

On June 15, 1929, there was reported to this Board an appropriation of the General Education Board of $1,000,000 for construction of the Department of Pediatrics in the School of Medicine. With the completion of Bobo Robert's Memorial Hospital, payment of this appropriation has been requested. The General Education Board has presented an agreement to the Board of Trustees covering this appropriation. This form has been approved by Mr. Woodward and Dr. Mcllaren. It is recommended that the accompanying resolution be adopted.

Agreement

General Education Board and
The Board of Trustees of the University of Chicago

For $1,000,000

Whereas, the Board of Trustees of The University of Chicago, located at Chicago, in the State of Illinois, (hereinafter referred to as the "University") has constructed, equipped, and
July 10, 1950

The Board of Trustees

endowed the Bobs Roberts Memorial Hospital on University property, which was made possible through a gift of $1,000,000, and has indicated its purpose to provide adequately for its maintenance; and

Whereas, The University has submitted a formal request to the General Education Board (hereinafter referred to as the "Board") for an appropriation of the million dollars ($1,000,000) for endowment of the Department of Pediatrics at the University, said Department to be closely affiliated with the Bobs Roberts Memorial Hospital, as set forth in correspondence;

Therefore, in consideration of the intention of the University to comply with the terms of this agreement, the Board hereby pledges to the University a sum not exceeded One million Dollars ($1,000,000) for endowment of the aforesaid Department of Pediatrics of the School of Medicine of the University.

It is understood that if at any time the University shall decide that said Department of Pediatrics does not require all or any part of the income from the endowment heretofore pledged, the University shall be free to use the income, or such part thereof as is not required, for other purposes of the University, except that no part of the income shall be used for specifically theological instruction.

Within ninety days after the receipt by the Board of a copy of this pledge, duly accepted by the University, the Board will pay its pledge

1) in cash; or

2) in securities at their market value on or at as nearly as possible the time of payment; or

3) partly in cash and partly in securities at their market value on or at as nearly as possible the time of payment; or

4) the Board will reserve the right to defer payment of any and all sums due for a period of ten (10) years from the due date thereof. Interest at the rate of five per cent (5%) per annum, dating from July 1, 1950, shall be paid semi-annually in cash on all sums the payment of which has been deferred. The Board shall have the privilege at any time of anticipating the payment of any and all such deferred sums in cash and/or securities, as aforesaid, thirty days notice of its intention to anticipate payment to be given by the Board to the pledgee;

Provided, That if this pledge be not accepted by the University by or before September 1, 1950, the pledge of the Board herein made shall be and become null and void.
Board of Trustees
July 10, 1930

The University, by the acceptance of this pledge, agrees to comply with the conditions above set forth on which this pledge is made and on which the payments under it are to be made.

This pledge is executed pursuant to a resolution adopted by the Board on the 22nd day of November, 1928.

In Witness Whereof, the Board has caused this pledge to be signed and its seal affixed by its duly authorized executive officers.

It was moved and seconded to adopt the following resolution:

Be It Resolved That the attached conditional pledge of The General Education Board is hereby accepted by The Board of Trustees of The University of Chicago, located at Chicago, in the State of Illinois, and said Board of Trustees covenants and agrees that if the terms of the pledge are complied with and the money paid by The General Education Board, it will faithfully perform the covenants on behalf of said institution contained in this pledge.

Adjourned.

Secretary.
The regular monthly meeting of the Board of Trustees was held in the Board Room on Thursday, August 14, 1930, at 2 p.m.

There were present: Mr. Swift, in the chair, Messrs. Avery, Axelson, Barnard, Ball, Roaf, Falconbridge, Gear, Holden, Lindsay, McNair, Post, R. A. Ryerson, Scott and Sherer; also Messrs. Daines, Fillery, Flinton and Steere.

Messrs. Eaton, Jennings, Quimby, Reynolds, H. L. Ryerson, Small, Smith, Gerson, Stoffers, and Stuart sent word of their inability to be present.

Prayer was offered by Mr. Lindsay.

The minutes of the meeting held July 10, 1930, were approved.

The Secretary of the Board presented copies of the minutes of the following meetings of standing committees, copies of the minutes having previously been sent to all members of the Board: Committee on Finance and Investment, July 16, and August 1, 1930; Committee on Buildings and Grounds, July 29, 1930; and Committee on Instruction and Equipment, July 10, 1930.

It was moved and seconded to accept the minutes and approve all actions recorded therein, and, a vote having been taken, the motion was declared adopted.

The Secretary of the Board presented the following list of candidates for certificates and degrees:

Candidates for Bachelor's Degrees in the Colleges

1. In the Colleges of Arts, Literature, and Science

For the Degree of Bachelor of Arts:

Frederick Edward Bloom
Ruth Frances Davidson
Jean Catherine Laird
Ruth Jean Peterson
Lillian Elizabeth Shaleen

For the Degree of Bachelor of Philosophy:

Joseph Isidore Berkenfield, Jr.
Josephine Bednar
Ethel Boorham
Elsie Bone
Helen Bone
Isabella Bower
Jane Drummond
John Dunbar
Elizabeth Eames
Josephine Elowick

Candidates for Certificates and Degrees

For the Degree of Bachelor of Science:

Isabel Elizabeth Bicknell
Charles Robert Binyon
Josephine Bonner
Annie Bonner
Margaret Elizabeth Brown
Elizabeth Cauthen
Colin Congdon
Cyril Congdon
Charles Congdon

For the Degree of Bachelor of Law:

Elizabeth C. Congdon
Charles Robert Congdon

For the Degree of Bachelor of Medicine:

