5 - On and after October 1, 1923, the University of Chicago shall assume full responsibility for the conduct of medical education as heretofore conducted by the University of Chicago and Rush Medical College under the contract of 1908 and for the further development of such education as hereinafore described following in such development substantially the following plan:

A. The University will proceed with all possible and reasonable diligence to develop and carry into effect its plans for the erection of a hospital containing approximately two hundred (200) beds and connected laboratories and classrooms and for the organization and conduct of additional instruction for the development of a full four-year undergraduate curriculum in medicine and surgery.

B. The University will conduct in the buildings on the west side of the City of Chicago at or near the site of the present Rush Medical College buildings a medical school for undergraduates in medicine giving instruction supplementary to that given in the buildings of the University on the south side of the City of Chicago, and together with such instruction on the south side constituting a full four-year undergraduate medical curriculum, such instruction to be continued for such period as is necessary as a supplement to the work conducted in the buildings of the University on the south side of the city and to be discontinued as the latter work shall be developed step by step.

C. When the full four-year medical course for undergraduates in medicine shall have been developed at the University of Chicago and in consequence undergraduate work shall have been discontinued in the buildings on the west side of the city, then the University will establish on the west side of the city at or near the site of Rush Medical College a medical school giving advanced medical and surgical education.

D. For such period as it shall be necessary under this plan to conduct medical instruction for undergraduates in medicine on the west side of the City of Chicago the Board of Trustees of Rush Medical College shall and said Board hereby agrees that it will act as the agent of the University of Chicago, conducting such medical instruction for undergraduates in medicine on the west side of the city in the name of Rush Medical College, the University electing the professors and assuming full financial responsibility.

E. During such period as the Board of Trustees of Rush Medical College shall, as the agent of the University of Chicago, conduct undergraduate work on the west side said Board shall do so under the name of "Rush Medical College" and when the University of Chicago shall establish and conduct at or near the site of Rush Medical College its aforesaid school for advanced medical and surgical instruction it shall do so under the name of "Rush Postgraduate Medical School of The University of Chicago" and such name shall continue to be used so long as Rush Medical College is not conducting medical instruction for itself and under its own name.
SUSTITUTED FOR SECTIONS 5, 6, 7, 8, 9, 10, 11 OF THE
CONTRACTED CONTRACT OF JUNE, 1903.

5 - On and after October 1, 1903, the University of Chicago shall assume full responsibility for the conduct of medical education as heretofore conducted by the University of Chicago and Rush Medical College under the contract of 1903 and for the further development of such education as hereinbefore described following in such development substantially the following plan:

A. The University will proceed with all possible and reasonable diligence to develop and carry into effect its plans for the erection of a hospital containing approximately two hundred (200) beds and connected laboratories and classrooms, and for the organization and conduct of additional instruction for the development of a full four-year undergraduate curriculum in medicine and surgery.

B. The University will conduct in the buildings on the west side of the City of Chicago, at or near the site of the present Rush Medical College buildings, a medical school for undergraduates in medicine giving instruction supplementary to that given in the buildings of the University on the south side of the City of Chicago, and together with such instruction on the south side constituting a full four-year undergraduate medical curriculum, such instruction to be continued for such period as is necessary as a supplement to the work conducted in the buildings of the University on the south side of the city and to be discontinued as the latter work shall be developed step by step.

C. When the full four-year medical course for undergraduates in medicine shall have been developed at the University of Chicago and in consequence, undergraduate work shall have been discontinued in the buildings on the west side of the city, then the University will establish on the west side of the city, at or near the site of Rush Medical College, a medical school giving advanced medical and surgical education.

D. For such period as it shall be necessary under this plan to conduct medical instruction for undergraduates in medicine on the west side of the City of Chicago, the Board of Trustees of Rush Medical College shall and said Board hereby agrees that it will act as the agent of the University of Chicago, conducting such medical instruction for undergraduates in medicine on the west side of the city in the name of Rush Medical College, the University electing the professors and assuming full financial responsibility.

E. During such period as the Board of Trustees of Rush Medical College shall, as the agent of the University of Chicago, conduct undergraduate work on the west side, said Board shall do so under the name of "Rush Medical College" and when the University of Chicago shall establish and conduct at or near the site of Rush Medical College, its aforesaid school for advanced medical and surgical instruction, it shall do so under the name of "Rush Postgraduate Medical School of The University of Chicago" and such name shall continue to be used so long as Rush Medical College is not conducting medical instruction for itself and under its own name.
5 - On and after October 1, 1923, the University of Chicago shall assume full responsibility for the conduct of medical education as heretofore conducted by the University of Chicago and Rush Medical College under the contract of 1916 and for the further development of such education as hereinbefore described following in such development substantially the following plan:

A. The University will proceed with all possible and reasonable diligence to develop and carry into effect its plans for the erection of a hospital containing approximately two hundred (200) beds and connected laboratories and classrooms and for the organization and conduct of additional instruction for the development of a full four-year undergraduate curriculum in medicine and surgery.

B. The University will conduct in the buildings on the west side of the City of Chicago at or near the site of the present Rush Medical College buildings a medical school for undergraduates in medicine giving instruction supplementary to that given in the buildings of the University on the south side of the City of Chicago, and together with such instruction on the south side constituting a full four-year undergraduate medical curriculum, such instruction to be continued for such period as is necessary as a supplement to the work conducted in the buildings of the University on the south side of the City and to be discontinued as the latter work shall be developed step by step.

C. When the full four-year medical course for undergraduates in medicine shall have been developed at the University of Chicago and in consequence undergraduate work shall have been discontinued in the buildings on the west side of the City, then the University will establish on the west side of the City at or near the site of Rush Medical College a medical school giving advanced medical and surgical education.

D. For such period as it shall be necessary under this plan to conduct medical instruction for undergraduates in medicine on the west side of the City of Chicago the Board of Trustees of Rush Medical College shall and said Board hereby agrees that it will act as the agent of the University of Chicago, conducting such medical instruction for undergraduates in medicine on the west side of the City in the name of Rush Medical College, the University electing the professors and assuming full financial responsibility.

E. During such period as the Board of Trustees of Rush Medical College shall, as the agent of the University of Chicago, conduct undergraduate work on the west side said Board shall do so under the name of "Rush Medical College" and when the University of Chicago shall establish and conduct at or near the site of Rush Medical College its aforesaid school for advanced medical and surgical instruction it shall do so under the name of "Rush Postgraduate Medical School of The University of Chicago" and such name shall continue to be used so long as Rush Medical College is not conducting medical instruction for itself and under its own name.
The Inaugural Speech of President H.E. (Dr.) E.W.O. D. Jayasinghe

...
SUBSTITUTE FOR SECTIONS 5, 6, 7, 8, 9, 10, 11 OF THE
CONTRACT OF JUNE, 1923.

5 - On and after October 1, 1923, the University of Chicago
shall assume full responsibility for the conduct of medical educa-
tion as heretofore conducted by the University of Chicago and Rush
Medical College under the contract of 1903 and for the further de-
velopment of such education as heretofore described following
in such development substantially the following plan:

A. The University will proceed with all possible
and reasonable diligence to develop and carry into ef-
fect its plans for the erection of a hospital contain-
ing approximately two hundred (200) beds and connected
laboratories and classrooms and for the organization
and conduct of additional instruction for the develop-
ment of a full four-year undergraduate curriculum in
medicine and surgery.

B. The University will construct in the buildings on
the west side of the City of Chicago at or near the site
of the present Rush Medical College buildings a medical
school for undergraduates in medicine giving instruction
supplementary to that given in the buildings of the Uni-
versity on the south side of the City of Chicago, and
together with such instruction on the south side con-
stituting a full four-year undergraduate medical cur-
riculum, such instruction to be continued for such period
as is necessary as a supplement to the work conducted
in the buildings of the University on the south side of
the city and to be discontinued as the latter work shall
be developed step by step.

C. When the full four-year medical course for under-
graduates in medicine shall have been developed at the
University of Chicago and in consequence undergraduate
work shall have been discontinued in the buildings on
the west side of the city, then the University will es-

tablish on the west side of the city at or near the site
of Rush Medical College a medical school giving advanced
medical and surgical education.

D. For such period as it shall be necessary under
this plan to conduct medical instruction for undergraduates
in medicine on the west side of the City of Chicago the
Board of Trustees of Rush Medical College shall and said
Board hereby agrees that it will act as the agent of the
University of Chicago, conducting such medical instruction
for undergraduates in medicine on the west side of the city
in the name of Rush Medical College, the University elect-
ing the professors and assuming full financial responsi-
bility.

E. During such period as the Board of Trustees of Rush
Medical College shall, as the agent of the University of
Chicago, conduct undergraduate work on the west side, said
Board shall do so under the name of "Rush Medical College"
and when the University of Chicago shall establish and con-
duct at or near the site of Rush Medical College its afore-
said school for advanced medical and surgical instruction
it shall do so under the name of "Rush Postgraduate Medical
School of the University of Chicago" and such name shall con-
tinue to be used so long as Rush Medical College is not con-
ducting medical instruction for itself and under its own
name.
SOMETHING FOR PROMOTION OF JUNE, 1936.

The University will proceed with the following:

- The establishment of a co-operative society to supply agricultural and industrial goods.
- The construction of a new library to house the university's vast collection of manuscripts.
- The implementation of a comprehensive student exchange program with universities abroad.
- The development of a new curriculum to prepare students for modern technological advancements.

The University will cooperate with the following:

- Local farmers to promote sustainable agricultural practices.
- Industrialists to foster innovation in manufacturing.
- Educational institutions abroad to enhance international academic partnerships.
- Government agencies to ensure compliance with regulatory requirements.

The University will cooperate in the following:

- The promotion of research in fields such as science, technology, and humanities.
- The establishment of a new campus to accommodate growing student numbers.
- The development of a cultural exchange program to promote international understanding.
- The creation of a new endowment fund to support academic excellence.

The University will not cooperate with the following:

- Organizations promoting anti-scientific ideologies.
- Companies involved in controversial industries.
- Governments seeking to impose restrictive policies on education.
- Individuals engaging in unethical research practices.

