

Minutes of the Regular Quarterly Meeting of the Board of Trustees of the University of Kentucky for Tuesday, October 2, 1923.

The Board of Trustees of the University of Kentucky met in regular quarterly session in the President's office at the University, at 11:30 a. m., on Tuesday, October 3, 1923. The following members were present: R. C. Stoll, R. G. Gordon, J. I. Lyle, J. W. Turner, George Colvin, Rainey T. Wells, Frank McKee, H. M. Froman and W. H. Grady. Frank L. McVey, President of the University, and Wellington Patrick, Secretary of the Board, were also present.

The minutes of the Executive Committee for September 26 were read and approved. The minutes of the Board of Trustees for the June meeting were approved as published.

1. Alumni Election. The ballots for nomination of Alumni members to the Board of Trustees were opened in the presence of the Board and in the presence of Professor W. E. Freeman and J. Frank Battaile, representing the Alumni Association. The ballots were counted, with the following result: There were 124 ballots cast, and 135 persons nominated. Those receiving the highest number were as follows:

	Votes
W. C. Wilson, Lexington, Kentucky .....	15
V. Y. Moore, Madisonville, Kentucky .....	13
Herbert Graham, Lexington, Kentucky .....	12
Prestley T. Atkins, Pineville, Kentucky ....	10
J. Frank Battaile, Lexington, Kentucky .....	9
Louis E. Hillenmeyer, Lexington, Kentucky ..	9
W. H. Townsend, Lexington, Kentucky .....	8
R. M. Holland, Owensboro, Kentucky .....	8
William Collins, Paris, Kentucky .....	7
A. E. Ewan, Greenville, Kentucky .....	7
Rodman Wiley, Elizabethtown, Kentucky .....	7
J. O. Reynolds, Lexington, Kentucky .....	7
T. R. Bryant, Lexington, Kentucky .....	7

Mr. Prestley T. Atkins, not being a graduate of the University, and being ineligible under the law, was dropped from the list of nominees. Lots were cast between Mr. W. H. Townsend and R. M. Holland, resulting in the selection of Mr. Holland. The following persons were therefore declared nominated by the Board:

W. C. Wilson, Lexington, Kentucky  
 V. Y. Moore, Madisonville, Kentucky  
 Herbert Graham, Lexington, Kentucky  
 J. Frank Battaile, Lexington, Kentucky  
 L. E. Hillenmeyer, Lexington, Kentucky  
 R. M. Holland, Owensboro, Kentucky

The Secretary of the Board was thereupon directed to prepare biographical sketches, and election ballots, as provided by the regulations of the Board.

2. Committee of Audit of Accounts for Experiment Station and Extension Division. A motion was made, seconded, and carried, providing for a committee to make an annual audit of the accounts of the Experiment Station and Extension Division as required by government regulations. The chairman appointed Mr. McKee and Mr. Froman.

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

September 26, 1923

Dr. Frank L. McVey  
 University of Kentucky  
 Lexington, Kentucky

Dear Doctor McVey:

I am submitting financial statement for August, 1923.

We have collected from students the following:  
 Fees, \$24,953.50; laboratory charges, \$729.81; military charges, \$30.54; student activities, \$8,320.00; University High, \$1,631.25.

The Treasurer has in his hands the following state warrants, holding them subject to sale as needed:

General Fund .....	\$ 6,245.00
Experiment Station Fund .....	11,666.12
Extension Division Fund .....	25,452.03

In addition to these we are expecting, from the State Auditor's office, warrants as follows:

General Fund .....	\$ 3,137.50
Experiment Station Fund .....	10,103.93
Extension Division Fund .....	12,791.11

The warrants on hand and to be received this month amount to \$69,395.69.

Very truly

D. H. Peak  
Business Agent

4. Report of the President. President McVey then made the following brief report to the Board:

"Gentlemen of the Board of Trustees: I shall speak to you briefly regarding a few points on the University and its work.

"(a) Attendance. The enrollment at the present time is 1,825. Of this number 720 are new students. The enrollment for the Summer Session last summer was as follows:

Enrollment in the first session .....	743
Special students in the Summer Session ....	55
Enrollment in the second session .....	<u>234</u>
Total enrollment .....	1,032

The indications are that the enrollment for the year in college students in attendance during the regular session will be approximately two thousand. This points to a total enrollment for the year, including Summer Session students and others, of about 4,000. In 1908 there was an enrollment of 477 college students. This is an increase since 1908 of about three hundred per cent. During the same time our building space has increased something like ten per cent. During the war funds were received from the Government to build an engineering shop. In 1920, we received funds from the State for the building of a men's dormitory. What were formerly known as the old and new dormitories were converted into recitation buildings; and this constitutes all the increase in space that the University has had since 1908.

"(b) Buildings Needed. The Efficiency Commission, created by the last Legislature, is making a study of the government of the State. In connection with the work of University they will probably emphasize the need of a recitation building and the need of additional library space. There is also need of an addition to the Engineering group to take care of the gift made by Mr. Wendt of Buffalo sometime ago; and an Agricultural Building, as the present building is inadequate for the Department of Home Economics and the increased growth of the College.

