

Centre College Board of Trustees Minutes - 1901

Agreement for Consolidation of Centre College and Central University
under the name of
Central University of Kentucky

This agreement, made the 16th day of July, 1901, by and between the Trustees of the Centre College of Kentucky, located at Danville, Kentucky (hereinafter called Centre College), party of the first part, and the Central University of Kentucky, located at Richmond, Kentucky (hereinafter called Central University), party of the second part, witnesses as follows:

Each of the parties hereto is a corporation, created, organized, and existing under and by virtue of the laws of the State of Kentucky, as follows:

Centre College by virtue of an act of the Legislature of Kentucky, entitled *An Act to Incorporate the Trustees of Centre College of Kentucky, at Danville*, approved January 21, 1819, and certain acts amendatory thereof, as follows: *An Act to Amend an Act Incorporating the Centre College at Danville*, approved January 27, 1824; *An Act for the Benefit of Centre College*, approved December 27, 1824; and *An Act to Amend the Charter of Centre College* approved February 1, 1839, and any other amendatory acts.

The Central University by virtue of an act of said Legislature entitled *An Act to Incorporate the Central University*, approved March 3, 1873, and certain acts amendatory thereof, as follows: *An Act to Amend an Act entitled An Act to Incorporate Central University*, approved April 17, 1884; and *An Act to Amend an Act entitled An Act to Incorporate Central University*, approved April 7, 1886.

Each of said parties owns funds and property, real, personal, and mixed, part of said property and funds being held for general purposes of said institutions, respectively, and other parts thereof being held for specific or defined purposes. Each of said institutions was organized and has been continuously conducted for the same general purpose, namely the education of the youth of the country, and Centre College has been, and is, conducted under the direction of the Synod of Kentucky which is in connection with the Presbyterian Church in the United States of America, and Central University has been and is conducted under the direction of the Synod of Kentucky which is in connection with the Presbyterian Church of the United States. It is believed that the best interests of both institutions, and of the churches which control and sustain them, will be conserved and promoted by the consolidation of said institutions on the terms and conditions herein set forth. Now in consideration of these premises, and of the mutual understanding of the parties hereto, it is agreed between them as follows:

Section I.

Centre College and Central University shall be, and are hereby, consolidated into a single corporation to be known as Central University of Kentucky, and the said corporation under the name and style aforesaid shall be, and is hereby, located at Danville, Kentucky, and this shall be its principal office or place of business. The name Central University of Kentucky, hereinafter used, refers to said consolidated institution.

Section II.

Said Central University of Kentucky shall be vested with and own all property, business, credits, assets, and effects of said constituent corporations, without further deed or transfer, and shall be bound for all the contracts and liabilities of each of the constituent corporations. Said first and second parties, for the consideration herein stated, have bargained and sold, and each of them does hereby assign, transfer, grant, and convey to said Central University of Kentucky all property, real, personal, and mixed, situated in the State of Kentucky or elsewhere, including closes in action, and all interest in such property and all business credits,

assets and effects of said parties respectively. This transfer and conveyance are made subject to the trusts herein declared respecting particular property.

Section III.

The object and purpose of said Central University of Kentucky shall be the establishment of an institution of learning of the highest order on the university plan. In pursuance of said plan, it shall continue the college at Danville for instruction in literature and in the arts and sciences, the same to be known as the Centre College of Kentucky. It shall likewise continue in operation, so long as may be deemed expedient, the schools or departments of medicine and dentistry herein mentioned and already established by Central University at Louisville, Kentucky, and the Department of Law established by Centre College at Danville, and shall have power, whenever deemed advisable, to establish schools or colleges in any other special departments of learning, and to discontinue any such special schools, colleges, or departments.

It may acquire by gift, purchase or otherwise, and hold and use for general or special purposes real and personal estate; and sell, convey, lease, pledge or mortgage its real or personal estate, and generally it may exercise all corporate powers conferred by general law upon incorporated bodies.

Section IV.

The conduct of Central University as a college at Richmond, Kentucky, shall cease. The Board of Trustees of Central University of Kentucky shall have power and authority to transfer to such person or persons, or to such separate corporations as may seem to them discreet, all or so much of the property of Central University at Richmond, and upon such terms and conditions as shall seem to the said Board of Trustees discreet.

Section V.

Central University has established at Louisville, Kentucky, a school of medicine, known as the Hospital College of Medicine, and a school of dentistry, known as the Louisville College of Dentistry, and the property owned by it and the benefit and obligations of all contracts relating to these schools respectively shall likewise pass to and rest in and be assumed by the Central University of Kentucky.