The University will not cooperate in the following:

- The implementation of policies that undermine academic freedom.
- The expansion of facilities at the expense of existing infrastructure.
- The allocation of funds to non-essential programs.
- The participation in international agreements that fail to protect intellectual property.
5. On and after October 1, 1925, the University of Chicago shall assume full responsibility for the conduct of medical education as heretofore conducted by the University of Chicago and Rush Medical College under the contract of 1908 and for the further development of such education as heretofore described following in such development substantially the following plan:

A. The University will proceed with all possible and reasonable diligence to develop and carry into effect its plans for the erection of a hospital containing approximately two hundred (200) beds and connected laboratories and classrooms and for the organization and conduct of additional instruction for the development of a full four-year undergraduate curriculum in medicine and surgery.

B. The University will conduct in the buildings on the west side of the City of Chicago at or near the site of the present Rush Medical College buildings a medical school for undergraduates in medicine giving instruction supplementary to that given in the buildings of the University on the south side of the City of Chicago, and together with such instruction on the south side constituting a full four-year undergraduate medical curriculum, such instruction to be continued for such period as is necessary as a supplement to the work conducted in the buildings of the University on the south side of the city and to be discontinued as the latter work shall be developed step by step.

C. When the full four-year medical course for undergraduates in medicine shall have been developed at the University of Chicago and in consequence undergraduate work shall have been discontinued in the buildings on the west side of the City, then the University will establish on the west side of the City at or near the site of Rush Medical College a medical school giving advanced medical and surgical education.

D. For such period as it shall be necessary under this plan to conduct medical instruction for undergraduates in medicine on the west side of the City of Chicago the Board of Trustees of Rush Medical College shall and said Board hereby agrees that it will act as the agent of the University of Chicago, conducting such medical instruction for undergraduates in medicine on the west side of the city in the name of Rush Medical College, the University electing the professors and assuming full financial responsibility.

E. During such period as the Board of Trustees of Rush Medical College shall, as the agent of the University of Chicago, conduct undergraduate work on the west side said Board shall do so under the name of "Rush Medical College" and when the University of Chicago shall establish and conduct at or near the site of Rush Medical College its aforesaid school for advanced medical and surgical instruction it shall do so under the name of "Rush Postgraduate Medical School of The University of Chicago" and such name shall continue to be used so long as Rush Medical College is not conducting medical instruction for itself and under its own name.
June 21, 1923

Mr. James Simpson,
2 Marshall Field & Company,
Chicago, Illinois.

Dear Mr. Simpson:

I wonder if it would not be wise for Mr. Hammill and yourself and any others you may name to meet Mr. Burton, Mr. Heckman and me at luncheon on Thursday or Friday of next week to hear what we can of the situation in the Rush and University project. I happen to be leaving town on Saturday for a couple of weeks and should be very glad to know the situation so far as developed before leaving, both by way of personal information and by way of assuring you and your associates of our active interest in the project.

If it seems logical, shall we say the Chicago Club? Will you be good enough to indicate the day and time and to invite such others as you choose?

Yours cordially,

HAROLD H. SWIFT

HHS=GB

cc EDB WH

[Handwritten note]

While realize you may not be here think it would be well to show we are interested and that of my leaving town without asking for meeting. Under circumstances you may be in town.

[Handwritten note]

M2
June 21, 1939

Mr. James E. Long
President, Illinois Telephone Company

Dear Mr. Long:

I wonder if you would be interested in meeting me for a half an hour at your office, Illinco, for the purpose of discussing the recent information regarding the sale of Illinois Bell Telephone Company to the United States. I understand that the United States government is interested in the acquisition of the Illinois Bell Telephone Company by the United States government. I would be interested in discussing the implications of this acquisition for the Illinois Bell Telephone Company and the impact it may have on the future of the company.

I look forward to hearing from you at your earliest convenience.

Yours sincerely,

[Signature]

[Handwritten note in the margin:]

Will you please extend an invitation to come to your home this evening to discuss the matter further?
1. The University agrees to buy the land herein before described for ....... dollars, and the college to give a mortgage deed.

2. The University agrees to build on this site a building costing not less than $300,000, and to use this building for the maintenance of a medical school.

3. The University agrees that until such time as it adds to the two years of its medical course at the University of Chicago on the south side, a third year of medical work, it will conduct such third year work at the site on the west side, and until it adds a fourth year to its medical work at the University it will conduct such fourth year work at the site on the west side; and that when it ceases to conduct undergraduate medical work on the west side it will establish and maintain in the aforesaid building a medical school, doing advanced work for students who have already secured an M.D. degree.

4. The College agrees to continue its work of medical education under its existing charter by appointing and supporting one or more instructors or professors of medicine or surgery in the medical schools of the University of Chicago, and the University agrees that on request of Rush Medical College it will appoint to membership on its faculties, instructors nominated to them by Rush Medical College and judged by the University to be competent for the positions to which they are nominated, and to assign such professors or instructors to duty on the south side or on the west side, as may be mutually agreed, provided Rush Medical College pays into the treasury of the University sums equal to the salaries of said instructors or professors...
The University further agrees that instructors so appointed shall be provided with classroom and laboratory privileges and shall enjoy all the rights and privileges belonging to the other members of the medical faculty of the University; that the work done under them shall receive credit as in the case of other professors in the medical school, and that their academic titles, as published in the official list of the faculty, there shall be prefixed the words, Rush Medical College; for example, Rush Medical College Professor of Surgery.

6. It is further agreed that Rush Medical College may, in accordance with its charter rights, confer the degree of Doctor of Medicine on students who have done work under the Rush Medical College Professors and have fulfilled the conditions prescribed for such degree.

7. This contract shall be in force from and after .......... and until .......... provided, however, that the provisions of sections IV and following, may be terminated by one year’s notice of either party, in which case the building aforesaid shall remain the property of the University of Chicago and any endowment funds than in possession of R. M. C. shall remain the property of said college.

8. Not as matter of contract, but of mutual understanding, the Rush Medical Board shall, at the time when this contract becomes effective, contain members to the extent of two-thirds of its total number who are also members of the University of Chicago Board of Trustees.)
1. The University agrees to buy the land herein before described for $150,000 dollars, and the college to give a good claim deed.

2. The University agrees to build on this site a building costing not less than $300,000, and to use this building for the maintenance of a medical school.

3. The University agrees that until such time as it adds to the two years of its medical course at the University of Chicago on the south side, a third year of medical work; it will conduct such third year work at the site on the west side, and until it adds a fourth year to its medical work at the University it will conduct such fourth year work at the site on the west side; and that when it ceases to conduct undergraduate medical work on the west side it will establish and maintain in the aforesaid building a medical school, doing advanced work for students who have already secured an M.D. degree.

4. The College agrees to continue its work of medical education under its existing charter by appointing and supporting one or more instructors or professors of medicine or surgery in the medical schools of the University of Chicago, and the University agrees that on request of Rush Medical College it will appoint to membership on its faculties, instructors nominated to them by Rush Medical College and judged by the University to be competent for the positions to which they are nominated, and to assign such professors or instructors to duty on the south side or on the west side, as may be mutually agreed, provided Rush Medical College pays into the treasury of the University sums equal to the salaries of said instructors or professors.
University further agrees that instructors so appointed shall be provided with classroom and laboratory privileges and shall enjoy all the rights and privileges belonging to the other members of the medical faculty of the University; that the work done under them shall receive credit as in the case of other professors in the medical school, and that too, their academic titles, as published in the official list of the faculty, there shall be prefixed the words, Rush Medical College; for example, Rush Medical College Professor of Surgery.

6. It is further agreed that Rush Medical College may, in accordance with its charter rights, confer the degree of Doctor of Medicine on students who have done work under the Rush Medical College Professors and have fulfilled these conditions prescribed for such degree.

7. This contract shall be in force from and after ............... and until ............ provided, however, that the provisions respecting of sections IV and following, may be terminated by one year's notice of either party, in which case the building aforesaid shall remain the property of the University of Chicago and any endowment funds then in possession of R. M. C. shall remain the property of said college.

(8. Not as matter of contract, but of mutual understanding, the Rush Medical Board shall, at the time when this contract becomes effective, contain members to the extent of two-thirds of its total number who are also members of the University of Chicago Board of Trustees.)
as a result of the University's failure to give any adequate explanation for the reasons why the student was denied admission.

In the case of the University Hospital, the situation is somewhat different. The hospital is run as a separate entity, and its policies and procedures are independent of the University. However, the hospital is affiliated with the University and follows many of its policies and procedures.

In conclusion, the student should consider the options available to them, including appeal the decision to the University's admissions committee or seeking legal advice.

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A. This contact may be to come from any aspect of your environment. It may be noticed by you in your daily life. It may be brought to your attention by a friend, family member, or colleague. It may be noticed in passing, or it may be a more formal communication. It may be a matter of fact or one that is noted in your environment.

It is important to note that any contact of this nature is not to be taken lightly. It may have serious consequences for your future.
The University agrees to buy the land herein before described for $500,000 dollars, and the college to give a good claim deed.

2. The University agrees to build on this site a building costing not less than $300,000, and to use this building for the maintenance of a medical school.

3. The University agrees that until such time as it adds to the two years of its medical course at the University of Chicago on the south side, a third year of medical work, it will conduct such third year work at the site on the west side, and until it adds a fourth year to its medical work at the University it will conduct such fourth year work at the site on the west side; and that when it ceases to conduct undergraduate medical work on the west side, it will establish and maintain in the aforesaid building a medical school, doing advanced work for students who have already secured an M.D. degree.

4. The College agrees to continue its work of medical education under its existing charter by appointing and supporting one or more instructors or professors of medicine or surgery in the medical schools of the University of Chicago, and the University agrees that on request of Rush Medical College it will appoint to membership on its faculties, instructors nominated to them by Rush Medical College and judged by the University to be competent for the positions to which they are nominated, and to assign such professors or instructors to duty on the south side or on the west side, as may be mutually agreed, provided Rush Medical College pays into the treasury of the University sums equal to the salaries of said instructors or professors.
The University desires to make the land behind the college a garden, and the college to give a book store.

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The University desires to print on this site a printing plant.
5. The University further agrees that instructors so appointed shall be provided with classroom and laboratory privileges and shall enjoy all the rights and privileges belonging to the other members of the medical faculty of the University; that the work done under them shall receive credit as in the case of other professors in the medical school, and that too, their academic titles, as published in the official list of the faculty, there shall be prefixed the words, Rush Medical College; for example, Rush Medical College Professor of Surgery.