We need very badly a dormitory for women, and we ought also to have a commons building. The cafeteria has about reached the point where it is unable to render satisfactory service in its present crowded quarters.

"(c) College of Education. The College of Education has been organized and the work started. An administrative head has been chosen and a course of study outlined. Undoubtedly we shall need to make changes from time to time, but the work of the College has begun.

"(d) Robinson Mountain Fund. The Robinson Mountain Fund has been under discussion since last spring, and the matter should be brought to a close. It is to be taken up during this meeting and it is hoped that some conclusion can be reached.

"(e) Repairs and Construction. The electric wiring on the campus has been placed underground at a cost of about \$10,000. The old poles are still to be removed by the Lexington Utilities Company. The roadways in some places have been widened in order to take care of the increased automobile traffic. The automobile traffic has become so heavy that we ought probably to take some steps for its regulation. The noise of automobiles becomes a considerable factor, since it disturbs classes in many of the buildings.

"(f) Basket Ball Building. The contract has been let for the foundation of the Basket Ball Building at a cost of \$20,000. The total cost of the building is to be about \$54,000. It will be a more satisfactory building than I had anticipated.

"(g) The Memorial Building. The Memorial Building Fund situation continues about as before. We have collected about \$80,000. The citizens of Lexington pledged an additional \$100,000, but a number of them have declined to make payments, stating that they made the pledges with the understanding that only their moral support was wanted and that they were not guaranteeing judicial action. There have been several suggestions for a Memorial Building. It has been suggested that we use the money to build a chapel, to extend the Library, or to expand the size of the present chapel. It is now five years since the work of the Memorial Building started, and the matter ought to come to a close as soon as possible. I am puzzled to know just what to suggest regarding the money, since it is difficult to build a building of any size with that amount. We need an

additional library reading room, and we might get from the Carnegie Corporation some additional money to expand the present library facilities. I think it will be worth while to take the matter up and see what we can do.

"(h) Legislative Budget. The legislative budget will be presented. It will ask for some increase in money, an increase in capital outlay, and some in funds for the Experiment Station. No increase in funds for the Extension Division will be asked for. Some additional funds are needed in the Experiment Station to meet requests for experimentation in Burley tobacco, and some additional funds for Public Service Laboratories as well as for the egg laying contest which the Experiment Station has been asked to conduct.

"(i) Indebtedness. The McLaughlin notes have been paid and the Peabody note has been reduced from \$40,000 to \$20,000. The indebtedness on Smith Hall amounted to \$9,000 and the McLaughlin note amounted to \$4,500.

"(j) Payment of Interest on Daily Balances. Mr. Peak talked with Mr. W. A. McDowell, Treasurer of the University, and the Phoenix and Third National Bank and Trust Company has agreed to pay 2% interest on all daily balances."

5. The Library. The motion was made, seconded, and carried, asking President McVey to take up with the Carnegie Corporation the question of funds for the increase in reading room space in the Library.

6. The Robinson Mountain Fund. The Board then took up the question of the Robinson Mountain Fund. A subcommittee of the Executive Committee, consisting of President McVey, Judge Stoll, and Mr. Gordon, made a report, and stated that at a recent meeting of the subcommittee with the Trustees an approximate agreement had been reached.

A proposed agreement was submitted, discussed at length, and on motion duly seconded and adopted, it was ordered that the following agreement represents substantially what the Board of Trustees is willing to enter into. (Mr. Colvin and Mr. Wells voted nay.)

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

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

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

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

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

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

Mowbray and Robinson Company, recorded as above stated.

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

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

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

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

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

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

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

dated 24th of September, 1919, between M. S. Kammerer, executor, etc., and The Mowbray and Robinson Company, recorded in deed book 38, page 585, Knott County, Kentucky, Clerk's office. A map showing the said boundary of land is also hereto attached.

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

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

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

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



13th. Also the farm near Quicksand, Kentucky conveyed by deed of Miles Back, dated July 20, 1917, recorded in deed book 41, page 290, Breathitt County, Kentucky, containing 150 acres more or less and described as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Breathitt County Court Clerk's office.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

page 436, Breathitt County Court Clerk's office.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

THE E. O. ROBINSON MOUNTAIN FUND, Incorporated

By \_\_\_\_\_ President

State of \_\_\_\_\_ ( )  
County \_\_\_\_\_ ( ) sct.

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

GIVEN under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 1923. My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 19.

\_\_\_\_\_  
Notary Public  
County, Ky.

7. Legislative Budget. The legislative budget of the University was presented and discussed and on motion by Mr. Colvin, seconded by Mr. Wells, the budget was approved. (The budget is the same as was approved by the Executive Committee on its meeting on September 26.)

8. Appointments. President McVey recommended the temporary appointment of Mrs. Frances Minor at \$20 a week to take care of the work of Doctor Holmes during his illness.

Appointment of W. H. Hickerson, instructor in English, at a salary of \$1,000 a year.

Respectfully submitted  
Wellington Patrick  
Secretary of the Board