

APRIL 19, 1952

Lubbock, Texas
April 19, 1952

The Board of Directors of Texas Technological College met in regular session in the Office of the President, Lubbock, Texas, at 9:45 A.M., Saturday, April 19, 1952. The following Directors were present: Chairman Thompson, Weymouth, Pfluger, Benson, Price, Wooldridge, Ince and Abbott; President Wiggins, Vice President Jones, Secretary Gaston and Assistant Secretary Wells.

962. President Wiggins presented the agenda under date of March 29, 1952 and recommended its approval. Upon motion made by Mr. Benson, seconded by Mr. Weymouth, the Board approved the first twenty-two pages of the agenda. (Items 661 to 961, inclusive).

963. Upon motion made by Mr. Price, seconded by Mr. Abbott, the Board approved the 1952 Summer School Budget with a change in salary for Mr. Byron England, Visiting Professor in Education, First Term, Summer School, from \$750.00 to \$800.00 for six weeks. (Summer School Budget, page 5).

964. Upon motion made by Mr. Weymouth, seconded by Mr. Abbott, the Board approved the recommendation of the Agriculture Committee for improving the effectiveness of the irrigation system on a part of the College Farm by using concrete pipe for transporting water instead of the open irrigation ditch, at an estimated cost not to exceed \$6,600.00, and appropriated from the Unappropriated Balance, the sum of \$6,600.00 for this project. 610-D

965. Upon motion made by Mr. Weymouth, seconded by Mr. Price, the Board approved the drilling of two additional irrigation wells on the College Farm, at an estimated cost not to exceed \$10,000.00, and appropriated from the Unappropriated balance, the sum of \$10,000.00 for this project. 610-E

966. Upon motion made by Mr. Pfluger, seconded by Mr. Weymouth, the Board approved the purchase of a foundation Guernsey dairy herd at an estimated cost not to exceed \$15,000.00, provided there are available funds in the PanTech Farm Account for such purchase. President Wiggins, with the Agriculture Committee, was empowered to act for the Board on the above mentioned purchase. *Mr. Weymouth said could help out if Pan Tech runs short.*

967. Doctor R. J. Blakely of St. Louis, a representative of the Ford Foundation, appeared before the Board and explained the program of Adult Education. The Board accepted an initial grant of \$12,000.00 from the Ford Foundation and approved the three-year Adult Education Program for Texas Technological College, which includes a grant of \$8,000.00 the second year and a grant of \$4,000.00 for the third year.

968. Mr. Benson, representing the Special Committee on the extension of Jones Stadium, gave the Committee's report to the Board. The Committee made two recommendations:

1. "That the old stands be moved immediately from the present practice field to the south end of the football field at College expense.
2. "That the Board pass the Resolution authorizing the issuance of revenue bonds to finance the enlargement of Jones Stadium."

Upon motion made by Mr. Benson, seconded by Mr. Abbott, the Board approved the first Committee recommendation as stated above and appropriated from the Unappropriated balance of the Building Fund, \$15,000.00 for moving and reconditioning the old stands.

969. Upon motion made by Mr. Benson, seconded by Mr. Abbott, the Board passed a Resolution authorizing issuance of \$375,000.00 "TEXAS TECHNOLOGICAL COLLEGE ATHLETIC STADIUM REVENUE BONDS, SERIES 1952-A AND SERIES 1952-B." A copy of the Resolution is attached and made a part of these Minutes.

7/52, revised copy of minutes is attached.

✓ 970. Upon motion made by Mr. Weymouth, seconded by Mr. Benson, the Board approved a contract between The Southwestern Public Service Company and Texas Technological College for electrical services at PanTech Farms and authorized the Chairman to sign for the Board. (Attachment No. 2).

✓ 971. Upon motion made by Mr. Benson, seconded by Mr. Pfluger, the Board authorized the President to sign a contract between Texas Technological College, Lubbock, Texas, and the Third Air Force District, for a minimum amount of \$900.00 for a sixty class hour night course in Personnel Management for the United States Air Force Reserve (Inactive) Training Program. (A copy of the original contract is on file in the Office of the Comptroller. A brief summary of the contract is attached).

972. Upon motion made by Mr. Benson, seconded by Mr. Pfluger, the Board approved the following Budget for the Night Class in Personnel Management for Air Force Reservists.