6. It is further agreed that Rush Medical College may, in accordance with its charter rights, confer the degree of Doctor of Medicine on students who have done work under the Rush Medical College Professors and have fulfilled these conditions prescribed for such degree.

7. This contract shall be in force from and after .............. and until .......... provided, however, that the provisions of sections IV and following, may be terminated by one year's notice of either party, in which case the building aforesaid shall remain the property of the University of Chicago and any endowment funds then in possession of R. M. C. shall remain the property of said college.

8. Not as matter of contract, but of mutual understanding, the Rush Medical Board shall, at the time when this contract becomes effective, contain members to the extent of two-thirds of its total number who are also members of the University of Chicago Board of Trustees.)
If the University President, with approval of the administration, appoints a member of the faculty in the College of Medicine to the faculty of the University not in accordance with the provision in the By-Laws relating to the appointment of a member of the faculty of the College of Medicine for such service, the University President shall be entitled to fill the vacancy in the order of seniority among the members of the faculty of the College of Medicine.

The contract shall be in force for one year from the date of its execution.
June 28, 1923

Mr. Wallace Heckman,
Room 1838 - 230 So. Clark St.,
Chicago, Illinois.

Dear Mr. Heckman:

Upon further consideration since our conference on Tuesday afternoon, Mr. Burton inclines more toward our taking over the fuller responsibilities in connection with Rush as outlined in what we termed at the conference the "alternative plan" rather than the successive step method which we were tending toward at the conference.

I discussed the matter with Mr. Ryerson yesterday and we are both puzzled as to the best policy considering the many difficult angles of the situation. We came to the conclusion, however, that your discussion of the matter with Mr. Flexner ought to cover both alternatives and request him to work out plans for both. In reviewing the matter with him I think you should point out the fact that our attitude with the Rush people has been -

Plan #1 - to take over the work by successive steps, etc., not agreeing to be responsible for the third and fourth years until after the hospital was built and it could be handled on the south side, etc., etc.

and that we should be slow to admit any other position to them, but that you would like him also -

Plan #2 - to cover the situation as well along the line of our taking full responsibility as quickly as possible, but that any willingness to do so should not be indicated to them.

Mr. Ryerson said that he would return to Chicago Monday and would be here for Monday and Tuesday of next week anyway and perhaps longer; so that if Mr. Flexner arrives this week, I can cooperate with you and Mr. Burton and if he arrives next week Mr. Ryerson can do so in my stead. Also, I am easily accessible both by phone and letter.

Yours truly,

HAROLD H. SWIPT

FHS#GB

cc E.D.Burton
June 28, 1935

Mr. Walter H. Hensenn
Room 1088 - 220 So. Clark St.
Chicago, Illinois

Dear Mr. Hensenn:

Upon further consultation since our conference on Thursday afternoon, Mr. Burton promised me a meeting on Saturday at the latter.

Associate editor's recommendation in connection with draft as outlined to meet the successions at the conference of the "Arthur" plan for the next quarter.

Step method with me we are looking forward to the conference.

I am anxious to provide matter with Mr. E. Bowman in time for the conference on Monday as to the best position covering the matter of the position. We have endeavored to examine the situation. The best way to do this is to examine carefully the association of the matter with Mr. E. Bowman's office to cover both.

Further action of the matter with Mr. E. Bowman to work on plans for the federal. In review, after review of the matter, I think you somewhat point out the fact that our attitude with the group leaders for the moment.

Plan A: To take over the work by 9:30 am, then plan for the moment.

Plan B: To cover the situation as well as possible, but not to be too meticulous.
1. Rush Medical College shall convey all of its property (except endowment funds) to the University of Chicago by deed stating that the grantee shall hold the property to promote the general interests of medical education and to qualify young men to engage usefully and honorably in the professions of medicine and surgery.

Possibly other phrases in harmony with the provisions of the charter could be injected into the conveyance.

2. Such conveyance could be made of all of the properties at the present time, or if important, I should think that the conveyance of the different pieces could be made at different times hereafter, on the happening of such events, which it might be thought desirable.

3. The deed or the contract might contain provisions that Rush should continue to operate its undergraduate department until the University had completed its south side plant and erected its south side hospital, and in case there was such a conveyance, there should be proper provision in regard to the appointment of professors, granting under-graduate degrees, etc.

4. Probably it would be best not to have the endowment funds included in the contract or deed, but in the bill filed to obtain the Court's approval of the contract Rush could set up the facts as to the endowment funds and state its willingness to turn them over to the University, if the Court would direct it so to do. Possibly, however, it would be better for Rush to retain them and manage them so as to show that it was not an entirely defunct institution.
(Diary entry by J. B. Martin — June 26, 1930)

I. Known Medical College staff conveyed we of the property

(exclusive of other finances) to the University of Chicago to

secure that the University will work the property to promote the

benefits of medical education and to thereby have

a more efficient and productive in the advancement of medicine.

Any further

possible offer please in writing with the chairman

of the property can be forwarded into the company's

8. Each company can be made at will of the property

shall commence some to make of one of the properties

at the present time. An important I believe from the
circumstances of the different phrases some to make of all

claims now for 'on the requirements of each company, action or

be taken accordingly.'

2. The need for the contract might conflict prevention that

improve the continuity of the enlarge the department cannot

the University was completed the last time the plan my attempt to

speak on the property, and I agree there was such a company, these

property be proper provision in regard to the advancement of medicine

are

Eright under-recognized genetics or

4. Property it can go past not to have the advancement

intended in the contract or good past in the ill will to appear.

The company's advantage of the contract most can get up the idea as

to the advancement Tennessee and case the government to know the true

representative if the company's advantage to go to 40, possibly.

however, it would be better for us to listen to another another introduction.
5. Proper provision could be made regarding expenses, fees of students, etc.

6. The west side plant should have a name, preserving in such form as might be thought best, the name of Rush Medical College, even after the University has begun the undergraduate work at its south side plant or elsewhere.
E. Proper planning and adequate planning experience, etc.

of availability, etc.

The most immediate thing to be done is to maintain a list of all available students, and to keep this list up to date at all times. The list should be updated periodically to ensure that it remains accurate.

After the University has begun its observations, we at the North side

Please at once.
The University of Chicago
Office of the Counsel and Business Manager

JUNE THIRTIETH
1923

President E. D. Burton
The University of Chicago

My dear Mr. Burton:

I am sending with this a copy of the proposed agreement between the University and the Trustees of Rush Medical College, submitted to us by Mr. Martin, with the corrections which we made at the conference in your office.

Mr. Martin advises me this morning by telephone that he has a slightly modified form of which I am to have a copy today. Will send copy to you when received.

Yours very truly,

WH:HF

Encl.
I am sending with this a copy of the original

Church of the Holy Trinity

S. J. G. A.

H. N. G.

I do not know if you have already received

the letter that was sent to me by the President of the College.

Yours very truly,

[Signature]
THIS AGREEMENT, made this_______ day of______
A. D. 1923, by and between THE UNIVERSITY OF CHICAGO, an Illinois cor-
poration (hereinafter called the "University") and THE TRUSTEES OF THE
RUSH MEDICAL COLLEGE, also an Illinois corporation (hereinafter called
the "College"),

W I T N E S S E T H, AS FOLLOWS:

WHEREAS, the University and the College, after extended and
careful consideration of the subject of medical and surgical education
and the existing condition of the same, and of the best course to pur-
sue in order to advance, improve and enlarge the facilities for such
education, and make same more efficient, and thereby promote the well-
being of the public believe that the making and carrying out of this
contract is the best course to pursue to attain the desired objects,
and will render the work of the parties in connection with medical
and surgical education more effective than it otherwise would be,
and will broaden the scope of the same, and will also tend to economy,
and greatly benefit the cause of medical and surgical education and the
public; and

WHEREAS, the University of Chicago is already conducting and
has for some years conducted a medical school on its campus on the
south side of the City of Chicago which medical school is doing the
work of the first two years of a medical curriculum for the M. D. de-
gree, Rush Medical College doing, by agreement with the University of
Chicago made in 1906, the last two years of medical work for the M. D.
degree; and

WHEREAS, the University has obtained subscriptions aggregat-
ing approximately Five Million Three Hundred Thousand Dollars ($5,300,000)
to be used and applied by it to the work of medical and surgical educa-
tion; and

WHEREAS, the University intends, out of the moneys obtained
from said subscriptions or from other sources, to develop its Medical
and Surgical School near its present campus situated on the south side
of the City of Chicago, so as to provide a full four-year curriculum,
and in connection therewith to construct and equip a hospital contain-
approximately two hundred (200) beds, and to make all necessary
proper provision for the operation and maintenance of said Medi-
cal and Surgical School and said hospital, it being contemplated that
the members of the Faculty and teaching and research force of said
Medical and Surgical School shall, if and as required by the University,
give their full time to the work of said School and not engage in out-
side medical or surgical practice or other professional or commercial
activity; and

WHEREAS, the University has also been intending to establish
and maintain a school for advanced medical and surgical education and
research on the west side of the City of Chicago and near the present
site of the College, and in connection therewith and as a part thereof, to
construct, equip and maintain a new Laboratory building, costing with its
equipment not less than Four Hundred Thousand Dollars ($400,000) to be
occupied and used for the purposes of such school, the Faculty and teaching
and research force of said school to be organized either upon a full
time plan, or the part time plan, or both, as the University may from
time to time determine; and

WHEREAS, the College now owns the real estate, situated on the
west side of the City of Chicago, described as follows, to-wit: all of
the West two (2) feet of Lot Eleven (11) (except that part thereof oc-
cupied by the Senn Building) and all of Lots Twelve (12) to Sixteen (16),
both inclusive, all in McKay's resubdivision of Block Eleven (11), in
Ashland Addition to Chicago, together with that part of the South One-
half (½) of vacated East and West alley lying immediately North of and
adjacent to said Lots Thirteen (13), Fourteen (14), Fifteen (15) and
Sixteen (16) and West of the West wall of the Presbyterian Hospital
Building, in Section Eighteen (18), Township Thirty-nine (39) North,
Range Fourteen (14) East of the Third Principal Meridian, in the County
of Cook and State of Illinois; (and also The Senn Building and the Labor-
atory;) and

WHEREAS, the College has heretofore constructed a building and
improvements on said above described real estate, and equipped the same
as a medical and surgical school, and occupied and used the same for such
purposes for a period of more than ___________________________________ years.
new occupying and using the same for such purposes, and

WHEREAS, the value of said real estate (apart from said building
and improvements) does not exceed


Dollars, and the value of said building
and improvements does not exceed


Dollars; and

WHEREAS, Rush Medical College desires that the work inaugurat-
ed and hitherto conducted by it shall be continued upon a permanent basis
and upon the highest attainable scientific and humanitarian standards
and desires to perpetuate the name of Rush Medical College in connection
therewith; and

WHEREAS, the University is willing to co-operate with Rush
Medical College in the achievement of these purposes.