Section VI.

Central University owns and controls three collegiate schools or institutions: the S. P. Lees Collegiate Institute, at Jackson, in Breathitt County; the Hardin Collegiate Institute, at Elizabethtown, in Hardin County; and the Middlesborough University School, at Middlesborough, in Bell County.

The ownership and control of these several institutions shall pass to and be vested in said Central University of Kentucky in the same manner and to the same extent as they are now vested in said Central University. All the real property now used in the conduct and maintenance of said schools respectively and all unexpended funds in the hands of Central University which have been heretofore given or subscribed for that purpose shall be used for the support and maintenance of said schools respectively so long as the same shall remain under the control of said Central University of Kentucky; but no property or funds of the Central University of Kentucky, other than such as are above specified, shall be used in the support or maintenance of said schools or either of them, nor shall any debt be incurred or assumed by the Central University of Kentucky in behalf of either of said schools.

The property and funds now used for the conduct, support, and maintenance of said schools respectively shall be responsible for, and if necessary shall be applied to payment of any debts or liabilities heretofore assumed or now existing against the said Central University by reason of the conduct or maintenance of such institutions respectively. The Central University of Kentucky may in its discretion apply any property or funds now in use for the conduct, support, or maintenance of said Middlesborough school to the payment of any existing debts or

liabilities heretofore created by Central University in connection with the conduct or maintenance of the other schools hereinabove mentioned.

It shall be the policy of the Central university of Kentucky, as soon as practicable, to organize the above named collegiate schools or institutions into separate and independent corporate bodies, the same to be placed under the charge and direction of the Synod of Kentucky in connection with the General Assembly of the Presbyterian Church in the United States, and to the corporate bodies so created shall be committed the management and control of said schools respectively.

The property and funds dedicated as above mentioned to the maintenance of said schools respectively shall, in such event, be conveyed to the corporations to be so created for their control respectively, but only after Central University of Kentucky shall have been released from any obligation incurred by Central University on account of such schools.

The said Synod of Kentucky shall have the right to prescribe the terms of corporate organization of said schools.

The Central University of Kentucky shall give its moral support to these and other like schools in connection with the two Synods of Kentucky, and shall encourage their foundation and maintenance, but shall not incur nor assume any financial obligation or liability for the endowment, support, or maintenance of any of the schools named herein or others of similar character.

Section VII.

All property and funds which have been donated or contributed to either of said constituent corporations for the support and maintenance of special chairs or schools, or for any specific purpose, shall be held by said Central University of Kentucky, and dedicated to and used for such specific purpose, in accordance with the terms of the gift or contract under which the same shall have been received.

Section VIII.

The management and control of said Central University of Kentucky shall be vested in a board to be known as the Board of Trustees of the Central University of Kentucky. This Board shall consist of an even number of persons: one half to be elected by said Synod of Kentucky in connection with the Presbyterian Church in the United States of America, and the other half to be elected by the Synod of Kentucky in connection with the Presbyterian Church in the United States. Until changed by agreement between said two Synods, the Board shall consist of twenty-four members. Each Synod shall regulate the mode of election, as to the members to be elected by it.

The members of the first Board of Trustees, to be constituted by election by said Synod, shall hold office for the following terms, viz. one fourth of said members shall hold office for one year; one fourth for two years; one fourth for three years; and one fourth for four years; and thereafter the term of office of the members shall be four years.

If any trustee shall fail to qualify at or before the next regular annual meeting of the Board after his election, or shall resign or otherwise cease to be a trustee, the other members of the Board appointed by the Synod which elected the member whose office became vacant shall fill such vacancy, and the appointee shall serve out the term of office of his predecessor, unless the Synod which originally elected such trustee shall, by election at its next meeting thereafter, substitute another person, in which event that person shall serve out such unexpired term in lieu of the appointee aforesaid. Elections of members shall be so made that each Synod shall at all times have an equal number of representatives in the Board. Trustees shall hold office respectively until their successors shall have been duly elected and have qualified.

Section IX.

Until the Synods shall have elected trustees as above provided, the Board of Trustees of the Central University of Kentucky shall be selected, one half by the present trustees of Centre College and one half by the present curators of Central University, in each case, preferable from their own members, to hold office until the Board shall be regularly constituted by the Synods.

Section X.