Elizabeth C. Congdon
III. IN THE COLLEGE OF COMMERCE AND ADMINISTRATION

For the Degree of Bachelor of Philosophy:

William Robert Benner
Aart de Jong
Eugene Abraham Gelbspan
Chester E. Humphries Gray
Elizabeth Rose Mailhot
Delbert Roy McDowell
Herbert Clifford Rich
Ruth Rosenthal
Edgar Salzenstein
Ely George Sanditen
Jack Louis Sheer
Vincent O. Smith
Larry Ryan Stanton
Ralph Nathan Valentine

IV. IN THE COLLEGE OF SOCIAL SERVICE ADMINISTRATION

For the Degree of Bachelor of Philosophy:

Millie S. Gilbertson
Emma Lucetta Hodgin

CANDIDATES FOR HIGHER DEGREES

I. THE DEGREE OF MASTER OF ARTS

I. IN THE GRADUATE SCHOOL OF ARTS AND LITERATURE

WALDO LOREN ADAMS
B.S., Lawrence College, 1920

WINFIELD DEMPY ADESON
B.A., Illinois State College, 1919

JOHN ROBERT ALGREN
B.A., University of Illinois, 1918

DERRICK PEYTON ALSTON
B.A., Arizona State College, 1923

AFRAHAKKHAN ANWAR
M.A., University of Chicago, 1920

FRED ROBERT ANDERS
M.A., University of Chicago, 1922

RUTH BARBER BLAIR
B.A., Washington College, 1921

FELIX HENRY BRUCE
B.A., University of Nebraska, 1924

DOUGLAS JOSEPHINE BANKS
B.A., University of Iowa, 1931

JOSEPH BARRON
B.A., University of Chicago, 1928

OLIVE LILLIAN BARTON
B.A., University of Chicago, 1927

HELEN OLDEMAR BEECHAM
B.A., University of Nebraska, 1927

EDWIN WEBB BEESER
B.A., University of Nebraska, 1924

WILLIAM REUBEN BEATT
B.A., University of Nebraska, 1927

ELIZABETH BROKEN
B.A., University of Chicago, 1922

MARY KATHLEEN BROOK
B.A., University of Chicago, 1922

DELAHAZ ESHEL BYRD
B.A., University of Chicago, 1922

DOROTHY JUDITH BURFORD
B.A., University of Nebraska, 1923

PAUL BAKER
B.A., University of Oklahoma, 1918

JESSE JOSEPHINE BANKS
B.A., University of Iowa, 1921

ELIZABETH BREDIN
B.A., University of Chicago, 1913

MY KATHERINE BROOKS
B.A., University of Chicago, 1927

Thesis: Achievement in Reading in Rural Schools
Thesis: The Educational Activities of Kiwanis International
Thesis: Consolidated and Non-Consolidated Schools in Manitoba
Thesis: The Production of Cotton in Mississippi with Special Reference to Tensas County
Thesis: La Religion en Aargos en su Vida
Thesis: Carlyle’s Repudiation: Its Extent and Kind
Thesis: Opinions on Punishment: Their Content and Rationale
Thesis: The Adolescent Girl in Literature and Psychology
Thesis: Civilization: Architecture
Thesis: Social Psychology in the Interpretation and Furthering of Personality Adjustment
Thesis: Liberty as an Issue in Virginia Politics, 1828-39
Thesis: The Domestic Policy of the First British Labor Government
Thesis: A Study of the World's Judgments of High-School Students
Thesis: Why Do People
Thesis: The Relation of Child to World in the Development of Animal Understanding
<table>
<thead>
<tr>
<th>Name</th>
<th>Thesis</th>
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</thead>
<tbody>
<tr>
<td>Laura Marie Brown</td>
<td>The Achievement of English in Our Formula of Truth in Grammar</td>
</tr>
<tr>
<td>Jane Victory Brown</td>
<td>Educational Opportunities for Gifted Children in Relation to Country</td>
</tr>
<tr>
<td>Janet bridges</td>
<td>The Relation of Talents, Arnold and Thomas Arnold</td>
</tr>
<tr>
<td>Carl Willard knoll</td>
<td>The Effect of Physical Education on Physical Traits and Safety of College Students</td>
</tr>
<tr>
<td>George Glenn Cameron</td>
<td>The Modern Empire</td>
</tr>
<tr>
<td>Norman Altheim Chambers, Jr.</td>
<td>The Education of the Children</td>
</tr>
<tr>
<td>Francis Adelaide Chandler</td>
<td>The Education of the Children in Relation to Country</td>
</tr>
<tr>
<td>James Aluminum</td>
<td>The German Philosophy of Music</td>
</tr>
<tr>
<td>David Benjamin</td>
<td>The Constitutional Basis of Public Education, 1929-30</td>
</tr>
<tr>
<td>Benjamin Franklin Clarke</td>
<td>The Relationship of Chemistry and the Teaching of Chemistry</td>
</tr>
<tr>
<td>Albert Moore Clear</td>
<td>The Common-Sense Philosophy of Music</td>
</tr>
<tr>
<td>Ruth Margaret Clemons</td>
<td>The Educational Opportunities for Crippled Children in Relation to Country</td>
</tr>
<tr>
<td>Noel George Craig</td>
<td>The Effect of Evidence in the Permanent Court of International Law</td>
</tr>
<tr>
<td>Clay Odell Cerran</td>
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</tr>
<tr>
<td>Cora Elizabeth Davenport</td>
<td>The Relocation of Evidence in the Permanent Court of International Law</td>
</tr>
<tr>
<td>John F. Chase</td>
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</tr>
<tr>
<td>Carole Alice Dennis</td>
<td>The Social Nature of Children's Education</td>
</tr>
<tr>
<td>Robert A. H. Dilling</td>
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</tr>
<tr>
<td>Elizabeth Mabel Eden</td>
<td>The Prognostic Value of Certain Tests for Predicting the Achievement of High School Graduates</td>
</tr>
<tr>
<td>Louis J. Barbour Eding</td>
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</tr>
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<td>Max Geoffrey Hingst</td>
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</tr>
<tr>
<td>Verna A. Christian Pamplin</td>
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</tr>
<tr>
<td>T. L. C. B. Brown</td>
<td>The Figures of Speech in Peter Sangster's &quot;Ehrenheit der Waldseitenschen&quot; and &quot;Wenkennr&quot;</td>
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<tr>
<td>George de Bree</td>
<td>&quot;La Lance Lyonnasse&quot; and Its Relation to Canselor's &quot;La Fal&quot;</td>
</tr>
</tbody>
</table>
Board of Trustees
August 14, 1950