NOW, THEREFORE, it is mutually covenanted and agreed between
the parties as follows:

1. The University hereby covenants and agrees that, upon the
execution of this agreement, it will proceed to develop its said Medi-
cal and Surgical School near its said campus on the south side in the
City of Chicago and to construct, equip and maintain said hospital con-
taining approximately two hundred (200) beds, and to get the same in
operation, and that it will complete such organization, equipment and
construction with all convenient speed.

2. The University hereby covenants and agrees that, upon the
execution of this agreement, it will proceed at its own expense to tear
down the building now on said real estate and thereon construct and equip
a new Laboratory building, capable of occupancy and use as a school for
advanced medical and surgical education and research, said building with
its equipment to cost not less than Four Hundred Thousand Dollars ($400,000),
said building and equipment to be in accordance with modern methods for
the construction and equipment of laboratories for advanced medical and
surgical education and research, and to be completed with all convenient
speed, and the University further covenants and agrees that it will from
and after its said medical and surgical school on the south side of the
City of Chicago is organized and said hospital containing approximately
two hundred (200) beds is constructed, as aforesaid, operate and maintain
new Laboratory building and equipment and pay all of the expenses of any and every kind and nature whatsoever, of such operation and maintenance.

3. The College hereby covenants and agrees that, upon the execution of this agreement, it will quit-claim and convey to the University the title in fee to the above described real estate by deed in the ordinary form, except that said deed shall contain a provision that if the contractual relations, created by this instrument, between the parties shall for any reason determine after the commencement of the destruction of the present medical building, the University shall pay to the College a sum equal to the then value of said above described real estate (exclusive of all the improvements which the University may have made thereon) and on making such payment, the University shall hold the title to said real estate as its own absolute property.

4. The College hereby covenants and agrees to, and hereby does, assign and transfer to the University, subject to the consent of the other parties to said contracts, all the following contracts between the College and other institutions, to-wit:

(1) Contract dated January 2, 1884, between The College and the Presbyterian Hospital of Chicago;

(2) Contract dated October 20, 1916, between the College and the Trustees of the Otho S. A. Sprague Memorial Institute;

(3) Contract dated________________ between the College and the McCormick Memorial Institute for Infectious Diseases;

(4) Contract dated June 9, 1875, between the College and the Central Free Dispensary of West Chicago;

(5) Contract dated July 27, 1911, between the College and the Home for Destitute Crippled Children;

(6) Contracts dated________________ between the College and St. Joseph's Hospital;
The College president and associate and consent heretofore to the
maintenance of said association. It will, therefore, admit and comply with
the conditions and obligations of the "doctoral degree in the University and
also to the degree of the Bachelor of Arts, which Bachelor's degree shall be
conferring a Doctor of Arts degree. It is the condition contained in the
instrument that the contract shall not be amended or altered.

The parties hereby for the duration of the contract will abide by the
university's policy on student conduct and the University's Code of
Conduct as well. For the purpose of avoiding any conflict, the University
may make such rules and regulations as it may deem necessary and may
exercise such powers as it may deem necessary for the peaceful
administration of the University, subject to the University's by-laws.

The College president and associates may amend and modify the
above contract or any portion thereof, provided the following agreements,
some necessary and material to the University's subject to the contract,
are met:

   - Between the College and Catholic University.
   - Between the College and the Catholic Memorial Institute.
   - Between the College and the Catholic Memorial Institute.
   - Between the College and the Catholic Memorial Institute.
   - Between the College and the Catholic Memorial Institute.
   - Between the College and St. Joseph's Hospital.

The above contracts shall be subject to the approval of the
College president and associates.
(7) Contract dated

between the College and the Orthogenic Institute;

(8) All other similar contracts between the College and other institutes.

And the University hereby assumes and agrees to perform each and all of the covenants of the College contained in each and all of said contracts mentioned in this subdivision 4 and to indemnify and save harmless the College from any and all liability on any of the same.

5. Until said Medical School is developed, as aforesaid, by the University on or near its campus on the south side of the City of Chicago, and said hospital containing approximately two hundred (200) beds is constructed and equipped, the College may give undergraduate instruction to medical and surgical students, and shall not be limited or confined to the giving of advanced medical or surgical education and, in connection therewith, the College shall have the right to occupy and use its present building and improvements on said above described real estate for medical and surgical educational purposes to the extent that such occupancy and use does not interfere with the construction of said new Laboratory building, so to be constructed thereon as aforesaid, and also, for the same purpose, to occupy and use said new Laboratory building, when completed, and such parts thereof as may from time to time during the construction of said building be available for such use and occupancy. And until said medical school of the University is developed as aforesaid, the College shall have the right to select the members of the faculty and teaching and research force who are to do work in connection with said undergraduate instruction and to confer degrees upon students who have received such instruction, in the name of the Rush Medical College.

All fees and all other moneys paid by students for such undergraduate instruction shall belong to the College.

Until the time when, as aforesaid, the University shall commence the giving of advanced medical and surgical education, the College shall pay all of the expenses of every kind and nature whatsoever attendant upon the giving of such undergraduate instruction, including all salaries
Faculty and teachers, agents, servants and employees, and all the expenses of the management and operation of its said building and improvements and of said new Laboratory building, to the extent that it occupies and uses the same.

6. When the University of Chicago shall have constructed and equipped said hospital containing approximately two hundred (200) beds, and shall have so organized and developed its medical school at or near its campus on the south side of the City of Chicago as that it shall be conducting at that site an undergraduate medical school with a full four-year curriculum or shall be prepared immediately to do so, then upon notification from the University that it is conducting such work or prepared immediately to do so, the College shall cease to conduct a school of medical education and the University shall thereafter conduct two schools of medicine, one at or near its campus on the south side for undergraduate students of medicine, and the other on the west side at or near the present site of Rush Medical College, the latter to be devoted to advanced medical and surgical education; provided, however, that in case the University of Chicago shall not by October 1, 1928 have established its medical school for undergraduates with a full four-year curriculum at or near its campus on the south side of the City of Chicago in that case the University shall then and thereafter until such time as it shall have established its four-year medical course on the south side, assume full responsibility for the conduct and maintenance of medical education for undergraduates at the site on the west side supplementary to its work on the south side and, together with it, constituting a four-year medical course; such undergraduate work as is done on the west side being in addition to the advanced medical and surgical education above referred to.

7. On and after October 1, 1923, and for such period as Rush Medical College shall under its contract conduct the work of a medical school, undergraduate or advanced, it is agreed that it shall submit its budget to the University of Chicago in advance for each year and that the University of Chicago will underwrite this budget to an amount not exceed-
, the College continuing to receive its tuition
and paying its salaries and other obligations.

8. On and after October 1, 1926, or any earlier date at
which the conditions indicated in Paragraph 6 have been fulfilled,
namely, that the University of Chicago is conducting a four-year
medical course on the south side and in consequence Rush Medical
College shall have ceased to conduct medical courses, then, in either
event, the University shall be responsible for all expenses of both
medical schools, both schools being conducted in its own buildings
and by faculties appointed by the University.

9. During such period as Rush Medical College shall be con-
ducting undergraduate work on the west side it shall do so under its
own name "Rush Medical College" and when the University of Chicago
shall establish and conduct on the west side its aforesaid school for
advanced medical and surgical instruction it shall do so under the
name of "Rush Postgraduate Medical School of The University of Chicago"
or other similar title including the word "Rush" and "Medical", and
this title shall continue to be used so long as the conditions of
Paragraph 6 exist.

IN WITNESS WHEREOF, the parties hereto have severally caused
this agreement to be executed by their respective officers duly there-
unto authorized, in accordance with resolutions of their respective
Boards of Trustees, and their respective corporate seals to be hereeto
affixed the day and year first above written.

ATTEST:

__________________________  THE UNIVERSITY OF CHICAGO

Secretary                        BY

President of its Board of Trustees

ATTEST:

__________________________  TRUSTEES OF RUSH MEDICAL COLLEGE

__________________________  BY

President
The University of Chicago

The College of Medicine to receive the following.

The amount of the grant is $10,000.00.

The amount is due on or before October 1, 1935, or any extension thereof.

The college agrees to spend the money as follows:

1. The college shall have access to the University's medical library.
2. The college shall have access to the University's medical records.
3. The college shall have access to the University's medical hospital.

The college shall provide a written report to the University annually.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Attest:

[Signature]

President of the Board of Trustees of Rush Medical College
MEMORANDUM to be put in the Medical Folder

The action of the Committee on Instruction and Equipment with reference to the organization of medical work was approved by the Board of Trustees, July 9, 1918 (see page 494 in the bound Minutes of that year). Under this action it is provided that the south side school shall be known as "The University of Chicago Medical School" and that when the west side school ceases to do undergraduate work it shall be known as "Rush Postgraduate Medical School of the University of Chicago." It is stipulated that the trustees of the Rush Medical College shall cease to give the degree of Doctor of Medicine, that in rare cases the degree of Doctor of Science in Medicine may be conferred on students in the postgraduate medical school.
University of Chicago

Office of the President

June 30, 1945

The matter of the completion of the Industrial Research Institute
should receive the prompt attention of the Administration of the
University and the Board of Trustees. It is imperative to the
future of the Institute (and, as I have pointed out to the
Board of Trustees, the future of this University) that
the Institute be brought to operational status in the
near future.

The University of Chicago itself must be active in the
promotion of the Institute and must ensure that the
institute shall be a part of the University's total
activities in the field of industrial research.

The President of the University is requested to take
appropriate action to this end.