The Board of Trustees shall have power to elect or appoint and remove or provide for the appointment and removal of such officers, professors, and employees generally as in their judgment shall make the works of the University most effective. The Board shall have the right to adopt a constitution and bylaws for the government and control of the principal institutions, and for the preparatory and collegiate schools under its charge, and from time to time to alter the same; but the Board of Trustees shall have no power to adopt any rule or regulation in conflict with this agreement or with any joint resolution of the two Synods of Kentucky hereinabove mentioned. A majority of the Board shall constitute a quorum. The Board may appoint an executive committee and vest in such committee such power as the Board may deem fit.

Section XI.

This corporation shall be perpetual.

Section XII.

This agreement shall not be altered except with the concurrence of both Synods. With such consent the charter of incorporation hereby created may be altered or amended in the manner provided by law for the amendment of articles of association of incorporated companies; provided, that any proposed amendment shall be authorized by a vote in its favor of a majority of the entire Board of Trustees.

Section XIII.

The Central University of Kentucky shall have power to confer any collegiate, professional, university, and honorary degrees.

Section XIV.

Each trustee of the Board hereby constituted, before entering upon the duties of this office, shall qualify by taking oath faithfully to perform the duties thereof.

Section XV.

The corporation hereby created may incur such liabilities as, in the conduct of its affairs, the Board of Trustees shall deem to be advisable, not exceeding \$100,000 at one time. The corporation has no capital stock, and neither its directors nor any members shall be liable for payment of corporate debts.

Section XVI.

This agreement shall become effectual and operative when, and not until, it shall have been approved and authorized by each of the two constituent corporations named as parties hereto, and by the said two Synods of Kentucky hereinabove mentioned.

In witness whereof, each of the said first and second parties has caused its corporate name to be signed and its corporate seal to be attached to this agreement by its proper executive officers and signed by a majority of its directors, trustees, and curators, the day and year first above mentioned-the trustees of the first party and the curators of the second party being the directors thereof.

The Trustees of the Centre College of Kentucky. By J. McClusky Blayney, Chairman. Attest: John A. Cheek, Secretary

The Central University of Kentucky. By Lindsay H. Blanton, Chancellor. Attest: E. M. Green, Secretary

Trustees of the Centre
College of Kentucky

Curators of Central
University of Kentucky

Edward L. Warren
William C. Condit
Richard P. Ernst
J. Kinsey Smith
Edward W. C. Humphrey
C. B. H. Martin
William C. Roberts
Peyton H. Hoge
John Barbour
George W. Welsh
J. McClusky Blayney

Francis R. Beattie
E. M. Green
Lindsay H. Blanton
Harvey Glass
Gelon H. Rout
James R. Barret
Charles T. Thomson
Bennett H. Young

State of Kentucky, County of Jefferson,

I, Scott Bullitt, a notary public in and for the County of Jefferson, State of Kentucky, do hereby certify that on the 16th day of July, A.D. 1901, in the State and County aforesaid, the foregoing Agreement of Consolidation bearing date of July 16, 1901, between the trustees of the Centre College of Kentucky, party of the first part, and Central University of Kentucky, party of the second part, was produced to me in said county by the parties thereto, and was signed, sealed and acknowledged in manner and form as follows, to-wit:

Said agreement was subscribed in the name and on behalf of said first party and its corporate seal attached by J. McClusky Blayney, its chairman, and the said J. McClusky Blayney did thereupon acknowledge that the same was the act and deed of said first party and his act and deed as chairman thereof, and said agreement was attested and subscribed by John A. Cheek, secretary of said first party, and the same was acknowledged by him to be the act and deed of said first party and his act and deed as secretary thereof. Said agreement was subscribed in the name and on behalf of said second party, and its corporate seal attached by Lindsay H. Blanton, its chancellor, and the said Lindsay H. Blanton did thereupon acknowledge that the same was the act and deed of said second party and his act and deed as chancellor thereof, and said agreement was attested and subscribed by E. M. Green, secretary of said second party, and the same was acknowledged by him to be the act and deed of said second party and his act and deed as secretary thereof.

And that Edward L. Warren, William C. Condit, Robert P. Jacobs, Richard P. Ernst, J. Kinsey Smith, Edward W. Humphrey, C. B. H. Martin, William C. Roberts, Peyton L. Hoge, John Barbour, George W. Welsh, and J. McClusky Blayney, being severally the trustees of the first party above mentioned, did each of them subscribe said agreement, and each of them acknowledged the same to be his act and deed as trustee of said institution, the said subscribers being a majority of the trustees of said first party.