AIR FORCE RESERVISTS NIGHT CLASS, MARCH 27,
1952 TO AUGUST 28, 1952

Professor	<u>1951-52</u>
F. L. Mize - - - - -	\$650.00
Maintenance - - - - -	<u>250.00</u>
Total - - - - -	<u>\$900.00</u>

973. Upon motion made by Mr. Ince, seconded by Mr. Price, the Board approved the following items:

- ✓ 1. An extra on the Utility System to the City of Lubbock in the amount of \$72.03 for furnishing and installing two 300 amp. current transformers. This amount is not to be used in determining the Architect's fees.

(In order that the 100 H. P. motor now installed in the East Engineering Building can be operated, it has been necessary to replace two 75 amp. current transformers in the transformer room and incur the additional expenditure).

- ✓ 2. An extra on the East Engineering Building to the Empire Electric Company in the amount of \$70.00 for running No. 6 conductors to the transformer vault and connecting a 100 H. P. motor direct to the circuit. This amount will not be used in determining the Architect's fees.

(In order that the 100 H. P. motor now installed in the East Engineering Building can be operated, it has been necessary to replace two 75 amp. current transformers in the transformer room and incur the additional expenditure).

- ✓ 3. The following change in specifications on the contract of Ray Plumbing Company of Lubbock for moving and installation of present equipment from the West Engineering Building to the East Engineering Building (No. 1359, 8-11-51):

"Omit vacuum pump and tank, as specified. Install a 3500 CFM Arctic Circle Evaporative Cooler in the basement where directed.

"NO CHANGE IN PRICE."

- ✓ 4. Extras and a credit to the contract with W. B. Abbott, Jr. on the West Engineering Building:

(1) A credit in the amount of \$1,250.00 on the finish hardware. (The original amount set up in the specifications was \$2,500.00, but only \$1,250.00 was required). - - - - - \$1,250.00

(2) An extra for plastering the wall between Offices No. 152 and 154 and bathroom in the basement - - - - - \$ 135.00

(3) An extra for roughing in the soil and water line and vent for drinking fountain, first floor of the southwest wing - - - - - \$ 300.00

- ✓ 5. Accepted a credit in the amount of \$96.20 on the contract with R. F. Ball Construction Company on the Music Building for the following:

The specifications provide for an allowance covering ornamental lighting fixtures in the amount of - - - - - \$750.00

The fixtures as selected were - - - - - 688.80

Credit - - - - - \$ 61.20

Substituting outside lanterns of galvanized steel in place of copper - Credit - - - - - 35.00

Total Credit - - - - - \$ 96.20

- ✓ 6. Accept a credit in the amount of \$99.00 on the contract with R. F. Ball Construction Company on the Music Building for the following:

Omit cement base in Uniform Room No. 3; Instrument Room No. 4; Storage Room No. 10; and Robe Room No. 11.

- ✓ 7. Approved an addition of \$108.45 to the contract of R. F. Ball Construction Company, Inc., on the Home Economics Building. The change provided submasterkeying for door locks of the different departments and furnishes two keys for each set of locks. Masterkey as specified in the original specifications shall operate all locks.

Omit 40 cabinet locks not now installed. (Change Order No. 5-February 4, 1952).

- ✓ 8. Approved an extra on the Home Economics Building in the amount of \$270.00 to Empire Electric Company, Fort Worth, Texas, for labor and materials used to connect up refrigeration units in this building. Payment is to be made from Building Funds of 1949, and the amount is not to be used in determining the Architect's fees.

- ✓ 9. Approved the following changes in the specifications of the contract with the Empire Electric Company on the Utility System at no additional cost to the College:

Extend the electrical service by 65 feet to the Student Union Building which involves furnishing two-line, concrete incased duct lines, 500 volts, lead covered conductors, etc.

Allow the contractor to leave the old cable in the steam tunnel. Empire Electric Company has estimated that the new service to the Student Union Building will cost \$344.77, and they are willing to give us a credit of only \$300.00 to leave the old cable in the tunnel. However, they are willing to trade with us on an even basis, and our people can remove the old cable as it is needed.

- ✓ 974. Upon motion made by Mr. Weymouth, seconded by Mr. Ince, the Board granted the College permission to sell one Automatic Screw Machine for \$8,463.00 and authorized the deposit of the proceeds to a special account to purchase equipment for the Mechanical Engineering Shops and Laboratory. (This machine was secured from Chemical Warfare Surplus and is too large for classroom instruction).