Sincerely yours,

[Signature]
MEMORANDUM of conference in reference to medical contract:

Present:

Mr. Heckman
Mr. Martin
Mr. Tenney

Mr. Mack
Mr. Simpson

Results:

Agreed that case must go to the Supreme Court, Martin yielding to judgment of Heckman, Flexner, Tenney, Mack and Simpson.

Martin to prepare detailed contract.

Martin and Tenney to see Attorney General Brundage on his return from Europe. Expected August 1.

Expectation to present case to Lower Court in September. December term of Superior Court.

Decision probably in February or April.

Flexner to furnish material for the Recital and the interrogatory for depositions to be obtained from various places.

If Brundage refuses to take case to Supreme Court the whole matter to be reconsidered.

Martin stated before the interview, evidently speaking for Mr. Simpson, that Rush Trustees would not agree in case contract was declared invalid by Supreme Court, to sell the land under
Memorandum of conference in reference to medical contract (2)

the Rawson Building to the University.

Simpson intimated, indeed stated, that they had
other arrangements in mind in case the proposed contract
with the University should fail through.

Simpson stated that so long as negotiations between
Rush and the University were going forward in earnest,
Rush would continue to operate the medical school. This
evidently means at least until April 1, 1924.
(REVISION MADE AUGUST 6th OF THE RECITALS OF DRAFT MADE IN CONFERENCE
ON JULY 24, 1923, BETWEEN MESSRS. TENNEY, MACK AND MARTIN).

THIS AGREEMENT, made this [blank] day of__
__________________________, A.D. 1923, by and between THE UNIVERSITY
OF CHICAGO, an Illinois corporation (hereinafter called the "University")
and THE TRUSTEES OF THE RUSH MEDICAL COLLEGE, also an Illinois corporation
(hereinafter called the "College"),

WITNESSETH, AS FOLLOWS:

WHEREAS, the University and the College, after extended and
careful consideration of the subject of medical and surgical education
and the existing condition of the same, and of the best course to pursue
in order to advance, improve and enlarge the facilities for such
education, and make the same more efficient, and thereby promote the well-
being of the public, believe that the making and carrying out of this
contract is the best course to pursue to attain the desired objects, and
will render the work of the parties in connection with medical and
surgical education more effective than it otherwise would be, and will
broaden the scope of the same, and will also tend to economy, and greatly
benefit the cause of medical and surgical education and the public; and,

WHEREAS, the College is at the present time wholly dependent
for its income upon tuition fees and other fees received from students,
and moneys it may receive from other persons for services rendered and
upon the income from the trust funds mentioned in paragraph Six, infra,
of this agreement, and the average annual net income of the College
from all said sources remaining after payment of necessary charges and
expenses, has during the last five years not exceeded Four Thousand
Dollars ($4000.), and during the year preceding the date hereof has not
exceeded that amount; and,
PHOTOGRAPH OF THE RIOGRADO ARMS • NOVEMBER 1892 • TRENCHER MEANS, WARD, AND MARTIN

The agreement made this A.D. 1893, by and between the univ. UNIVERSITY

ON ORALDO, as RICHMOND COLLEGE (hereafter called the "university")

and the trustees of the RICHMOND COLLEGE, also as RICHMOND COLLEGE

(nowhere called the "college")

WITNESSTHERTO

WHEREAS, the University and the college, after extensive and

mutual consultation on the subject of a new and mutually agreeable

faculty constitution of the name and of the best course to pursue

in order to enhance, improve, and direct the faculties for such

opportunity, and make the same more efficient, and extend to the full

scope of the purpose, better serve the making and cultivating of such

contract to the best course to pursue to attain the greatest capacity, and

will render the work of the efforts in connection with" meaning

mutual opportunity more effective than it otherwise would be, and will

progress the scope of the name, and will also tend to economy, and expand

benefit the cause of wealthy and university connection and the purposes, and

WHEREAS, the college is at the present time, with support

for its income from tuition fees and other income received from endowment

and monies it may receive from other sources for services rendered and

upon the income from the same funds, mentioned in paragraphs 6th, 7th, and

8th, of this agreement, and the revenue thereby net income of the college

from office and concern remaining after payment of necessary charges and

expenses, and giving the fact that there is not excess thereof for

expenditure (9000), and giving the fact recognizing the great need and not

exceeding the amount; and
WHEREAS, the net income of the College is wholly insufficient to enable it to make such changes and additions to its present medical school and laboratory, and the equipment thereof, as are necessary to meet the advances in medical and surgical science and to keep the same up to modern methods and afford the public the most efficient service and, in fact, are wholly insufficient to enable the College to make proper provision out of its income against depreciation in its present property;

WHEREAS, all of the property described in Exhibit "A", attached hereto, and hereinafter covenanted and agreed to be conveyed, transferred and assigned by the College to the University, was purchased by the College with its own moneys, obtained by it from tuition fees and other fees the College had received from its students and moneys received by it for services rendered by it to other persons or corporations, and donations of money and property, all of which donations were free from any trust, expressed or implied, created by any of the donors thereof, and without any requirement by any of said donors as to the purpose or purposes for which the same should be held, owned, used or expended by the College, or any specification by any of said donors regarding such purpose or purposes; and,

WHEREAS, the College is now the absolute owner of all of said property, real and personal, described in said Exhibit "A", and said property is the only property, real or personal, now owned by the College.

WHEREAS, within the thirty years since Johns Hopkins Medical School in Baltimore was founded, with larger resources than any American medical school up to that time possessed, a great advance in medical education has taken place, and in Boston, New York, St. Louis, New Haven and elsewhere, universities have sought and obtained large
Of money for medical education, and such sums are now necessary for the conduct and support of a competent school of medical science; and,

WHEREAS, the City of Chicago has participated in this advance movement to a less degree than its size, and its importance in relation to the adjacent country justify and demand; and,

WHEREAS, the citizens of Chicago have nevertheless shown a great interest in the advancement of medical education, and have in recent years made large contributions to a fund raised by the University of Chicago for the development of medical education under its auspices; and,

WHEREAS, as the result of these subscriptions and others, the University now possesses in subscriptions and gifts approximately Five Million Three Hundred Thousand Dollars ($5,300,000) to be used and applied by it to the work of medical and surgical education; and,

WHEREAS, recent American experience confirms that of other countries to the effect that universities alone can secure the funds necessary adequately to equip and maintain a modern school of the Science of Medicine; and,

WHEREAS, the University of Chicago is one of the few universities in the United States so located as to be able to develop a complete medical school in close contact with the Graduate School of Science in the same, and also one of the few universities which can establish and maintain those relations with hospitals and other agencies for the treatment of disease which are necessary to develop varied and competent instruction for graduates in Medicine; and,
WHEREAS the City of Chicago has participated in this


WHEREAS, the University of Chicago is already conducting, and has for some years conducted, a medical school on its quadrangles on the south side of the City of Chicago, expending therein approximately Two Hundred and Twenty-five Thousand Dollars ($225,000) annually; and,

WHEREAS, The University intends, from its present resources and out of the moneys obtained from said subscriptions and gifts, or from other sources, to enlarge the scope and equipment of its existing medical school on its quadrangles situated on the south side of the City of Chicago, and in connection therewith to construct and equip a hospital containing approximately two hundred (200) beds, and to make all necessary and proper provisions for the operation and maintenance of said medical and surgical school and hospital; and,

WHEREAS, the University has also been intending to establish and maintain a school for medical and surgical education and research on the west side of the City of Chicago and near the present site of the College, and, in connection therewith, to construct, equip and maintain a new laboratory building, costing with its equipment not less than Four Hundred Thousand Dollars ($400,000), to be occupied and used for the purposes of said school; and,

WHEREAS, the maintenance and further development by the University of the aforesaid school of medical and surgical science on or near its quadrangles on the South Side, and in immediate contact with its own Graduate School of Science, and also the aforesaid school for medical and surgical education and research on the West Side of the City of Chicago, in close proximity to the large hospitals in that part of the City, would contribute very greatly to the promotion of human welfare through the advancement of medical science and the education of medical practitioners.
WHEREAS, the University of Chicago is greatly concerned
and has for some years been engaged in the development
of the south side of the City of Chicago, expanding its territory
approximately two hundred and twenty-five thousand dollars ($250,000)
in every respect;

WHEREAS, the University is prepared to undertake the
and of the money obtained from real estate purchase and gifts of
money or other contributions, to undertake the purchase and acquirement of the
real estate on the south side of the City
of Chicago, and in connection therewith to construct and maintain a hospital
containing approximately two hundred (200) beds, and to make all
necessary and proper provisions for the operation and maintenance of
the hospital and equipment school and hospital;

WHEREAS, the University has also been interested in the
and in maintaining a school for medical and sanitary education and research
on the west side of the City of Chicago and near the present site of the
College, and in connection therewith to construct, equip and maintain
a new institution, or to associate with the government for the
purpose of erecting and maintaining a hospital and school;

WHEREAS, the maintenance and further development of the
University of the osteopathic school of medicine and sanitary science on
the west side is desirable to the south side, and in immediate contact with
the new hospital school of medicine, and also the osteopathic school for
medical and sanitary education and research on the west side of the City
of Chicago, is close proximity to the large hospitals in that part of
the city, which constitute very essential to the promotion of

Wherefore, etc.
WHEREAS, the College now owns the real estate situated on
west side of the City of Chicago, described as Parcel 1 in Exhibit "A",
attached hereto; and,

WHEREAS, the College has heretofore constructed a building and
improvements on said real estate described as Parcel 1 in said Exhibit "A",
and has equipped the same as a medical and surgical school and has
occupied and used the same for said purpose for a period of more than
forty (40) years, and is now occupying and using the same for said
purpose; and,

WHEREAS, the value of said real estate described as Parcel 1
in said Exhibit "A", including all the buildings and improvements thereon,
does not exceed the sum of Twenty-five Thousand Dollars ($25,000); and,

WHEREAS, the College also now owns the real estate described
as Parcel 2 in said Exhibit "A", situated on the west side of said City
of Chicago, together with all the buildings and improvements thereon; and,

WHEREAS, the value of said real estate, together with all the
buildings and improvements thereon, described as said Parcel 2 in said
Exhibit "A", does not exceed the sum of

Dollars ($
)

and,

WHEREAS, the College also now owns the personal property
described as Parcel 3 in said Exhibit "A"; and,

WHEREAS, the value of said personal property described as
Parcel 3 in said Exhibit "A", does not exceed the sum of

Dollars ($
)

and,

WHEREAS, the College has a right of re-entry, in case there
has been or may be hereafter a breach under the provisions of a certain
deed, bearing date January 2, 1884, executed by it, as grantor, to the
Presbyterian Hospital, as grantee, which said deed has been heretofore
recorded in the Recorder's Office of Cook County, Illinois, as Document
The parties as for.