MRS. ELIZABETH FERHABEND
Lyon College, 1916

LEONA CHRISTINE FERGER
Massachusetts Institute of Technology, 1917

RUTH MARIE FEERIS
Yale University, 1917

PARKER D. FERRIN
Florida State University, 1918

ELIZABETH HARRISON FISHER
Yale University, 1918

CAROLINE S. FISHER
University of Minnesota, 1919

BETH T. FISHER
Cornell University, 1920

RUTH M. FISHER
University of California at Los Angeles, 1921

JOHN B. FISHER
University of Chicago, 1922

GEORGE W. FITZGERALD
University of Nebraska, 1923

HAROLD FLOYD FLANNERY
University of Iowa, 1924

WILLIAM H. FLYNN
University of Wisconsin, 1925

MARY G. FORD
University of Tennessee, 1926

WALTER H. FORSHAY
University of Chicago, 1927

ELIZABETH M. FORMAN
University of California, 1928

ROBERT H. FORMAN
University of California, 1929

MARY C. FORMAN
University of California, 1930

JULIA L. FOSTER
University of California, 1931

MARGARET E. FOSTER
University of California, 1932

ELIZABETH R. FOSTER
University of California, 1933

HARRIET L. FOSTER
University of California, 1934

GERALDINE FOSTER
University of California, 1935

A. M. FOSTER
University of California, 1936

LUCY L. FOSTER
University of California, 1937

ELIZABETH FOSTER
University of California, 1938

GAYLE A. FORSTER
University of California, 1939

MARSHALL FORSTER
University of California, 1940

MARY ANN FORSTER
University of California, 1941

HARRY L. FORSTER
University of California, 1942

MARILYN F. FORSTER
University of California, 1943

ELIZABETH F. FORSTER
University of California, 1944

JACKSON FORSTER
University of California, 1945

JUDITH L. FORSTER
University of California, 1946

ELIZABETH FORSTER
University of California, 1947

JAMES W. FORSTER
University of California, 1948

ELIZABETH L. FORSTER
University of California, 1949

ROBERT H. FORSTER
University of California, 1950

Theodore: The Use of Alternative Copulative Conjunctions in Series of Adjectives, Nouns, and Verbs in Latin
Theodore: The Social Theories of Horace Greeley
Theodore: Rural Type Shadows in Early English Drama and Pastoral Fiction
Theodore: Nomadistic Elements in the Drama
Theodore: The Activity of the Automobile Mechanics as a Basis for Curriculum Making
Theodore: Reflection of the "New Science" in the "Cotter's Saturday Night" and "Gleanings"
Theodore: Time of Williams Force in the Pacific Area by France, Germany, Great Britain, United States, and Japan
Theodore: The Sugar Industry in the British West Indies during the Nineteenth Century
Theodore: The Expansion of Normal Teachers in Normal Schools and State Teachers Colleges
Theodore: Consolidated High Schools in Ohio
Theodore: The Struggle for Religious Liberty in Massachusetts
Theodore: The Feminization of Two Plays of Ibsen
Theodore: Race and Socilization
Theodore: The Emotional Support of Public Education in Marathon County, Wisconsin, 1848-1910
Theodore: Certain Figures of Speech in Shakespeare's "Tempest & Winter's Tale"
Theodore: Studies in Greek Private Life as Portrayed in Temples and "Romulus"
Theodore: A Comparison of Four Types of Organizations of Subjects in Georgia Society
Theodore: The Development of Language Ability During the Elementary School Period
Theodore: The Influence of Extensive Reading upon the Improvement of Reading Ability
Theodore: Elements of Popularity in Representative Current Fiction
Theodore: The Educational Development of Tides in Elementary and Secondary Education
Theodore: People Self-Rating Scales in Applied Electricity
<table>
<thead>
<tr>
<th>Name</th>
<th>Thesis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marguerite Henderson</td>
<td>Thesis: Charles Kingsley's Relation with Carlyle</td>
</tr>
<tr>
<td>Margaret Hendricks</td>
<td>Thesis: The &quot;Witches' Angels&quot; as a Theme for Religious Reform</td>
</tr>
<tr>
<td>Vesta Denny Hicks</td>
<td>Thesis: The Use and Supply of Historical Sources in High-School History Teaching</td>
</tr>
<tr>
<td>Raymond Elysee Hildebrand</td>
<td>Thesis: Ability of People To Read Patterns for Geographical Purposes</td>
</tr>
<tr>
<td>Gladys Rine Hoff</td>
<td>Thesis: The Teaching of Geographical History in American History</td>
</tr>
<tr>
<td>Tamman Charles Hoford</td>
<td>Thesis: A Comparison of Two Methods of Teaching the Linear Equation</td>