And that Francis R. Beattie, David M. Sweets, E. M. Green, Lindsay H. Blanton, Harvey Glass, Gelon H. Rout, James R. Barret, Charles T. Thomas, and Bennet H. Young, being severally the curators of the second party above mentioned, did each of them subscribe said agreement, and each of them acknowledged the same to be his act

and deed as curator of said institution, and said subscribers being a majority of the curators of the said second party.

Witness my hand and seal, this 16th day of July, 1901.

My commission expires at the end of the next session of the Kentucky Senate.
Scott Bullitt, Notary Public, Jefferson County, Ky.
State of Kentucky, Boyle County

I, John B. Nichols, Clerk of the Boyle County Court, do certify that the foregoing agreement for consolidation of the Centre College and Central University under the name of Central University of Kentucky was on this day filed for record, which, together with the foregoing and this certificate, has been duly recorded in my office, and the same is now certified to the office of Secretary of State for record.

Given under my hand this 14th day of August, 1901. John B. Nichols, Clerk

(Recorded in Deed Book No. 28, Page No. 491-9, Boyle County Clerk's Office.)
The Commonwealth of Kentucky, Office of Secretary of State.

The trustees of the Centre College of Kentucky, located at Danville, Kentucky, party of the first part, and the Central University of Kentucky, located at Richmond, Kentucky, party of the second part, having heretofore, to wit, on the 16th day of July, 1901, entered into an agreement to consolidate said two corporations, and to form of said two constituent corporations one corporation under the name of the Central University of Kentucky, which agreement of consolidation appears from the certificates thereto attached to have been duly executed and acknowledged and recorded in the Clerk's Office of the Boyle County Court, and a duly certified copy of said agreement and contract of consolidation having been this day filed in this office for record, the said two corporations are hereby declared to have become consolidated, and said Central University of Kentucky, successor to said two constituent corporations above named, is now authorized to commence business, and to exercise such powers as are necessary to the conduct thereof, subject to the restrictions imposed by law, the requirements of the statutes having been complied with.

Given under my hand as Secretary of State, this 15th day of August, 1901. C. B. Hill, Secretary of State

Resolutions, of Boards, Synods, etc. approving Consolidation of Colleges

Trustees of the Centre College of Kentucky. (Extract from minutes, April 5, 1901)

Whereas there has been presented to this Board a draft of an agreement proposed to be entered into between the trustees of the Centre College of Kentucky and the Central University of Kentucky, having as its purpose the consolidation of these two institutions upon the terms and conditions therein set out, which proposed agreement is in words and figures as follows

1. That subject to the condition hereinafter named, this Board approves said agreement and does hereby authorize and direct that the same shall be signed, sealed, delivered, and executed by the executive officers of this corporation in its present form or in such amended form accomplishing the same general result as may be advised by counsel.
2. Said agreement shall not be delivered or executed unless and until an agreement for the consolidation of the Presbyterian Theological Seminary, at Danville, in the State of Kentucky, and the Louisville Presbyterian Theological Seminary shall likewise be made and be ready for delivery and delivered simultaneously with the delivery of the consolidation agreement hereinabove authorized.

Curators of Central University of Kentucky. (Extract from minutes, April 5, 1901)

Whereas there has been presented to this Board a draft of an agreement proposed to be entered into between the trustees of the Centre College of Kentucky, at Danville, Kentucky, and the Central University of Kentucky, at Richmond, Kentucky, having as its purpose the consolidation of these two institutions under the name of the Central University of Kentucky, upon the terms and conditions therein set out. Now be it resolved:

1. That subject to the conditions hereinafter named, this Board approves said agreement and does hereby authorize and direct that the same shall be signed, sealed, delivered, and executed by the executive officers of this corporation in its present form or in such amended form as may be advised by counsel.
2. Said agreement shall not be delivered unless and until an agreement for the consolidation of the Presbyterian Theological Seminary, at Danville, Kentucky, the Louisville Presbyterian Theological Seminary, at Louisville, Kentucky, and the theological fund of the Synod of Kentucky shall likewise be made and be ready for delivery and delivered simultaneously with the delivery of the consolidation agreement hereinbefore authorized.