WHEREAS,

NOW, THE

2 OF BLOCK A IN

the parties as for.
WHEREAS, the College is also the owner of Lot 109 in Division 2 of Block A in Oakwood Cemetery in Cook County, Illinois;

NOW, THEREFORE, it is mutually covenanted and agreed between the parties as follows:
WHEREAS, the Coffin is also the owner of Lot 102 in Division 5 of Block 1 in Graceland Cemetery in Cook County, Illinois;

NOW, THEREFORE, it is mutually consented and hereby agreed as follows:


(DRAFT MADE IN CONFERENCE ON JULY 24, 1923, BETWEEN MESSRS. TEMPLEY, MACK AND MARTIN.)

THIS AGREEMENT, made this ____________________ day of ____________________, A. D. 1923, by and between THE UNIVERSITY OF CHICAGO, an Illinois corporation (hereinafter called the "University") and THE TRUSTEES OF THE RUSH MEDICAL COLLEGE, also an Illinois corporation (hereinafter called the "College"),

W I T N E S S E T H, AS FOLLOWS:

WHEREAS, the University and the College, after extended and careful consideration of the subject of medical and surgical education and the existing condition of the same, and of the best course to pursue in order to advance, improve and enlarge the facilities for such education, and make the same more efficient, and thereby promote the well-being of the public, believe that the making and carrying out of this contract is the best course to pursue to attain the desired objects, and will render the work of the parties in connection with medical and surgical education more effective than it otherwise would be, and will broaden the scope of the same, and will also tend to economy, and greatly benefit the cause of medical and surgical education and the public; and,

WHEREAS, the University has obtained in subscriptions and gifts approximately Five Million Three Hundred Thousand Dollars ($5,300,000) to be used and applied by it to the work of medical and surgical education; and,

WHEREAS (here insert recitals to be prepared by Mr. Martin regarding the present financial situation of the College, etc.)
WHEREAS, the University of Chicago is already conducting, and has for some years conducted, a medical school on its quadrangles on the south side of the City of Chicago; and,

WHEREAS, The University intends, from its present resources and out of the moneys obtained from said subscriptions and gifts, or from other sources, to develop a medical and surgical school near its quadrangles situated on the south side of the City of Chicago, and in connection therewith to construct and equip a hospital containing approximately two hundred (200) beds, and to make all necessary and proper provisions for the operation and maintenance of said medical and surgical school and hospital; and,

WHEREAS, the University has also been intending to establish and maintain a school for medical and surgical education and research on the west side of the City of Chicago and near the present site of the College, and, in connection therewith, to construct, equip and maintain a new laboratory building, costing with its equipment not less than Four Hundred Thousand Dollars ($400,000), to be occupied and used for the purposes of said school; and,

WHEREAS, the College now owns the real estate situated on the west side of the City of Chicago, described as Parcel 1 in Exhibit "A", attached hereto; and,

WHEREAS, the College has heretofore constructed a building and improvements on said real estate described as Parcel 1 in said Exhibit "A", and has equipped the same as a medical and
I cannot read the handwriting on this page due to its quality and orientation. It appears to be a page from a document, but the content is not legible.
surgical school and has occupied and used the same for said purpose for a period of more than forty (40) years, and is now occupying and using the same for said purpose; and,

WHEREAS, the value of said real estate described as Parcel 1 in said Exhibit "A", including all the buildings and improvements thereon, does not exceed the sum of Twenty-five Thousand Dollars ($25,000); and,

WHEREAS, the College also now owns the real estate described as Parcel 2 in said Exhibit "A", situated on the west side of said City of Chicago, together with all the buildings and improvements thereon; and,

WHEREAS, the value of said real estate, together with all the buildings and improvements thereon, described as said Parcel 2 in said Exhibit "A", does not exceed the sum of ___________________________ Dollars ($ ) and,

WHEREAS, the College also now owns the personal property described as Parcel 3 in said Exhibit "A"; and,

WHEREAS, the value of said personal property described asParcel 3 in said Exhibit "A", does not exceed the sum of ___________________________ Dollars ($ ) ; and,

WHEREAS, the College has a right of re-entry, in case there has been or may be hereafter a breach under the provisions of a certain deed, bearing date January 2, 1884, executed by it, as grantor, to the Presbyterian Hospital, as grantee, which said deed has been heretofore recorded in the Recorder's Office of Cook County, Illinois, as Document No. __________________________; and,

WHEREAS, the College is also the owner of Lot 109 in Division 2 of Block A in Oakwood Cemetery in Cook County, Illinois;

NOW, THEREFORE, it is mutually covenanted and agreed between the parties as follows:

-8-
1. The College hereby covenants and agrees that upon the execution of this agreement, it will convey, assign and transfer to the University all the property, real and personal, described in said Exhibit "A" attached hereto; and the University hereby covenants and agrees that it will use all said property (or its proceeds in case of a sale) to promote the general interests of medical education and to qualify young men to engage usefully and honorably in the professions of medicine and surgery.

2. The University hereby covenants and agrees that, upon the execution of this agreement, it will proceed to develop its said medical and surgical school, near its said quadrangles on the south side of the City of Chicago, and, for use in connection therewith, will construct, equip and maintain there, or at some other place in the City of Chicago suitable for that purpose, a hospital, containing approximately two hundred (200) beds, and will complete said hospital and put it in operation, with all convenient speed, and, in any event, within ten (10) years from the date hereof.

3. The University hereby covenants and agrees that, upon the execution of this agreement, it will proceed, at its own expense, to tear down the building now on the property described as Parcel 1 in said Exhibit "A", and thereon construct and equip a new laboratory building, capable of occupancy and use as a school for medical education and research, said building with its equipment to cost not less than Four Hundred Thousand Dollars ($400,000), - said building and equipment to be in accordance with modern methods for the construction and equipment of laboratories for medical and surgical education and research, and to be completed with all
convenient speed and, in any event, within five (5) years from the date hereof; and the University further covenants and agrees that it will operate and maintain said new laboratory building and equipment and pay all the expenses of any and every kind and nature whatsoever of such operation and maintenance.

4. The College hereby covenants and agrees to, and hereby does, assign and transfer to the University, subject to the consent of the other parties to said contracts, all of the contracts between the College and the other institutions, mentioned in Exhibit "B" hereto attached; and the University hereby assumes, and agrees to perform each and all of the covenants of the College contained in each and all of the said contracts mentioned in said Exhibit "B" and to indemnify and save harmless the College from any and all liability under the same.

5. The College hereby grants to the University the exclusive right to use, in connection with its work of medical and surgical education, the designation "Rush Medical School of the University of Chicago", or any other designation it may desire, containing the word "Rush", until such time as the College shall desire to use, and shall begin to use, in connection with its work in medical or surgical education, some designation containing the word "Rush", and the University hereby covenants and agrees to use such designation, containing the word "Rush", as a designation for its own post-graduate medical or surgical work, until the College itself desires, as aforesaid, to use and begins to use the same.

It is expressly understood and agreed that the obligation hereunder of the University to use the name "Rush" shall cease and determine, in case said name (either by itself or
A letter to the President of the University from the Chancellor of the University:

The Board of Trustees of the University of Illinois at Urbana-Champaign,

Dear Sirs,

I write to express my concern regarding the recent events that have taken place on campus. As you are aware, these events have caused a significant disturbance and have affected the well-being of our students, faculty, and staff.

I understand the complexities and challenges associated with these matters, and I urge all parties involved to approach the situation with the utmost care and consideration. It is essential that we work together to ensure the safety and well-being of everyone on campus.

I am confident that with your guidance and leadership, we can find a resolution that respects the rights and freedoms of all individuals while maintaining the integrity and values of our institution.

Sincerely,

[Signature]

Chancellor of the University

[Institution Name]
in combination with other words) is adopted or used by any other institution, or person or association of persons, in connection with any medical or surgical education or work in the State of Illinois, and such adoption or use is adjudged permissible by the judgment or decree of any court of competent jurisdiction in the State of Illinois.

8. It is expressly understood and agreed that all trust funds now held by the College shall, notwithstanding this agreement, continue to be held in trust by the College upon and subject to the same trusts upon and subject to which they are now held, including the following trust funds: (1) French Prize Fund of something over $3,000; (2) H. H. Lyman Memorial Prize Fund of $500; (3) Neusheimer Library Fund of $5000; (4) A.D. Thomson-Bevan Fellowship Fund of $5,000; (5) Nicholas Semn Fellowship Fund of $15,000 and (6) John Phillips Fund of something over $7,500, for establishing and maintaining a free dispensary.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers duly thereto authorized, in accordance with resolutions of their respective Boards of Trustees, and their respective corporate seals to be hereto affixed the day and year first above written.

THE UNIVERSITY OF CHICAGO

BY
President of its Board of Trustees

ATTEST:

Secretary

TRUSTEES OF RUSH MEDICAL COLLEGE

BY
President

ATTEST:
CHANGES PROPOSED BY PRESIDENT ERNEST D. BURTON, AUGUST 6th.

IN CONTRACT BETWEEN THE UNIVERSITY OF CHICAGO AND RUSH MEDICAL COLLEGE.

AS DRAWN JULY 24, 1923.

P. 1. Insert Mr. Martin's new recitals, 1, 2, 3, and 4 after the first "WHEREAS" clause, instead of after the second.

P. 1. After Mr. Martin's recitals, insert from "Recitals based on A. Flexner's letter," clauses 1, 2, and 3.

P. 1. In the last paragraph, for the first line read: "WHEREAS, as the result of these subscriptions and others, the University now possesses in subscriptions"

P. 1. After the last paragraph as amended above, insert from "Recitals based on A. Flexner's letter," clauses 4 and 5.

P. 2. First paragraph, add "expending therein approximately two hundred and twenty-five thousand dollars (§225,000) annually."

P. 2. Omit the "Here insert" etc.

P. 2. In the second "WHEREAS" clause, for "to develop a medical and surgical school near," and substitute "to enlarge the scope and equipment of its existing medical school on."