</tr>
<tr>
<td>Mary Catharine Jenkins</td>
<td>Thesis: Studies of the Past Times in Certain Contemporary Plays</td>
</tr>
<tr>
<td>Helen Elizabeth Jackson</td>
<td>Thesis: The Council-Manager Plan of Reform, Wisconsin</td>
</tr>
<tr>
<td>Harriet Henry James</td>
<td>Thesis: The Algebraic Function Defined by the Equation of ( \frac{w_2}{w_4} + wz - t )</td>
</tr>
<tr>
<td>Amanda Allan Jones</td>
<td>Thesis: The History and Development of the Graph in Secondary Mathematics</td>
</tr>
<tr>
<td>Mary Stuart Jones</td>
<td>Thesis: Course of Non-Preparation in the Elementary Schools of Louisville, Kentucky</td>
</tr>
<tr>
<td>Theresa Catherine Kiesel</td>
<td>Thesis: The Military Adventure in the &quot;Victorian Nationalism&quot; of France</td>
</tr>
<tr>
<td>Mary Jane Keeler</td>
<td>Thesis: Purification of Dramatic Malls in Shakespearean Drama</td>
</tr>
<tr>
<td>George Hills Kerns</td>
<td>Thesis: Statistical Measures Used by School Administrators</td>
</tr>
<tr>
<td>Glenn Nelson Lashley</td>
<td>Thesis: Social Problems of the Negro in America</td>
</tr>
<tr>
<td>Mary Lewis</td>
<td>Thesis: The Building of Colonial Edwardian Homes, 1900-1914, and the Environment in Which They Were Made</td>
</tr>
<tr>
<td>Mary Lewis</td>
<td>Thesis: Light of Planes on Surfaces in Higher Spaces</td>
</tr>
<tr>
<td>Emily Helen Longfellow</td>
<td>Thesis: A Comparison of Wetland and Desert Used in Teaching Cambridge Geography</td>
</tr>
<tr>
<td>Anna Josephine Longfellow</td>
<td>Thesis: Children's Interest in Two Types of Reading Material</td>
</tr>
<tr>
<td>Alida Maria Dupuy Martin</td>
<td>Thesis: Kinesthetic Factors in the Learning of Reading and Spelling</td>
</tr>
<tr>
<td>Marjory Reeb</td>
<td>Thesis: &quot;Luther,&quot; Works 6-10, as a Source for Roman Private Life</td>
</tr>
</tbody>
</table>
Syllabi: Livingston Mat’s

Muriel E. Sullivan

P. W. D. Bink

R. C. E. D. Milne

Y. L. D. H. Miller

W. L. D. E. Miller

L. D. A. G. Agar

R. L. D. N. Norwood

E. J. D. Offerman

M. D. F. Enders

A. D. B. G. Parker

E. M. D. Jenkins

R. E. D. Pitts

L. E. D. B. Mathis

R. D. E. Seeker

I. D. B. Davis

M. D. B. E. Reddix

I. D. B. E. Reilly

K. D. B. Shepherd

M. D. B. Reddix

C. L. B. Robinson

E. L. B. Roseberry

A. G. B. Ryan

Thesis: Continuity of Movement and Direct Elaborations in the Illinois State

Thesis: Possible Contexts for a Course in the Social Studies as

Thesis: The Meaning of the Term "Other" in Early Sales

Thesis: The Transition High School in Illinois in 1925

Thesis: The Sociogeography and Survey of Certain Sites of the

Thesis: The Development of the "Modern" Church in Illinois

Thesis: The Influence of High School Students in

Thesis: "History of the Illinois State Teachers' Association

Thesis: "William Cooper's Attitudes toward Natural Philosophy

Thesis: The Community High School in Illinois

Thesis: The Effect of Presence of Books on Children's Attitudes

Thesis: Symbols in "Life of the Carver" as a Test for

Thesis: The American Language for Indians during the Period

Thesis: Higher Education for Women in Illinois prior to 1860

Thesis: The American Scene and American Character in Poetry

Thesis: The State Placement of the Additions and Subtractions of

Thesis: Political Interpretation of the School Laws of Pennsylvania

Thesis: English Words in "A's History," LLY-CLESX

Thesis: Equally Ellis and Eighteenth-Century Ciscian

Thesis: Upon B. Doublet and Reconstruction in Wisconsin

Thesis: Theology as a Journalist

Thesis: Features that Influence Age-Grade Distribution

Thesis: An Analysis of Textbooks in Elementary Geography

Thesis: A Study of the Haying Habits and Buying Information of Rural Purchasers of Corn Field
Board of Trustees

August 14, 1929


The Thesis: "The Influence of the Conflict between the Royal

The Thesis: "The Basis of Representation in Provincial

The Thesis: "The Functions of Free Direct-Mediated

The Thesis: "The Influence of Certain Social and Economic

The Thesis: "The Achievement of "Great" in Poetry by

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The Thesis: "The Education of German Departmentalizing in Its Documen-

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LLOYD E. WARD
Wellesley College, 1923