✓ 975. Upon motion made by Mr. Price, seconded by Mr. Ince, the Board approved the following items:

1. The sale of nine head of Laboratory Class Steers, 10,145 pounds, at \$35.00 cwt., and nineteen head of Laboratory Class Steers, 21,200 pounds, at \$34.00 cwt., less marketing expense \$62.32; trucking expense \$213.15; net \$10,483.28 and authorize deposit of \$7,833.75 to PanTech Account No. 664 and \$2,649.53 to Animal Husbandry Account No. 532. (Sold to Swift and Company, Fort Worth, Texas, on February 20, 1952).
2. The sale of a Hereford bull, Texas Tech Domino No. 6606780, for a net amount of \$1,090.00 and authorize the deposit of this amount to Animal Husbandry Account No. 532. (Sold at the Hereford Sale, Fort Worth, Texas, on January 30, 1952).
3. The sale of eight head of Laboratory Class Steers, 8,985 pounds at \$36.00 cwt., less marketing expense \$18.56; trucking expense \$61.10; net \$3,154.94 and authorize deposit of this amount to Animal Husbandry Account No. 532. (Sold to Swift and Company, Fort Worth, Texas, February 20, 1952).
4. The sale of 196 head of Experimental Lambs at \$24.00 per cwt., net \$4,301.44 and authorize deposit of \$3,875.00 to Account No. 582 (Lamb Feeding Research) and \$426.44 to Account No. 532 (Animal Husbandry). (Sold on the Fort Worth market on March 10, 1952).
5. The sale of twenty-five head of Market Hogs for \$1,139.02 and authorize deposit of this amount to the Feeder Pig Account No. 542. (Sold to Armour and Company, Lubbock, Texas, March 17, 1952).
6. The sale of twenty-nine bales of cotton for \$4,669.24 to Carlock and Carlock, February 21, 1952, and twenty bales of cotton for \$2,537.36, to Carlock and Carlock on March 4, 1952, net \$7,206.60 and authorize deposit of this amount to Agronomy Farm Account No. 535.

✓ 976. Upon motion made by Mr. Weymouth, seconded by Mr. Pfluger, the Board approved the following change in the original agreement with Phillips Chemical Company for use of facilities at PanTech:

"In consideration of the relinquishment of Staff House No. 1-22 by Phillips Chemical Company from the terms of the original agreement dated September 6, 1951, no charge will be made for the house effective September 1, 1951; and another staff house will be kept available for the Company's use if needed. No charge will be made for the other house until it is used."

This house has never been used by Phillips, and is needed for Dr. Ashdown, Director of Greenbug Research.

977. Doctor Wiggins reviewed the provision of THE CHARLES ERNEST MAEDGEN FOUNDATION with the Board. The Board approved the plan as outlined in the TRUST DOCUMENT which provided for the establishment and maintenance of a Department of Americanism at Texas Technological College. A copy of the Trust Document is attached and made a part of these Minutes.

978. The desirability of securing a full-time Public Relations man was discussed. Chairman Thompson was requested to appoint a special committee to explore this question further. He appointed the following committee: Mr. Charles W. Wooldridge, Chairman, Mr. Raymond Pfluger, and Mr. C. T. McLaughlin.

979. Upon motion made by Mr. Weymouth, seconded by Mr. Ince, the Board approved the following Budget for Greenbug Research for the six months, March 1, 1952 to August 31, 1952:

(a) Salary rate \$7,500.00 for 12 months, plus house and utilities.

(b) Salary rate \$3,600.00 for 12 months, plus house and utilities.

980. Upon motion made by Mr. Weymouth, seconded by Mr. Abbott, the Board approved a SUPPLEMENTAL AGREEMENT, PANTEX ORDNANCE PLANT, between TEXAS TECHNOLOGICAL COLLEGE and the UNITED STATES OF AMERICA. A copy of the Supplemental Agreement is attached and made a part of these Minutes.

982. Mr. Weymouth read a letter from Frank Pace, Jr., Secretary of the Army, concerning that part of Pantex Ordnance Plant which has been re-possessed by the United States Government. Upon motion made by Mr. Benson, seconded by Mr. Price, the Board authorized Dr. Wiggins and the PanTech Committee to act for the Board on all matters pertaining to Pan-Tech. (PanTech Committee: C. E. Weymouth, Chairman, Robert B. Price and Raymond Pfluger).