Alumni Association of Central University of Kentucky. (Extract from Minutes, June 18-19, 1901)

Whereas there has been presented to this association a draft of an agreement proposed to be entered into between the trustees of the Centre College of Kentucky at Danville, Kentucky, and the Central University of Kentucky at Richmond, Kentucky, having as its purpose the consolidation of these two institutions under the name of Central University of Kentucky, upon the terms and conditions set out, which proposed agreement is in words and figures as follows, now be it resolved that this association approves said agreement, and does hereby authorize and direct that the same shall be signed, sealed, delivered, and executed by the executive officers of this corporation in its present form or in such amended form as may be advised by counsel.

Synod of Kentucky in connection with the General Assembly of the Presbyterian Church in the United States of America. (Extract from Minutes April 23, 1901)

Whereas there has been presented to this Synod a draft of an agreement proposed to be entered into between the trustees of the Centre College of Kentucky, at Danville, Kentucky, and the Central University of Kentucky, at Richmond, Kentucky, having as its purpose the consolidation of these two institutions under the name of the Central University of Kentucky, upon the terms and conditions therein set out; and, whereas the same has been duly approved by the Board of Trustees of the first corporation and the Board of Curators of said second corporation; and which approved agreement is in words and figures as follows, now be it resolved:

1. That subject to the condition hereinafter named, this Synod approves said agreement and does hereby authorize and direct that the same shall be signed, sealed, delivered and executed by the executive officers of the said first named corporation in its present form, or in such amended form as may be advised by counsel.
2. Said agreement shall not be delivered unless, and until an agreement for the consolidation of the Presbyterian Theological Seminary at Danville, Kentucky, the Louisville Presbyterian Theological Seminary at Louisville, Kentucky, and the theological fund of the Synod of Kentucky shall likewise be made and be ready for delivery and delivered simultaneously with the delivery of the consolidation agreement hereinbefore authorized.

Synod of Kentucky in connection with the General Assembly of the Presbyterian Church in the United States. (Extract from Minutes, April 23, 1901)

Whereas there has been presented to this Synod a draft of an agreement proposed to be entered into between the trustees of the Centre College of Kentucky, at Danville, Kentucky, and the Central University of Kentucky, at

Richmond, Kentucky, having as its purpose the consolidation of these two institutions under the name of the Central University of Kentucky, upon the terms and conditions therein set out; and, whereas, the same has been duly approved by the Board of Trustees of the first corporation and the Board of Curators of said second corporation, and which proposed agreement is in words and figures as follows. Now be it resolved:

1. That subject to the condition hereinafter named, this Synod approves said agreement and does hereby authorize and direct that the same shall be signed, sealed, delivered, and executed by the executive officers of the said first named corporation in its present form or in such amended form as may be advised by Counsel.
2. Said agreement shall not be delivered unless and until an agreement for the consolidation of the Presbyterian Theological Seminary, at Danville, Kentucky, the Louisville Presbyterian Theological Seminary, at Louisville, Kentucky, and the theological fund of the Synod of Kentucky, shall likewise be made and be ready for delivery and delivered simultaneously with the delivery of the consolidation agreement hereinbefore authorized.

Opinion of Counsel.

To the trustees of the Centre College of Kentucky and Central University Gentlemen:

As counsel for you we have, as requested, carefully prepared the agreement for the consolidation of Centre College and Central University, under the name of Central University of Kentucky--as the same was approved by the several boards of trustees, directors, and curators of your bodies respectively, and afterward approved by the two Presbyterian Synods of Kentucky (North and South), by the two Presbyterian General Assemblies, (North and South), and by the Alumni Association of the Central University--with the proposed draft of such an agreement for consolidation, as the same has been amended by your mutual agreement and is now ready for execution. After considering carefully the nature and effect of the proposed amendments, we make the following report to you:

Each of such amendments has been and is now approved and advised by us as counsel for you both.

Some of the amendments are required in order to conform the agreement for consolidation to the requirements of the statutes of Kentucky governing corporations. Other amendments are designed and have the effect to render more definite and certain the objects and purposes of the agreement as expressed in the original paper or to simplify future operations of the consolidated institutions. None of them contravene the spirit and purpose of the agreement. We advise the execution of the agreement as amended.

Yours very truly, Thomas W. Bullitt, Edward W. C. Humphrey, Alex P. Humphrey, William C. P. Breckinridge, R. P. Jacobs

Extract from last will of W. H. McBrayer, deceased

"10th. The conditional gift of \$30,000 to Central University at Richmond, Ky., I will shall be unconditional and shall be paid by my executors within three years after my death, with four percent interest thereon from date of said gift."