EMILIA COSTA WARREN

ANNA LAUDER WALKER

MARY SEDGWICK WALKER

KATHERINE CLARICE WARRINGTON

JO WEN

Calloway from Tennessee College, 1919

GEO. BURHART WESNER

WILLIAM CHARD DOW MATHESON

NOEL GIANN WINSTON

HELEN GRIFFITH WOOLSEY

JESS MUNDELL

ROBERT HOBERT ZOOGEN

THEOPHILUS W. WALKER

RENEE MAYRELL CAMPBELL

ANTHONY SHUAN CHEN

DOUGLAS BIRDSON

PAUL BLAINE DIBBLE

EMILY KARLINGTON KIBL

WILLIES HICKS KLEIN

DAVID DMITRY GILBERT

BETTY EUGENIUS LAM

ELIZABETH PARK SUNN

HARRIET TIDWELL LAWRENCE

JOSEPH OLIVER LINDSTROM

REED CHARLES LINDSTROM

THESES: The Rating of Teachers in Service

THESES: A Study of Clothing Courses in Negro Normal Schools and Colleges

THESES: The Position of the Adjective Adjoining the "Article" in the "Odes" of Pindar, Books i-ii

THESES: The Social, Political, and Personal Philosophy of Joseph C. Conover

THESES: The Mathematical Ability of Students as Revealed by Standardized Tests

THESES: The Evaluation of Professional Courses for High School Teachers

THESES: The Paraphrasing of "Tiber" in Popular Literature

THESES: Resources for the Support of Public Schools in Texas County, Arkansas

THESES: George B. Pendelton and Section in Kentucky

THESES: The Social Philosophy as a Function of Father-Son Relationship

THESES: The social and anthropological fields of the Association and Germanization

THESES: A Comparison of Instructional Costs in High Schools and Junior Colleges

THESES: The American Plants in the Middle Ages of the Fifteenth Century

N. IN THE GRADUATE DIVINITY SCHOOL

THESES: The Development of the Social Impulses in the Student Volunteer Movement in America

THESES: The Place of Religion in the Chinese Family

THESES: The Experiences of the Primary Child

THESES: The Christian Influence among the Backward Indians

THESES: Biographical and Historical Study of Father-Holyman for Religious Education

THESES: Issues relating to the future life of the church

THESES: The Religious Problems of College Students

THESES: Nineteenth-Century English Poetry as Source Material for a Young People's Curriculum

THESES: The Life of the Primitive Church through World's History

THESES: The Halal of the Nineteenth-Century Church in Future Possibilities of Church Function

THESES: A Study of Religious Toleration in Sweden
WILLIAM HERBERT LUCE
A.B., Concordia College, 1926
WILLIAM WESLEY MENDENHALL
S.B., North Dakota Agricultural College, 1917
WILLIAM SUMNER RICHARDS
A.B., Boston University, 1927
EDWARD SAYLER
A.B., Yale College, 1922
CLAUD LEE SHAW
A.B., Dallas College, 1911
UNA RIDDICK SMITH
A.B., Randolph-Macon Woman's College, 1903
WILLIAM THOMAS TILLER
A.B., Birmingham Southern College, 1907
WINIFRED RACHEL WEBSTER
A.B., Wellesley College, 1912

Thesis: Nicholas V, the First Humanist Pope
Thesis: The Religious Education of the College Student
Thesis: The Religion of Calvin and the Philosophy of Whitehead
Thesis: The Social Outcome of Social Inequality
Thesis: An Experiment in Small Group Worship
Thesis: Poetry as Source Material for the Senior Curriculum
Thesis: Church Attendance of High-School Students

IN THE GRADUATE SCHOOL OF BUSINESS AND ADMINISTRATION

WELLMAN CHANG
A.B., National Central University of China, 1928
MERRILL HOYD DILLEY
A.B., Indiana University, 1926
JEFFERSON WARD KEENER
A.B., Birmingham Southern College, 1928
ORVILLE JORDAN MARSH
A.B., Harvard College, 1922
THEODORE WILLIAM MATHEWS
A.B., Kansas State Teachers College, 1926
ARLIE SUTHERLAND
A.B., Beloit College, 1914

Thesis: History and Operation of Joint Stock Land Banks in the United States
Thesis: Some Aspects of the Vocational Value of Bookkeeping in South Bend, Indiana
Thesis: Short-Term Financing in the West-Packing Industry
Thesis: The Organization and Management Methods of Chambers of Commerce
Thesis: The Early History of the White House as a Presidential Abode
Thesis: The Use of Poetry in Worship for Youth

IN THE GRADUATE SCHOOL OF SOCIOLOGICAL ADMINISTRATION

ELIZABETH WALTON HARDAWAY
A.B., Randolph-Macon Woman's College, 1910
LEILA GLOVER JOHNSON
A.B., Northern Presbyterian College, 1911
ANNA MAY SEXTON
A.B., University of Kansas, 1928
ANDREA ULEBERG
S.B., University of Minnesota, 1928
PAUL LIVINGSTONE WARNSHUIS
A.B., Western Theological Seminary, 1922
BEN LORRAINE YOUNGGREN
A.B., Lawrence College, 1923

Thesis: Public-School Provision for the Mentally Handicapped in Chicago
Thesis: History of the South Carolina State Penitentiary
Thesis: The Administration of the Chicago State Hospital for the Insane
Thesis: The Overlapping Between the First Course in College Accounting and High-School Bookkeeping
Thesis: History and Operation of Joint Stock Land Banks in the United States
Thesis: History of the South Carolina State Penitentiary
Thesis: History of the South Carolina State Penitentiary
Thesis: The Organization and Management Methods of Chambers of Commerce
Thesis: The Early History of the White House as a Presidential Abode
Thesis: The Use of Poetry in Worship for Youth