984. Upon motion made by Mr. Ince, seconded by Mr. Wooldridge, the Board voted to approve the erection of a score board at the Athletic Field, provided a Donor would agree to erect such score board with the understanding that the Donor be allowed to place his name or his firm's name on the board.

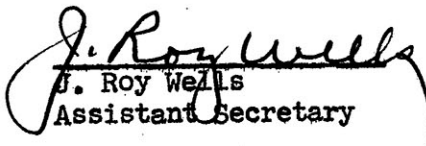
- (1) Install empty conduit for future television antennae at three locations at a cost of \$158.40.
- (2) Install recessed boxes at twenty locations to receive future recessed public address speakers at a cost of \$348.80.

Total
507.20

986. Doctor Wiggins discussed with the Board the request of the City of Lubbock for Board permission to erect a Coliseum on College property. (H.B. No. 647, Chapter 185, 48th Legislature, April 27, 1943). The Board requested Doctor Wiggins and the Building Committee to represent the Board while working out details on this proposed project, and report to the Board at a future meeting. (Building Committee: C. E. Weymouth, Chairman, Leon Ince and Robert B. Price).

Adjournment --- The Board adjourned at 3:30 P.M., April 19, 1952, until its next meeting, which is a Call Meeting on May 15, 1952, in Austin, Texas, and the next regular meeting on Monday, May 26, 1952, to be held at 9:30 A.M. in the Office of the President, Texas Technological College, Lubbock, Texas.

April 21, 1952


J. Roy Wells
Assistant Secretary

Attachments:

1. The agenda, Item No. 962.
2. Contract with the Southwestern Public Service Company, Item No. 970.
3. Bond Resolution, Item No. 969.
4. Summary of USAF Reserve (Inactive) Training Program Contract, Item No. 971.
5. Trust Document, Maedgen Foundation, Item No. 977.
6. Supplemental Agreement, Pantex Ordnance Plant, Item No. 980.

TEXAS TECHNOLOGICAL COLLEGE
OFFICE OF THE PRESIDENT
LUBBOCK, TEXAS

March 29, 1952

TO THE HONORABLE MEMBERS OF THE BOARD
OF DIRECTORS OF TEXAS TECHNOLOGICAL COLLEGE

Gentlemen:

I am submitting herewith the agenda for Texas Technological College for consideration of the Board of Directors to be held in Lubbock, Texas, April 19, 1952.

RECOMMENDED ACTIONS

Office of the Comptroller (Auditing)

✓ 661. Accept the resignation of Mrs. Ollie Joyce Eaton as Bookkeeping Machine Operator (Pay Roll), effective at the close of the day, January 31, 1952. (Budgeted salary, \$2,600.00 for 12 months).

✓ 662. Employ Mrs. Gladys E. Wilkerson as Bookkeeping Machine Operator (Pay Roll), effective January 16, 1952 through August 31, 1952, at a salary rate of \$2,500.00 for 12 months, vice Mrs. Ollie Joyce Eaton, resigned. (Budgeted salary, \$2,600.00 for 12 months). (Mrs. Wilkerson transferred from the Office of the Purchasing Agent).

✓ 663. Accept the resignation of Mrs. Wanda Lou Moore as Clerk (Pay Roll and General), effective at the close of the day, February 29, 1952. (Adjusted budgeted salary, \$2,100.00 for 12 months).

✓ 664. Employ Mrs. Wanda June Lambert as Clerk (Pay Roll and General), effective March 1, 1952 through August 31, 1952, at a salary rate of \$2,100.00 for 12 months, vice Mrs. Wanda Lou Moore, resigned. (Adjusted budgeted salary, \$2,100.00 for 12 months).

Office of the Comptroller (Purchasing)

✓ 665. Accept the resignation of Mrs. Alice C. Babb, Secretary and Clerk, effective at the close of the day, February 5, 1952. (Budgeted salary, \$2,800.00, but Mrs. Babb was only receiving \$2,400.00 for 12 months).

✓ 666. Employ Mrs. Belva M. Deaton as Secretary and Clerk, effective February 13, 1952 through February 29, 1952, at a salary rate of \$2,280.00 for 12 months, vice Mrs. Alice C. Babb, resigned. (Budgeted salary, \$2,800.00 for 12 months).

✓ 667. Employ Mrs. Evelyn Louise McCulloch as Secretary and Clerk, effective March 10, 1952 through August 31, 1952, at a salary rate of \$2,400.00 for 12 months, vice Mrs. Belva M. Deaton, resigned. (Budgeted salary, \$2,800.00 for 12 months).