Lexington, Kentucky September 3, 1901

The agreement for consolidation of the trustees of the Centre College of Kentucky and the Central University under the name of Central University of Kentucky having been properly signed, acknowledged and recorded in the Clerk's office of Boyle County in deed book No. 28 at page 491 to 499 and the certificate of the Secretary of State of Kentucky dated August 15, 1901, that "Central University of Kentucky successor to the two constituent corporations is now authorized to commence business", having been produced the following persons named by the authority of the agreement of consolidation as Trustees: Rev. Gelon H. Rout, D.D.; Rev. T. A. Bracken, D.D.; Rev. David M. Sweets; Rev. Charles T. Thomson, D.D.; Rev. Francis R. Beattie, D.D.; Rev. Harvey Glass, D.D.; Rev. Lindsay

H. Blanton, D.D.; Charles C. Fox, and Lucas Brodhead, elected as such trustees by Curators of Central University, and Rev. William C. Roberts, D.D.; Rev. J. McClusky Blayney, D.D.; Rev. William C. Condit, D.D.; Rev. John Barbour, D.D.; and Robert P. Jacobs, LL.D., elected as such trustees by the trustees of the Centre College of Kentucky took the oath of office as required by the charter before W. F. Warren, a notary public within and for Fayette County, Ky.

After prayer for divine blessing and guidance the Board of Trustees was organized by the election of Rev. Gelon H. Rout, D.D., as the president of the Board and John A. Cheek as secretary and treasurer.

Rev. William Charles Roberts, D.D., L.L.D., was president of the University at a salary of \$3,000 and Rev. Lindsay H. Blanton, D.D., L.L.D., was elected vice president at the same salary, \$3,000.

The following were elected as the faculty of Centre College at Danville, Ky., at salaries and to the positions as stated below:

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| Rev. William Charles Roberts, D.D., L.L.D., President and Prof. of Ethics & Biblical studies | |
| John Cilly Fales, A.M., F. G. S., Prof. of Geology & Biology | \$1,600 |
| Rev. James Venable Logan, D.D., L.L.D., Prof. Logic & Psychology | \$1,600 |
| John W. Redd, A.M., Prof. Greek Language & Literature | \$1,600 |
| Samuel R. Cheek, A.M., Prof. Latin Language & Literature | \$1,600 |
| Charles. G. Crooks, Walters Prof. of Mathematics | \$1,600 |
| Clarence M. Gordon, Ph.D., Prof. Physics | \$1,600 |
| Chase Palmer, Ph.D., Prof. Chemistry | \$1,600 |
| Lucien Waggener, Jr., Instructor in Modern Languages | \$80 |
| Hardin Craig, Instructor in English | \$800 |

The salary of the secretary and treasurer of the Board of Trustees was fixed at \$650, and all above salaries were made payable quarterly on January 1, April 1, July 1, and October 1 of each year.

Committee on constitution and bylaws appointed at an informal meeting in Louisville made partial report and were continued until the next meeting of the Board.

The present terms of admission in Centre College, and charges for tuition and fees, were adopted until further action by the Board. The president of the University was authorized to open the Law School at Danville, Ky., using only the tuition from law students in payment of instruction and support of same. The free use of the law library, a room in the College building, fuel for same, and attention of the janitor was given the law school, if opened.

A petition from a number of his old pupils was received to retain Gov. J. Proctor Knott at the head of the Law School, which was referred to a committee consisting of Mr. Jacobs, Dr. Blayney, and Dr. Glass.

On motion, the rent of the dwelling at Richmond, Ky., occupied by Dr. L. G. Barbour was fixed at \$200 per annum.

On motion, the president of the Board was authorized to appoint an Executive Committee of five members of the Board. President appointed Dr. William C. Roberts, Robert P. Jacobs, George W. Welsh, Charles C. Fox and Dr. John G. Hunter.

On motion, the president was authorized to convey to Mrs. Ann E. Waters a small strip of ground near her residence in Richmond, Ky., as explained to the Board by Dr. Lindsay H. Blanton for the sum of \$200, which sum is to be used in paying the debt of Prof. Acres, deceased, on which Central University was security.

The secretary of the Board was authorized to procure a corporate seal.

The Treasurer reported that on the recommendation of members of this Board he had been paying Rev. J. W. Tyler to canvass for students, which action was on motion approved.

The action at the informal meeting of the Board in Louisville to inaugurate a movement to raise \$200,000 additional endowment was approved, and Dr. Blanton, Dr. Blayney, Dr. Roberts, and Dr. Hunter were appointed as a committee for this purpose.