IN THE GRADUATE SCHOOL OF SOCIAL SERVICE ADMINISTRATION

BENNET ROY BELLE
M.A., William and Mary, 1927
WILLIAM ROBBY BELLE
A.B., Beloit College, 1917

Thesis: A Demographic Determination of Minor Quantities of Alcohol in Lead
Thesis: Origin of the Primary Arts of the Egyptians
Eleanor Estella Boggs 
Loyola University of Chicago 1917

Claude Bernard Damby 
University of Kansas 1913

Lawrence Charles Davis 
A.A. from Kansas State University, Topeka 1916

Monte George Dolan 
A.S. from Kansas State University, Manhattan, 1919

Henry A. Ford 
Princeton University 1917

Lawrence Fossett 
University of Chicago 1918

T. F. Fong 
University of Chicago, Shanghai, China 1918

Marjorie Sherman Green 
A.A. from Kansas State University, 1919

Fred H. Hark 
Pennsylvania State Normal College, 1918

Mary Elena Henderson 
Emory University 1918

Fielding Franklin Hedges 
University of Cincinnati 1920

Kate H. Hine 
Emory University 1918

Lallan Deva Henderson 
Emory University 1920

Evelyn Holt 
University of Chicago 1919

Jesse Clarence Hoehn 
University of Chicago 1918

Karl H. Hufnagle 
University of Kansas 1920

Marjorie Hughes 
University of Kansas 1918

Frances Green Hutchinson 
University of Kansas 1920

Leona Price Jefferson 
University of Kansas 1918

Maud Johnson 
Classical College 1919

Mary Hull 
University of Kansas 1918

Edward Burton Miller 
University of Kansas 1919

George Moore 
University of Kansas 1918

Alice Johnstone Newberg 
University of Kansas 1919

Alfred Floy Nixon 
University of Kansas 1918

Robert Edwin Northrop 
University of Kansas 1919

Eleanor Lippitt 
University of Kansas 1918

Thesis: A Study of the Distribution of Sodium Copper Monochloride and Sodium Copper Chloride
Thesis: A Geographic Analysis of Lake Erie Traffic
Thesis: The Migration of Sperm Fish with the Tide in the Baltic Sea as a Reflective Surface
Thesis: The Analysis of the Genetic Content of Normal Cells and Enzyme-Subtilin Stable
Thesis: The Preparation of Germanium Oxide
Thesis: A Study of the Method of Interpretation and Extrapolation of an Image upon the Central-Kinetic Hemispheres
Thesis: The Settlements of the Falls of the Ohio, 1813-1914: A Geographical Interpretation
Thesis: The Geometric Interpretation of Movements of a Variable Point
Thesis: A Study of the Biological Composition and Sedimentary Processes of Oligopods
Thesis: The Spherical Development of Phistics
Thesis: The Molecular Weight of Fluorine Copper Solutions
Thesis: A Study of the Biological Composition and Sedimentary Processes of Oligopods
Thesis: The Geography of Urban Manufacturing in the Caribbean Region
Thesis: Some Effects of Radiation upon Enzyme Survival under Environmental Conditions
Thesis: Hydrogen Ion Concentration Study of H2D
Thesis: A Study of the Conducting System in the Composition of Heterozygous
Thesis: Studies of Categorically Automated Transmission of Information
Thesis: Buffaloes as a Fleece-Making Center
Board of Trustees
August 14, 1930

Theses: Studies on the Behavior of Variant Colonies in the Coli-Aerogenes Group
Thesis: Some Microbiological Studies on the Germination of Oats
Thesis: The Composition of the Port of Istanbul and the Bosporus
Thesis: Some Possible Essays in the Qualitative Detection of Small Amounts of Zinc
Thesis: Immunological Studies with "Trypanosoma Duttoni"
Thesis: Absorption Lines of (SIII and SII) in Stellar Spectra
Thesis: The Character and Utilization of the Mexican Forests
Thesis: A Certain Surface Connected with the Hyperbola
Thesis: A Central Force Problem
Thesis: The Doctrine of the Trinity
Thesis: Delayed Germination in the Lupines
Thesis: A Comparison of the Historical Phenomenon of the International Financial System from the Greek to the Turkish Period

III. PROFESSIONAL DEGREES

1. IN THE DIVINITY SCHOOL

Thesis: Religious Adjustment of Coast Communities
Thesis: Finding Freedom from an Introductory Survey of the Bible
Thesis: The Idea of God in Contemporary Prose
Thesis: The Significance of the Reformed James O'Kelly
Thesis: The Effect of Divinity upon the Religion of the Empire
Board of Trustees

August 14, 1930

In the Law School

For the Degree of Bachelor of Laws (LL.B.):

Bernard A. Petrie
Robert G. Reed

For the Degree of Doctor of Laws (J.D.):

Edward Joseph Barrett
Stuart E. Hertz
University of Cincinnati, 1926 Ph.B.,
University of Chicago, 1924

Dev A. Bradley
University of Chicago, 1929 Ph.B.,
University of Chicago, 1928

Heng Chang, Jr.
Stanford University, 1928

Tomlin Cappe, Jr.
Frank Aloysius Mckinley
Illinois College, 1927 A.B.,
Notre Dame University, 1927

Robert Reed

In the Graduate School of Medicine

II. For the Four-Year Certificate:

Joseph Leland Johnson
William Brooks Stein

William Westbook Keckern

For the Degree of Doctor of Medicine:

Thesis: \( \text{The Role of Antibodies in Disregarded Tests} \)

IV. In Rush Medical College

For the Four-Year Certificate:

Theodoric Hanson
James Robert Raleigh

Arthur Adron
Phillip Brown Newkirk

Arland Seth Romberger

William George Ruk

Illinois Graduate School of Science

Joseph Leeland Johnson

For the Four-Year Certificate:

Thesis: \( \text{A Study upon the Relationship of the Parathyroid Glands} \)
Nin the Osteoporotic Diseases. I. Chronic Administration of Parathormone and of Acterol in Dogs

Thesis: \( \text{The Function of the Differential Segments of the Urinary Tubule} \)

For the Degree of Doctor of Medicine:

Thesis: \( \text{The Role of Antibodies in Disregarded Tests} \)

James Robert Raleigh

Arthur Adron
Phillip Brown Newkirk

Arland Seth Romberger

William George Ruk
For the Degree of Doctor of Medicine:

LEO WYLER HUNT
Ph.B., University of Chicago, 1921

RICHARD LEO JUNNING
A.B., University of Chicago, 1921

LUCIA MAY MORTON
S.B., Bryn Mawr College, 1924

WILLIAM LELSAY MEANS
A.B., Oberlin College, 1924

ROBERT FISHER MORTON
Ph.D., University of Chicago, 1927

GERTRUDE LOUISA FORBURY, Jr.
M.A., University of Chicago, 1927

JOSEPH SAMUEL ROZEN
S.B., University of Chicago, 1927

HELEN VAN HOFF
Ph.B., University of Chicago, 1921

CLIFFORD WILLO HUNTER
Ph.B., Bowdoin College, 1921

WILLIAM MAX WINTER
Ph.D., University of Chicago, 1923

For the Degree of Doctor of Philosophy:

IV. THE DEGREE OF DOCTOR OF PHILOSOPHY

A. BY THE GRADUATE SCHOOL OF ARTS AND LETTERS

HERBERT WEINER TAKAMI
Ph.D., University of Chicago, 1921

CARL AUGUSTUS BRYANT
Ph.D., University of Chicago, 1921

EUGENE FORBURY
Ph.D., University of Chicago, 1921

LEWIS WYLER HUNT
Ph.D., University of Chicago, 1921

RICHARD LEO JUNNING
Ph.D., University of Chicago, 1921

LUCIA MAY MORTON
Ph.D., University of Chicago, 1921

WILLIAM LELSAY MEANS
Ph.D., University of Chicago, 1921

ROBERT FISHER MORTON
Ph.D., University of Chicago, 1921

GERTRUDE LOUISA FORBURY, Jr.
Ph.D., University of Chicago, 1921

JOSEPH SAMUEL ROZEN
Ph.D., University of Chicago, 1921

HELEN VAN HOFF
Ph.D., University of Chicago, 1921

CLIFFORD WILLO HUNTER
Ph.D., University of Chicago, 1921

WILLIAM MAX WINTER
Ph.D., University of Chicago, 1921

For the Degree of Doctor of Science:

V. THE DEGREE OF DOCTOR OF SCIENCE

A. BY THE GRADUATE SCHOOL OF ARTS AND LETTERS

HERBERT WEINER TAKAMI
Ph.D., University of Chicago, 1921

CARL AUGUSTUS BRYANT
Ph.D., University of Chicago, 1921

EUGENE FORBURY
Ph.D., University of Chicago, 1921

LEWIS WYLER HUNT
Ph.D., University of Chicago, 1921

RICHARD LEO JUNNING
Ph.D., University of Chicago, 1921

LUCIA MAY MORTON
Ph.D., University of Chicago, 1921

WILLIAM LELSAY MEANS
Ph.D., University of Chicago, 1921

ROBERT FISHER MORTON
Ph.D., University of Chicago, 1921

GERTRUDE LOUISA FORBURY, Jr.
Ph.D., University of Chicago, 1921

JOSEPH SAMUEL ROZEN
Ph.D., University of Chicago, 1921

HELEN VAN HOFF
Ph.D., University of Chicago, 1921

CLIFFORD WILLO HUNTER
Ph.D., University of Chicago, 1921

WILLIAM MAX WINTER
Ph.D., University of Chicago, 1921

For the Degree of Doctor of Law:

VI. THE DEGREE OF DOCTOR OF LAW

A. BY THE GRADUATE SCHOOL OF ARTS AND LETTERS

HERBERT WEINER TAKAMI
Ph.D., University of Chicago, 1921

CARL AUGUSTUS BRYANT
Ph.D., University of Chicago, 1921

EUGENE FORBURY
Ph.D., University of Chicago, 1921

LEWIS WYLER HUNT
Ph.D., University of Chicago, 1921

RICHARD LEO JUNNING
Ph.D., University of Chicago, 1921

LUCIA MAY MORTON
Ph.D., University of Chicago, 1921

WILLIAM LELSAY MEANS
Ph.D., University of Chicago, 1921

ROBERT FISHER MORTON
Ph.D., University of Chicago, 1921

GERTRUDE LOUISA FORBURY, Jr.
Ph.D., University of Chicago, 1921

JOSEPH SAMUEL ROZEN
Ph.D., University of Chicago, 1921

HELEN VAN HOFF
Ph.D., University of Chicago, 1921

CLIFFORD WILLO HUNTER
Ph.D., University of Chicago, 1921

WILLIAM MAX WINTER
Ph.D., University of Chicago, 1921

For the Degree of Doctor of Music:

VII. THE DEGREE OF DOCTOR OF MUSIC

A. BY THE GRADUATE SCHOOL OF ARTS AND LETTERS

HERBERT WEINER TAKAMI
Ph.D., University of Chicago, 1921

CARL AUGUSTUS BRYANT
Ph.D., University of Chicago, 1921

EUGENE FORBURY
Ph.D., University of Chicago, 1921

LEWIS WYLER HUNT
Ph.D., University of Chicago, 1921

RICHARD LEO JUNNING
Ph.D., University of Chicago, 1921

LUCIA MAY MORTON
Ph.D., University of Chicago, 1921

WILLIAM LELSAY MEANS
Ph.D., University of Chicago, 1921

ROBERT FISHER MORTON
Ph.D., University of Chicago, 1921

GERTRUDE LOUISA FORBURY, Jr.
Ph.D., University of Chicago, 1921

JOSEPH SAMUEL ROZEN
Ph.D., University of Chicago, 1921

HELEN VAN HOFF
Ph.D., University of Chicago, 1921

CLIFFORD WILLO HUNTER
Ph.D., University of Chicago, 1921

WILLIAM MAX WINTER
Ph.D., University of Chicago, 1921

For the Degree of Doctor of Dental Science:

VIII. THE DEGREE OF DOCTOR OF DENTAL SCIENCE

A. BY THE GRADUATE SCHOOL OF ARTS AND LETTERS

HERBERT WEINER TAKAMI
Ph.D., University of Chicago, 1921

CARL AUGUSTUS BRYANT
Ph.D., University of Chicago, 1921

EUGENE FORBURY
Ph.D., University of Chicago, 1921

LEWIS WYLER HUNT
Ph.D., University of Chicago, 1921

RICHARD LEO JUNNING
Ph.D., University of Chicago, 1921

LUCIA MAY MORTON
Ph.D., University of Chicago, 1921

WILLIAM LELSAY MEANS
Ph.D., University of Chicago, 1921

ROBERT FISHER MORTON
Ph.D., University of Chicago, 1921

GERTRUDE LOUISA FORBURY, Jr.
Ph.D., University of Chicago, 1921

JOSEPH SAMUEL ROZEN
Ph.D., University of Chicago, 1921

HELEN VAN HOFF
Ph.D., University of Chicago, 1921

CLIFFORD WILLO HUNTER
Ph.D., University of Chicago, 1921

WILLIAM MAX WINTER
Ph.D., University of Chicago, 1921

For the Degree of Doctor of Veterinary Medicine:

IX. THE DEGREE OF DOCTOR OF VETERINARY MEDICINE

A. BY THE GRADUATE SCHOOL OF ARTS AND LETTERS

HERBERT WEINER TAKAMI
Ph.D., University of Chicago, 1921

CARL AUGUSTUS BRYANT
Ph.D., University of Chicago, 1921

EUGENE FORBURY
Ph.D., University of Chicago, 1921

LEWIS WYLER HUNT
Ph.D., University of Chicago, 1921

RICHARD LEO JUNNING
Ph.D., University of Chicago, 1921

LUCIA MAY MORTON
Ph.D., University of Chicago, 1921

WILLIAM LELSAY MEANS
Ph.D., University of Chicago, 1921

ROBERT FISHER MORTON
Ph.D., University of Chicago, 1921

GERTRUDE LOUISA FORBURY, Jr.
Ph.D., University of Chicago, 1921

JOSEPH SAMUEL ROZEN
Ph.D., University of Chicago, 1921

HELEN VAN HOFF
Ph.D., University of Chicago, 1921

CLIFFORD WILLO HUNTER
Ph.D., University of Chicago, 1921

WILLIAM MAX WINTER
Ph.D., University of Chicago, 1921

For the Degree of Doctor of Veterinarian Science:

X. THE DEGREE OF DOCTOR OF VETERINARY SCIENCE

A. BY THE GRADUATE SCHOOL OF ARTS AND LETTERS

HERBERT WEINER TAKAMI
Ph.D., University of Chicago, 1921

CARL AUGUSTUS BRYANT
Ph.D., University of Chicago, 1921

EUGENE FORBURY
Ph.D., University of Chicago, 1921

LEWIS WYLER HUNT
Ph.D., University of Chicago, 1921

RICHARD LEO JUNNING
Ph.D., University of Chicago, 1921

LUCIA MAY MORTON
Ph.D., University of Chicago, 1921

WILLIAM LELSAY MEANS
Ph.D., University of Chicago, 1921

ROBERT FISHER MORTON
Ph.D., University of Chicago, 1921

GERTRUDE LOUISA FORBURY, Jr.
Ph.D., University of Chicago, 1921

JOSEPH SAMUEL ROZEN
Ph.D., University of Chicago, 1921

HELEN VAN HOFF
Ph.D., University of Chicago, 1921

CLIFFORD WILLO HUNTER
Ph.D., University of Chicago, 1921

WILLIAM MAX WINTER
Ph.D., University of Chicago, 1921
IN THE SOUTHERN GRADUATE SCHOOL OF SCIENCE

WILLIAM EDWARD ARNOLD

CHERITA FRANKLIE NORMAN

MAE HURD
Thesis: The Conditions Necessary for the Formation of the South American Plate in the Chicago Region.

GEORGE THOMAS CALLOWELL
Thesis: A Study on the Measurement of the C. The Influence of Temperature on Blood Constituents of Thromboplastins, Bacterial Enzymes, and Bacteria Water Formation.

FRED EDMOND D'AMORE
Thesis: An N/A.

NICHOLAS CARTER MONROE
Thesis: The Establishment of the Study of the Female Sex Hormone.

WILLIAM LARN DOWEN, JR.

CHRISTIAN THOMAS ELEVEN

CLYDE ROSS UPS EVANS

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