✓ 668. Appropriate from the unappropriated balance the sum of \$200.00. This amount to be used for Student Assistants and Extra Help.

General Services

669. Accept the resignation of Mrs. LaVerne Heith, Clerk-Typist, effective at the close of the day, January 31, 1952. (Salary, \$1,800.00 for 12 months).

670. Employ Mrs. Ella Johnson Ray as Clerk-Typist, effective February 1, 1952 through August 31, 1952, at a salary rate as follows: \$180.00 per month for the months of February and March, 1952; \$200.00 per month for the months of April, May, June, July and August, 1952, vice Mrs. LaVerne Heith, resigned. (To be paid from General Services Budgeted Funds).

Office of the Registrar

671. Change the salary rate of Mrs. Mavis Crittenden, Secretary, from a salary rate of \$2,400.00 for 12 months to a salary rate of \$2,700.00 for 12 months, effective February 1, 1952 through August 31, 1952. (Budgeted salary, \$2,700.00 for 12 months).

672. Change the salary rate of Mrs. Beulah Mae Stanley, Secretary to Veterans Co-ordinator, from a salary rate of \$2,100.00 for 12 months to a salary rate of \$2,220.00 for 12 months. (Budgeted salary, \$2,220.00 for 12 months).

673. Employ Mrs. Marilyn Steele as Clerk, effective January 28, 1952, through August 31, 1952, at a salary rate of \$2,100.00 for 12 months, vice Mrs. Lottie Mae Ford, resigned. (Budgeted salary).

674. Accept the resignation of Miss Nelda Jo Yarbrough, Clerk, effective at the close of the day, March 11, 1952. (Budgeted salary, \$2,000.00 for 12 months).

675. Employ Mrs. Goldie Coleman as Clerk, effective March 13, 1952 through August 31, 1952, at a salary rate of \$2,000.00 for 12 months, vice Miss Nelda Jo Yarbrough, resigned. (Budgeted salary).

Dean of Student Life (Office of the Dean of Men)

676. Employ Miss Sara Daviss as Secretary, effective February 4, 1952 through August 31, 1952, at a salary rate of \$2,700.00 for 12 months, vice Mrs. Betty Lawson, resigned. (Budgeted salary, \$2,400.00 for 12 months).

677. Accept the resignation of Mrs. Betty Lawson, Secretary, effective at the close of the day, January 31, 1952. (Budgeted salary, \$2,400.00 for 12 months).

Dean of Student Life (Office of the Dean of Women)

678. Accept the resignation of Mrs. Edna B. Alldredge, Secretary, effective at the close of the day, January 31, 1952. (Budgeted salary, \$2,400.00 for 12 months).

679. Employ Mrs. Beatrice Munn as Secretary, effective February 1, 1952 through August 31, 1952, at a salary rate of \$2,400.00 for 12 months, vice Mrs. Edna B. Alldredge, resigned. (Budgeted salary).

680. Appropriate from the unappropriated balance, the sum of \$225.00 to Maintenance, Equipment and Travel.

Placement Office

681. Change the salary rate of Miss Gladys McCormick, Clerk, from \$1,800.00 for 12 months to \$2,100.00 for 12 months, effective April 1, 1952 through August 31, 1952. (Budgeted salary, \$1,800.00 for 12 months).

Agronomy

682. Appropriate from the unappropriated balance, the sum of \$500.00 to Teaching Fellows and Graduate Assistants.

683. Accept the resignation of Mrs. Norma Long, Stenographer-Clerk, effective at the close of the day, February 29, 1952. (Budgeted salary, \$1,800.00 for 12 months).

684. Employ Mrs. Frances Joan Herron as Stenographer-Clerk, effective March 1, 1952 through August 31, 1952, at a salary rate of \$1,800.00 for 12 months, vice Mrs. Norma Long, resigned. (Budgeted salary).

Animal Husbandry

685. Accept the resignation of Leland Hodges, Farm Employee, effective at the close of the day, December 31, 1951. (Budgeted salary, \$2,100.00 from Animal Husbandry Sales, plus house, utilities and milk).

Animal Husbandry (continued)

686. Employ Eugene R. Biles as Farm Employee, effective January 2, 1952 through August 31, 1952, at a salary rate of \$2,000.00 for 12 months, plus house, utilities and milk, vice Leland Hodges, resigned. (Budgeted salary, \$2,100.00 for 12 months, plus house, utilities and milk).