President appointed Dr. Roberts, Dr. Blanton, and Dr. Beattie as a committee to visit the affiliated schools.

Dr. Blanton was granted a leave of absence for two weeks after the opening of the University.

On motion, the following action was taken concerning a proposed agreement between Central University of Kentucky and the Walters Collegiate Institute of Richmond, Ky.

Resolved that the agreement entered into between this corporation and the Walters Collegiate Institute of Richmond, Ky., which is as follows: This agreement entered into between Central University of Kentucky of the first part and the Walters Collegiate Institute of Richmond, Kentucky, of the second part, Witnesseth:

1. It has been agreed between the parties hereto that first party shall convey to second party the property hereinafter described, together with the right to hold in said buildings a collegiate Institute to be known as the Walters Collegiate Institute of Richmond, Kentucky, and to convey to it the property hereinafter described with the good will of Central University.
2. That the second party, The Walters Collegiate Institute of Richmond, Kentucky, is to be open in said buildings a first-class collegiate institute, to be known as the Walters Collegiate Institute of Richmond, Kentucky, and not only to establish, but to continue and maintain such collegiate institute.
3. In pursuance of said agreement the party of the first part does hereby execute this as an obligation to make such deeds of conveyance as may be necessary to carry out this agreement, to the said second party all the property situated in the city of Richmond, Kentucky, and known as the educational buildings and campus, excluding the five houses known as the four professors' houses and the chancellor's residence and excluding all the land included by the extension of the line running eastwardly from the southern end of the garden and parallel with College Street to the roadway running in front of the professors' houses; it being understood that the chancellor's house and the said four professors' houses and the grounds appurtenant thereto are to be excluded from that conveyance.
4. On September 1, 1902, Central University of Kentucky shall convey to the party of the second part three of said professors' houses, the three known as the Akers, the Barbour house, and the Logan house.
5. This agreement and the conveyance to be made as set out above are on the following terms and conditions.
 - a) That the second party shall open, establish, and maintain a first-class collegiate institute in Richmond, Ky.
 - b) That the present incorporators to wit: J. A. Sullivan, R. W. Miller, R. W. Shackelford, R. R. Burman R. E. Turley, W. B. Smith, S. N. Moberly, J. W. Bales, A. R. Burman, James B. McCreary, C. H. Breck, John B. Chenault, R. E. Douglass, J. Tevis Cobb, J. Stone Walker, Bennet H. Young, A. W. Smith, H. B. Hanger, John M. Lassing, Daniel Breck, and R. E. Roberts, shall constitute the trustees of said The Walters Collegiate Institute of Richmond, Kentucky, and shall have in their exclusive control all the property and the educational, financial, and other affairs of said collegiate institute, and any vacancy occurring by the death, resignation, or otherwise in said Board shall be filled by the nomination by the trustees remaining in office of three persons from which number of three the Southern Presbyterian Synod of Kentucky shall elect one person from the three nominated by the remaining trustees as aforesaid; but one of the three be nominated by said trustees out of which to fill a vacancy aforesaid shall be a member of the Presbyterian Church, and if at the time any vacancy of the Board of Trustees is to be filled as aforesaid, two-thirds of the whole board are members of the Presbyterian Church then none

- of the three nominated by the trustees and submitted to the Synod of Kentucky, out of which to supply the vacancy shall be members of said church; and provided further, a majority of said Board of Trustees shall at all times be citizens of Madison County, Kentucky.
- c) That in the deed or deeds of conveyance to be executed by the party of the first part to the party of the second part in pursuance of this agreement a lien should be reserved upon the property conveyed to protect the party of the first part against any liability or obligation adjudged to be due from it to any donors resident in Madison County at the time of their subscription or since, to the Endowment Fund, Location Fund or other funds of the Central University of Kentucky; it being understood that said real estate being now the property of said party of the first part, and subject to all or any of its legal obligations and debts, it is to be conveyed to the party of the second part subject to such debts, liabilities, and judgments as shall be adjudged to be due from it to the residents of Madison County who donated any sum to any of the funds of said The Central University.
 - d) When the Board of Trustees of Central University of Kentucky, and the Board of Trustees of the Walters Collegiate Institute of Richmond, Ky., sign and make binding this agreement then such deeds of conveyance and other instruments as may be necessary and proper to give legal effect to this instrument are to be entered into, signed and acknowledged by the parties hereto, be and is hereby ratified and approved with the understanding that in case the representatives of the late S. P. Walters of Madison County recover from this corporation anything on account of his subscription to the former corporation known as Central University of Kentucky, this University to pay a proportion of such recover to be determined by the proportion that the cost of what is known as the Chancellor's residence and the Wilson residence and the land annexed bear to the cost of the property this corporation has agreed to convey to said Walters Collegiate Institute of Richmond, Kentucky. The president of the Board is directed to sign, seal and acknowledge and deliver to said Walters Collegiate Institute a deed conveying the property agreed in said contract to be conveyed by this corporation with the conditions and liens as specified in said contract.