P. 2. After the third paragraph, add clause 6 of "Recitals based on A. Flexner's letter."

The effect of these proposals is shown in the revised form of pages 1 and 2 of the Proposal of July 24, 1923.
IN CONTRACT BETWEEN THE UNIVERSITY OF CHICAGO AND RUSH MEDICAL COLLEGE

AGREEMENT DATED JULY 6, 1959

1. It is agreed that the University of Chicago, hereinafter referred to as "the University," and Rush Medical College, hereinafter referred to as "Rush College," shall cooperate in the extension of the University of Chicago Monroe Carell Jr. Institute for Pediatric Surgery and Research located at Rush College.

2. It is agreed that the University of Chicago shall provide financial support for the operation and maintenance of the Institute.

3. It is agreed that Rush College shall provide facilities and equipment necessary for the operation and maintenance of the Institute.

4. It is agreed that the Institute shall be governed by a board of directors consisting of representatives from both the University of Chicago and Rush College.

5. It is agreed that the Institute shall have an endowment fund to support its operations.

6. It is agreed that the Institute shall be operated in accordance with the policies and bylaws established by the board of directors.

7. It is agreed that the Institute shall conduct research and provide clinical services in accordance with the standards established by the medical profession.

8. It is agreed that the Institute shall be subject to the jurisdiction of the courts of the State of Illinois.

9. This agreement shall be binding upon the parties and their successors in interest.

10. This agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.
August 6, 1923.

My dear Dr. Flexner:

I am greatly obliged for your letter enclosing statement to be used in the Recitals of the Contract between the University and Rush Medical College. It gives me just what I wanted. Because it covered in part the same ground already covered in the contract as drawn by the attorneys, and because it was not in the precise form necessary for the legal document, I have taken the liberty of recasting it somewhat for use in the contract. The result will appear in a copy of the Recitals of the Contract which I am enclosing. Some other changes may be made by the attorneys, but I do not anticipate any of importance.

When the lawyers have come to agreement I shall wish to consult you and the other officers of the General Education Board as to the suitableness of the contract to accomplish what you and we desire to bring about.

I am just leaving for a motor trip vacation in New York and New England, but expect to be in New York City about the twenty-second of August. May I ask whether you will be there? If not, I can come down again a little later.

I had been following up the matter of Ethylene, and
Enclosed, you will find two of my documents that I believe are relevant to our discussion. I have included a report on the recent developments in the field of renewable energy, which I believe could be of interest. Additionally, I have attached a draft of a proposal for a new research project that I think could complement our current work. I hope these documents will be helpful in our planning for the upcoming conference.

As for the meeting, I believe it is a great opportunity for our team to collaborate and share ideas. I have set aside a block of time in my schedule to discuss the details of the proposed research project. I believe this could be an excellent opportunity for us to work together and achieve our goals.

I am also interested in discussing the potential for collaboration with other institutions. I have identified several potential partners that I think could bring valuable resources to our project. I would be happy to discuss this further with you.

I look forward to our meeting and to working with you on this important project.
had two of our men in the Ogden School searching the journals. As the result thus far was negative I was about to send you the data I had gathered and ask if you could give me any other clue to follow up, when your letter came indicating that there had apparently been an error in the rumor. I am glad that Dr. Luckhardt's record is thus cleared.

We are greatly disappointed at Dr. Blake's declination of our invitation. We had done everything that we could think of to do. Whether it is wise to renew our effort and attempt to change his mind, I am not yet clear. We must do some thinking on this point. Meantime I am much distressed, but not in despair.

With renewed thanks, I am

Very truly yours,

Dr. Abraham Flexner,
General Education Board,
61 Broadway, New York City.
pay two of our men in the Ocean CountyNewton the entertain the
are the greatest game for our visitors I was happy to send you the
agree I had estimated and now that you would give me any offer
agree to follow out when your letter came integering that
the idea had apparently been an extract in the moment, I was glad
the tip's insinuation, "be quick in the matter." We
We were happy to get possession of the Please's garden
from our invitation, we had gone anywhere that we could
think of to go. Whether it is wise to come off it now and then
agree to change the mind I am not yet clear, we must go
some thinking on this point. Keen time is a great advantage
but not in general.

With renewed thanks I am

Very truly yours,

Dr. A.C. Turner
General Committee
October 25th, 1876

Of Brooklyn, New York City.
WHEREAS, the College is at the present time wholly dependent for its income upon tuition fees and other fees received from students, and moneys it may receive from other persons for services rendered and upon the income from the trust funds mentioned in paragraph Six, infra, of this agreement, and the average annual net income of the College from all said sources remaining after payment of necessary charges and expenses, has during the last five years not exceeded Four Thousand Dollars ($4000), and during the year preceding the date hereof has not exceeded that amount; and,

WHEREAS, the net income of the College is wholly insufficient to enable it to make such changes and additions to its present medical school and laboratory, and the equipment thereof, as are necessary to meet the advances in medical and surgical science and to keep the same up to modern methods and afford the public the most efficient service and, in fact, are wholly insufficient to enable the College to make proper provision out of its income against depreciation in its present property;
WHEREAS, all of the property described in Exhibit "A", attached hereto, and hereby covenanted and agreed to be conveyed, transferred and assigned by the College to the University, was purchased by the College with its own moneys, obtained by it from tuition fees and other fees the College had received from its students and moneys received by it for services rendered by it to other persons or corporations, and donations of money and property, all of which donations were free from any trust, express or implied, created by any of the donors thereof, and without any requirements by any of said donors as to the purpose or purposes for which the same should be held, owned, used or expended by the College, or any specification by any of said donors regarding such purpose or purposes; and,

WHEREAS, the College is now the absolute owner of all of said property, real and personal, described in said Exhibit "A", and said property is the only property, real or personal, now owned by the College.
Magnetawan, Ontario, Canada
August 13, 1923

Dear Dr. Burton:

Yours of August 6 has been forwarded to me here. You are of course entirely free to recast my little memorandum, as you please, so that it may best accomplish the purpose for which it was designed. I have read the proposed draft and have only one suggestion to make.

On the fourth page (The pages are not numbered.) the last two paragraphs read, "Whereas the University has also been intending to establish a school for medical and surgical education and research on the west side", and "Whereas ---- the aforesaid school for medical and surgical education and research on the west side", etc. As far as this this description goes, the west side school and the school on the quadrangle are identical in purpose and it is conceivable that some day this contract may be cited by someone to show that there was no essential difference in the conception of the two schools.

I venture to suggest, therefore, that the two paragraphs be changed as follows: "Whereas the University has also been intending to establish and maintain a postgraduate school on the west side of the City of Chicago", and in the next paragraph, "Whereas ---- and also the aforesaid postgraduate school on the west side."

I heard in New York that Blake had decided to stay in New Haven.
E.D.B.--2

Whatever be the outcome, I hope there will be no financial bidding on the part of
the two institutions against each other, for his services or the services of anyone
else, for such financial competition would inject into the full-time scheme the
very motive which the scheme is designed to exclude. There are certainly two,
perhaps more, other available men thoroughly competent to do your job. And should
Blake's declination be final, as I suspect it is, attention can be turned to them.

I am sorry that I am not to be in New York August 22. I shall be going
down for good about September 10.

Meanwhile I hope you will dismiss from your mind all care and concern,
for you have had hard and continuous sledding since you took on your new task, and
you ought to get a thorough rest before the new college year brings its fresh burden.

With all good wishes,

Very sincerely yours,

Abraham Flexner

AF: ESB
I hope you will be interested in the results of the conference. I propose to present the summary of the discussions on the various aspects of the conference. The conference covered a wide range of topics, including the latest developments in our field. I believe the information presented at the conference will be of great value to all those who attended.

The conference was well-organized and the speakers were knowledgeable and engaging. The discussions were lively and informative.

I hope to return to our field and continue the work we started at the conference. I believe the information we gained can be used to improve our work in the future.

Please let me know if you have any further questions or if there is anything else I can do for you.

With best wishes,

[Signature]

[Date]
My dear Dr. Burton:

Yours of August 6 has been forwarded to me here. You are of course entirely free to recast my little memorandum, as you please, so that it may best accomplish the purpose for which it was designed. I have read the proposed draft and have only one suggestion to make.

On the fourth page (the pages are not numbered) the last two paragraphs read, "Whereas the University has also been intending to establish a school for medical and surgical education and research on the west side", and "Whereas------ the aforesaid school for medical and surgical education and research on the west side", etc. As far as this description goes, the west side school and the school on the quadrangle are identical in purpose and it is conceivable that some day this contract may be cited by someone to show that there was no essential difference in the conception of the two schools.

I venture to suggest, therefore, that the two paragraphs be changed as follows: "Whereas the University has also been intending to establish and maintain a postgraduate school on the west side of the City of Chicago", and in the next paragraph, "Whereas------ and also the aforesaid postgraduate school on the west side."

I heard in New York that Blake had decided to stay in New Haven. Whatever be the outcome, I hope there will be no financial bidding on the part of the two institutions against each
New Haven.

I called at the office of the great firm to see Mr. Jones, who was the head of the firm. I explained to him the importance of having a good recommendation for the young man. He was very interested in what I had to say and suggested that I might write to Mr. Smith, who was the manager of the company. I was most grateful for his advice and left his office feeling much relieved.

On my way home I stopped at the corner store and bought some groceries. I was very happy to have found someone who was willing to help me. I decided to write to Mr. Smith and see if I could get an interview with him.

I found that Mr. Smith was very busy and could not meet with me personally. He suggested that I should send him a resume and a letter of recommendation. I was very pleased with his kindness and decided to follow his advice.

I sent Mr. Smith a resume and a letter of recommendation and waited for his reply. A few days later I received a letter from him, inviting me to come to his office for an interview.

I was very excited to have the opportunity to meet Mr. Smith and to discuss the possibility of joining his company. I prepared myself for the interview and went to his office on the appointed day.

Mr. Smith was very helpful and gave me some advice on how to improve my skills and knowledge. He was very impressed with my answers and offered me a job.

I was very grateful for his help and decided to take the job. I was very happy to have found a good opportunity and to have the chance to work for a company like Mr. Smith's.