687. Change the salary rate of Eddie Ray Hutto from \$1,900.00 to \$2,000.00 for 12 months plus house and milk, effective January 1, 1952 through August 31, 1952.

Accounting

688. Appoint Mr. Hugh Spencer Thomas as Part-time Instructor in Accounting for the period, February 1, 1952 through June 15, 1952, at a salary rate of \$450.00.

689. Appoint Mr. Robert Henry Johnson as Part-time Instructor in Accounting for the period, February 1, 1952 through June 15, 1952, at a salary rate of \$400.00.

Business Education and Secretarial Administration

690. Lapse the amount of \$750.00 allocated to Teaching Fellows and Graduate Assistants. (Unused lump sum appropriation).

691. Grant leave of absence to Doctor Clifford B. Shipley, Professor and Head Department of Business Education and Secretarial Administration, from March 1, 1952 through June 15, 1952.

692. Appoint Mrs. Ettie Claire Quicksall as Temporary Instructor (Part-time) in Business Education and Secretarial Administration, effective February 7, 1952 through February 23, 1952, at a salary rate of \$100.00 for this period. (To be paid from the budgeted salary for Instructor in this Department).

693. Appoint Mr. M. J. Knowles as Part-time Instructor in Secretarial Administration for the period, February 1, 1952 through June 15, 1952, at a salary rate of \$650.00.

694. Appoint Mr. Maynard Knepper as Temporary Instructor in Secretarial Administration for the period, March 3, 1952 through June 15, 1952, at a salary rate of \$1,300.00.

695. Appoint Mr. L. O. Folks as Part-time Instructor in Secretarial Administration for the period, February 1, 1952 through June 15, 1952, at a salary rate of \$650.00.

696. Appoint Mrs. Addie Belle Mauzey as Temporary Instructor for the period February 1, 1952 through June 15, 1952, at a salary rate of \$1,400.00.

697. Appropriate from the unappropriated balance, the sum of \$500.00 to the Maintenance Account. (This amount to be used to care for the routine expenses for the remainder of the academic year, 1951-52).

Economics

698. Appoint Mr. Rendel B. Alldredge as Part-time Assistant Professor of Economics and Marketing, for the period, February 1, 1952 through June 15, 1952, at a salary rate of \$950.00. (\$475.00 charged to Department of Economics, and \$475.00 charged to Department of Marketing).

Finance

699. Appropriate from the unappropriated balance, the sum of \$3,870.00 to Part-time Faculty.

700. Appoint Mr. R. Briggs Irvin as Part-time Instructor in Finance for the period, February 1, 1952 through June 15, 1952, at a salary rate of \$450.00. (Budgeted).

701. Appoint Mr. Roy B. Bass as Part-time Instructor in Finance for the period, February 1, 1952 through June 15, 1952, at a salary rate of \$1,350.00. (Budgeted).

Finance (continued)

702. Appoint Mr. Thomas J. Edwards as Temporary Instructor in Finance for the period, February 1, 1952 through June 15, 1952, at a salary rate of \$1,600.00. (Budgeted).

703. Appoint Mr. Amos H. Howard, Jr., as Temporary Instructor in Finance for the period, February 1, 1952 through June 15, 1952, at a salary rate of \$1,600.00. (Budgeted).

704. Appoint Mr. Roy E. Thomas as Part-time Instructor in Finance for the period, February 1, 1952 through June 15, 1952, at a salary rate of \$800.00. (Budgeted).

Management

705. Approve a supplementary salary payment, in the amount of \$650.00, to Doctor F. L. Mize, Head Department of Management, for teaching a twenty-four week, 60 class hour, night course in Personnel Management for Air Force Reservists, starting Thursday, March 27, 1952. This amount to be paid after the completion of the course on August 28, 1952. *Application in Budget*

706. Appropriate from the unappropriated balance, the sum of \$572.00 to the Maintenance Account. (This amount to be used to defray expenses of testing materials for Management 110, Spring 1952). *See reimbursement*

707. Appropriate from the unappropriated balance, the sum of \$200.00 to Student Assistants. (A \$4.00 testing fee has been collected from 150 students in Management 110, Fall 1951).

708. Appropriate from the unappropriated balance, the sum of \$400.00 to Maintenance, Equipment and Travel. (A \$4.00 testing fee has been collected from 150 students in Management 110, Fall 1951).