The committee to whom was referred the petition from old pupils of Gov. Knott asking that he be retained in the Law School submitted the following report which was adopted:

In response to the communications this day received by the Board from Alumni of the Law Department of Centre College urging the election of Gov. J. Proctor Knott to the chair of Professor of Law in the Law College of the Central University of Kentucky, the Board would express its appreciation of the interest of their alumni in the Law College of this University and recognize the eminent ability and fitness of Gov. Knott for the position of Professor of Law as demonstrated in the Law Department of Centre College, and would respectfully state that the policy of the Board of this University is and will be that each college of the University shall pay from its separate funds its own expenses, and that the only funds now held by the Board which yield income were subscribed for the academic college of the University, and cannot be diverted to any other purpose; and the University having no fund to provide a certain salary for a professor of law has been unable after conference with Gov. Knott through a committee to secure his services in the Law College of the University.

Board adjourned to meet on call of the president of the Board.

John A. Cheek, Secretary. Gelon W. Rout, President

Danville, Ky., October 23, 1901

Executive Committee of Central University of Ky. met at Farmers National Bank. Present: William C. Roberts, George W. Welsh and Charles C. Fox. On motion, Dr. William C. Roberts was elected chairman of the committee and John A. Cheek secretary.

A lot at Jackson, Ky., 25 x 27 feet situated in rear of Mr. Gott was sold to him for \$120 and deed for same was ordered signed by Rev. Gelon H. Rout, president of Board of Trustees.

A lot containing about one acre of ground situated at Jackson, Ky., was sold to Pollard or other purchasers for \$700 free of all expenses for deeds, surveys, etc. Above sales were made on recommendation of Dr. Lindsay H. Blanton and details were left to him to carry out.

An amended agreement with Prof. J. E. Austin of Elizabethtown was presented by Dr. Blanton and on motion approved. Dr. Gelon H. Rout as president was authorized to sign same.

Committee adjourned.

John A. Cheek, Secretary

Danville, Ky., November 18, 1901

Executive Committee met with William C. Roberts, George W. Welsh and Charles C. Fox present.

On recommendation of Dr. Lindsay H. Blanton, a lot in Middlesboro, Ky., was sold to Mr. J. H. Rhorer for \$400. A deed for same was approved, and Rev. Gelon H. Rout, president of Board of Trustees, authorized to sign same.

Committee adjourned.

John A. Cheek, Secretary

Danville, Ky., December 18, 1901

Executive Committee of Central University met at Farmers National Bank. Present: Dr. William C. Roberts, Robert P. Jacobs, Charles C. Fox, and George W. Welsh. The faculty having adopted the following paper about the degree of B.S. the same was unanimously adopted by this committee.

The faculty of Centre College unanimously recommend

That candidates for the degree of B.S. be allowed the option of three following courses.

1. The same as at present or
2. The same as at present with the following modifications:

Increased work in physics, mathematics and chemistry. Modern languages which are at present all elective will be required. In order to allow time for these additions two years of Latin, one half year of zoology, one year of English literature (no reduction in the English composition work), and one term each of logic and psychology as at present required to be omitted.

3. The same as at present with the following modifications:

Increased work biology, chemistry and physics. Modern languages to be required instead of elective as at present. Time to be gained for this additional work by omitting from the present requirements, two years of Latin and one term each of astronomy, logic and psychology.

That in the requirements for entrance those entering the Course 2 be allowed to substitute French, German, or advanced mathematics for the Latin requirements.

Explanatory:

Course 2 is designed to meet the needs of those going to enter manufacturing or engineering pursuits. It will include mechanical drawing. Students completing their course can enter the largest and best equipped technical colleges a year further on than under the present arrangement of work.

Course 3 is designed to better prepare those intending to study medicine or dentistry. They will be able to enter these schools with more advanced standing.

Committee adjourned.

John A. Cheek, Secretary