I am very grateful to Mr. Smith and to everyone who helped me to find a job. I will work hard and be a good employee to justify their confidence in me.
other, for his services or the services of anyone else, for such financial competition would inject into the full-time scheme the very motive which the scheme is designed to exclude. There are certainly two, perhaps more, other available men thoroughly competent to do your job. And should Blake's declination be final, as I suspect it is, attention can be turned to them.

I am sorry that I am not to be in New York August 22. I shall be going down for good about September 10.

Meanwhile I hope you will dismiss from your mind all care and concern, for you have had hard and continuous sledding since you took on your new task, and you ought to get a thorough rest before the new college year brings its fresh burden.

With all good wishes,

Very sincerely yours,

(Signed) Abraham Flexner

COPY
RECEITALS BASED ON A. FLEXNER'S LETTER

1. \textbf{WHEREAS}, within the thirty years since Johns Hopkins Medical School in Baltimore was founded, with larger resources than any American medical school up to that time possessed, a great advance in medical education has taken place, and in Boston, New York, St. Louis, New Haven and elsewhere, universities have sought and obtained large sums of money for medical education, and such sums are now necessary for the conduct and support of a competent school of medical science, and;

2. \textbf{WHEREAS}, the city of Chicago has participated in this advance movement to a less degree than its size, and its importance in relation to the adjacent country justify and demand; and,

3. \textbf{WHEREAS}, the citizens of Chicago have nevertheless shown a great interest in the advancement of medical education, and have in recent years made large contributions to a fund raised by the University of Chicago for the development of medical education under its auspices; and,

4. \textbf{WHEREAS}, recent American experience confirms that of other countries to the effect that universities alone can secure the funds necessary adequately to equip and maintain a modern school of the Science of Medicine; and
WHEREAS, within the thirty years since some organisms
Medical School in Philadelphia were founded, with later recogni-
that any American medical school up to that time possessed
a greater advance in medical education than taken place and in
Boston, New York, or Toronto, New Haven and elsewhere,
universities have sought an appointment taken a name of money for
medical education, and such names are now necessary for the
beginning and support of a competent school of medical science.
and
WHEREAS, the city of Chicago has participated in
the advance movement to a lesser degree than it has been and
importance in relation to the scientific community, literary and
commerce;
and
WHEREAS, the citizens of Chicago have veritably
shown a great interest in the advancement of medical education
and have in recent years made large contributions to a fund
raised by the University of Chicago for the development of
medical education; and the people;
and
WHEREAS, recent American experience confirms that
of other countries to the effect that universities alone can
secure the funds necessary to support and maintain
a model school of the science of medicine; and
WHEREAS, the University of Chicago is one of the few institutions in the United States so located as to be able to develop a complete medical school in close contact with the Graduate School of Science in the same, and also one of the few Universities which can establish and maintain those relations with hospitals and other agencies for the treatment of disease which are necessary to develop varied and competent instruction for graduates in Medicine; and,

WHEREAS, the maintenance and further development by the University of the aforesaid school of medical and surgical science on or near its quadrangles on the South Side, and in immediate contact with its own Graduate School of Science, and also the aforesaid school for medical and surgical education and research on the West Side of the city of Chicago, in close proximity to the large hospitals in that part of the City, would contribute very greatly to the promotion of human welfare through the advancement of medical science and the education of medical practitioners.
WHEREAS the University of Chicago is one of the few

in the United States to oioest as to provide

to develop a complete medical school in close contact with

the Graduate School of Science in the same, and also one of

the few universities which can establish and maintain those

relations with hospitals and other agencies for the treatment

of diseases which are necessary to develop varied and competent

information for graduates in medicine; and

WHEREAS the University of the Medical School of Chicago and

society on the West Side of the city of Chicago, in order

immediate contact with the medical school for medical and

nursing education

and to the increase on the West Side of the city of Chicago, in order

proximity to the large hospitals in that part of the city,

money contributions and extras to the promotion of science and the

education of medical practitioners.
President Ernest D. Burton,  
The University of Chicago.

My dear President:

I am sending with this a copy of  
the bill in chancery of Rush Medical College  
vs. the University, also copies of the  
contracts between the College and the Presbyterian Hospital, Otho S. A. Sprague Memorial  
Institute, Home for Destitute Crippled  
Children, Children's Memorial Hospital and  
Central Free Dispensary, mentioned in the  
bill, the only ones of which we have any  
knowledge. The contract with the Central  
Free Dispensary is taken from the County  
Records. The Rush Medical College has not the  
original.

Very truly yours,

WH:EB  
Enc.

P.S. The contract between Rush  
Medical College and the  
Children's Memorial Hospital,  
if any there was, was cancelled  
by the accompanying contracts, viz:  
Between the Children's Memorial Hospital and the  
University, dated November 18, 1919;  
Between Rush Medical College and the University,  
dated December 19, 1919.  
Mr. Dickerson does not find any record of any con-  
tact between Rush Medical College and the  
Children's Memorial Hospital.
I am submitting this report of work of the presence of the
to the University, and submit to the
concerned personnel the following:

[Text continues, but is not legible due to image quality.]
THIS AGREEMENT, made this __________ day of

__________________, A.D.19____, by and between THE UNIVERSITY
OF CHICAGO, an Illinois corporation (hereinafter called the
"University") and THE TRUSTEES OF THE RUSH MEDICAL COLLEGE,
also an Illinois corporation (hereinafter called the "College"),

W I T N E S S E T H, AS FOLLOWS:

WHEREAS, the University and the College, after ex-
tended and careful consideration of the subject of medical
and surgical education and the existing condition of the same,
and of the best course to pursue in order to advance, improve
and enlarge the facilities for such education, and make the
same more efficient, and thereby promote the well-being of
the public, believe that the making and carrying out of this
contract is the best course to pursue to attain the desired
objects, and will render the work of the parties in connection
with medical and surgical education more effective than it
otherwise would be, and will broaden the scope of the same,
and will also tend to economy, and greatly benefit the cause
of medical and surgical education and the public; and,

WHEREAS, the University has obtained in subscrip-
tions and gifts approximately Five Million Three Hundred
Thousand Dollars ($5,300,000) to be used and applied by it to the
work of medical and surgical education; and,

WHEREAS, all of the property of the College herein-
after described (except the Nicholas Senn Hall hereinafter
mentioned) and hereby covenanted and agreed to be conveyed,
transferred and assigned by the College to the University, was
purchased by the College with its own moneys, obtained by it
from tuition fees and other fees the College had received from
its students and moneys received by it for services rendered
THIS AGREEMENT, made the ______ day of _______, 19_____, by and between THE UNIVERSITY OF CHICAGO, an Illinois corporation, (hereinafter called the "Institution") and THE TRUSTEES OF THE MICHIGAN COLLEGE, (hereinafter called the "College") also an Illinois corporation, (hereinafter called the "Corporation")

WHEREAS, the University and the College, after an

extended and careful consideration of the matter of

accountancy and the existing conditions of the same,

and after due consideration of the same to judge of the best course to pursue in order to encourage and improve the present conditions for more efficient and effective business and educational purposes, and to the mutual benefit of the University and the College, the parties hereto agree to enter into the following agreement:

WHEREAS, the University and the Corporation have mutually agreed upon a sum of $300,000, to be paid in equal annual installments of $30,000, to be paid on the first day of January in each year, for the purpose of providing for the support of the College and the maintenance of the College's endowment, and for the general welfare of the institution.

WHEREAS, the parties hereto desire to provide for the College and the Corporation in perpetuity, and for the purpose of fulfilling these purposes, the parties hereto agree to the following:

1. The Corporation shall maintain the present building and endowment of the College in perpetuity.
2. The Corporation shall provide for the maintenance and operation of the College in perpetuity.
3. The Corporation shall provide for the support of the College in perpetuity.
4. The Corporation shall provide for the maintenance and operation of the College in perpetuity.
5. The Corporation shall provide for the support of the College in perpetuity.

This agreement shall be effective from the date of its execution, and shall continue in force until terminated by either party upon notice in writing, given six months in advance of the date of termination.
by it to other persons or corporations, and donations of money and property, all of which donations were free from any trust, express or implied, created by any of the donors thereof, and without any requirement by any of said donors as to the purpose or purposes for which the same should be held, owned, used or expended by the College, or any specification by any of said donors regarding such purpose or purposes; and,

WHEREAS, the College is now the absolute owner of hereinafter all of said property, real and personal, described therein, and said property is the only property, real or personal, now owned by the College, except certain trust funds hereinafter referred to; and,

WHEREAS, the College is at the present time wholly dependent for its income upon tuition fees and other fees received from students, and moneys it may receive from other persons for services rendered and upon the income from the trust funds referred to in Paragraph Six, infra, of this agreement, and the average annual net income of the College from all said sources, remaining after payment of necessary charges and expenses, has during the last five years not exceeded Four Thousand Dollars ($4,000) and during the year preceding the date hereof has not exceeded that amount; and,

WHEREAS, the net income of the College is wholly insufficient to enable it to make such changes and additions to its present medical school and laboratory, and the equipment thereof, as are necessary to meet the advances in medical and surgical science and to keep the same up to modern methods and afford the public the most efficient service, and, in fact, is wholly insufficient to enable the College to make proper provision out of its income against depreciation in its present property; and,
The College is now the special center of educational and cultural life for the community. It seeks to foster an understanding of the arts and sciences, and to promote the development of those skills and abilities that are necessary for effective participation in the community. The College is committed to providing a high-quality education that prepares students for success in their chosen fields.

In order to achieve these goals, the College has established a number of programs and initiatives. These include:

- A diverse range of academic programs that offer students the opportunity to pursue their interests and passions.
- A strong emphasis on interdisciplinary learning and collaboration.
- Opportunities for students to engage in research and creative work.
- A commitment to community service and involvement.
- A focus on developing critical thinking and problem-solving skills.

These initiatives are supported by a dedicated faculty and staff, as well as a strong network of alumni and friends. The College is committed to ensuring that all students have the opportunity to succeed, regardless of their background or circumstances.

In summary, the College is dedicated to providing a high-quality education that prepares students for success in their chosen fields. It is committed to fostering an understanding of the arts and sciences, and promoting the development of the skills and abilities that are necessary for effective participation in the community.
Received from the Business Manager's Office the original contract between The University of Chicago, The Rockefeller Foundation, and The General Education Board, dated December 17, 1917.

December 1, 1923.