Marketing

709. Lapse the amount of \$1,100.00 allocated to Part-time Faculty. (Unused lump sum appropriation).

710. Appoint Doctor Howard E. Golden as Part-time Associate Professor of Marketing for the period, February 1, 1952 through June 15, 1952, at a salary rate of \$1,050.00.

711. Appoint Mr. Rendel B. Alldredge as Part-time Assistant Professor of Economics and Marketing for the period, February 1, 1952 through June 15, 1952, at a salary rate of \$950.00. (\$475.00 to be charged to the Department of Marketing, and \$475.00 to be charged to the Department of Economics).

712. Change the contract of Mr. James E. Dykes, Instructor in Marketing, from full-time to half-time for the period, February 1, 1952 through June 15, 1952, at a salary rate of \$875.00. (Budgeted salary, \$3,500.00 for 9 months).

Education

713. Lapse the amount of \$1,000.00 allocated to one Part-time Instructor (Unfilled position).

714. Lapse \$1,910.00 from the budgeted amount appropriated for Teaching Fellows and Graduate Assistants. (Unused lump sum appropriation).

715. Appropriate from the unappropriated balance, the sum of \$200.00 to Student Assistants.

716. Revise the contract of Mrs. Jane Haddon from Half-Time Instructor to Three-Fourths Time Instructor in Education, effective February 1, 1952 through June 15, 1952, at a salary rate of \$1,200.00 for the period.

717. Appoint Mr. James Gammill as One-Fourth Time Instructor, effective February 1, 1952 through June 15, 1952, at a salary rate of \$400.00 for the period.

Education (continued)

718. Change the salary rate of Mrs. Teddy Roberts, Secretary, from \$175.00 per month to \$200.00 per month, effective March 1, 1952 through August 31, 1952. (Budgeted salary, \$2,400.00 for 12 months).

719. Appropriate from the unappropriated balance, the sum of \$3,500.00 to Maintenance, Equipment and Travel Account. (This amount is being used for the purchase of equipment and materials necessary in the expanding program for the Department of Education; a portion of the total appropriation is covered by student fees which are charged for testing materials, etc.).

English

720. Lapse the amount of \$1,388.90 from the budgeted amount set up for Teaching Fellows and Graduate Assistants. (Unused lump sum appropriation).

721. Appoint Mrs. Mary Strout as Part-time Instructor in English for the period, March 1, 1952 through June 15, 1952, at a salary rate of \$550.00.

Foreign Languages

722. Lapse the \$1,000.00 appropriated for Teaching Fellows and Graduate Assistants. (Unused lump sum appropriation).

723. Appropriate from the unappropriated balance, the sum of \$750.00 as follows:

Student Assistants	\$500.00
Maintenance, Equipment and Travel	250.00

Government

724. Appropriate from the unappropriated balance, the sum of \$3,000.00 to Teaching Fellows and Graduate Assistants.

History, Anthropology and Sociology

725. Accept the resignation of Mrs. Mary Bodiford as Secretary to the Distinguished Professor of History, effective at the close of the day, February 29, 1952. (Budgeted salary, \$2,400.00, but Mrs. Bodiford was receiving \$2,700.00 for 12 months).

726. Employ Mrs. Billie Moore as Secretary to the Distinguished Professor of History, effective March 24, 1952 through August 31, 1952, at a salary rate of \$2,400.00 for 12 months, vice Mrs. Mary Bodiford, resigned. (Budgeted salary).

Physics

727. Lapse the amount of \$1,000.00 allocated to Teaching Fellows and Graduate Assistants. (Unused lump sum appropriation).

728. Accept a gift of \$67.00 from the Texas Academy of Science for a Research Grant in Physics. This is to be disbursed at Doctor Schmidt's request and may be used to purchase equipment, supplies and/or to pay the Graduate Student conducting the Research. (This amount has been deposited in Account No. 878).

Speech

729. Lapse the position, Assistant Professor of Speech, in the amount of \$3,700.00 for nine months, effective September 16, 1951. (Unfilled position).

✓ 730. Accept a gift from the Dramatic Teams Special Account No. 1084 in the amount of \$276.36 for the Speech Department Account No. 426. This to be used to help pay for a magnecord tape recorder for the Speech Department.

Electrical Engineering

731. Lapse the amount of \$3,000.00 appropriated to Teaching Fellows and Graduate Assistants. (Unused lump sum appropriation).

Air and Military Science and Tactics
(Military Property Custodian)

- ✓ 733. Appropriate from the unappropriated balance, the sum of \$300.00 to Maintenance, Equipment and Travel. (This amount to be used to buy two filing cabinets at \$145.00 and one typewriter at \$155.00).

Museum

734. Continue the employment of Miss Anne Crenshaw as Assistant and Secretary, February 1, 1952 through August 31, 1952, at a salary rate of \$2,400.00 for 12 months. (Budgeted salary, \$3,000.00 for 12 months).

735. Contract with Miss Armintha Neal, Museum of Natural History, Denver, Colorado, to direct, plan and assist with Museum installations from April 15, 1952 to May 15, 1952. (This fee to be paid from the Museum Maintenance Account). (The fee is to be \$500.00).

- ✓ 736. Transfer \$17.26 from Account Number 666, Scientific Bulletin Fund, to Museum Local Funds, Account Number 1251.

Library

737. Accept the resignation of Mrs. Leba Jean Hall, Order Clerk, effective at the close of the day, February 19, 1952. (Budgeted salary, \$2,100.00 for 12 months).

738. Change the salary of Mrs. Naomi Barker, Order Clerk, from a salary rate of \$1,900.00 to \$2,100.00 for 12 months. (Mrs. Barker is filling the higher position of Order Clerk left vacant by Mrs. Leba Jean Hall, resigned). (Budgeted salary).

739. Employ Mrs. Mary Ethel Lacey as Order Clerk, effective February 20, 1952 through August 31, 1952, at a salary rate of \$1,900.00 for 12 months vice Mrs. Naomi Barker, promoted to a higher salary, Order Clerk. (Budgeted salary).

740. Accept the resignation of Mrs. Christina Landrum, Assistant Cataloguer, effective at the close of the day, March 10, 1952. (Budgeted salary, \$3,000.00 for 12 months).

741. Employ Miss Carrie Beth Caldwell as Assistant Cataloguer, effective March 3, 1952 through August 31, 1952, at a salary rate of \$3,000.00 for 12 months. (New position).

Plant Extensions

- ✓ 742. Approve a reimbursement to Mr. David C. Pfeiffer in the amount of \$777.06 for concrete testing on the Extension to the Utility System. This amount is to be paid from the Building Funds of 1949.

- ✓ 743. Approve the payment of \$1,820.32 from the Building Funds of 1949 to Mr. David C. Pfeiffer, Dallas, Texas, for engineering work done on the Old Utility System and outside Mr. Pfeiffer's contract for the Extension to the Utility System.

Maintenance of Buildings and Buildings Equipment

- ✓ 744. Lapse \$1,500.00 from the budgeted amount appropriated for Maintenance, Equipment and Travel.

- ✓ 745. Lapse \$435.00 of the \$500.00 appropriated at the September 29, 1951 Board Meeting, Item No. 203, for the purchase of a mine detector and gas leakage detector. The mine detector has been purchased at a cost of \$65.00. The Gas Company has agreed to furnish a gas leakage detector to the College whenever it is needed, without cost.

- ✓ 746. Employ Homer L. Morrow as a Temporary Painter for the period, March 1, 1952 through August 31, 1952, at a salary rate of \$250.00 per month.

Maintenance of Buildings and Building Equipment (continued)

✓ 748. Accept the resignation of Roy Lee Taylor, Carpenter, effective at the close of the day, February 16, 1952. (Budgeted salary, \$2,700.00 for 12 months).

✓ 749. Employ Marion W. Herman as Carpenter, effective March 18, 1952 through August 31, 1952, at a salary rate of \$2,700.00 for 12 months, vice Roy Lee Taylor, resigned. (Budgeted salary).

Custodial and Building Operation Service

✓ 750. Lapse the amount of \$2,000.00 from the Maintenance, Equipment and Travel Fund.

✓ 751. Appropriate from the unappropriated balance, the amount of \$2,000.00 to the Salary Account. (This amount lapsed from the Maintenance, Equipment and Travel Account).

Extension

752. Accept the resignation of Mrs. Fannie E. Hufstedler, Secretary, Correspondence Study, effective at the close of the day, March 15, 1952. (Budgeted salary, \$1,800.00 for 12 months).

753. Employ Mrs. Anna Jo Wilson as Secretary, Correspondence Study, effective March 17, 1952 through August 31, 1952, at a salary rate of \$1,800.00 for 12 months, vice Mrs. Fannie Hufstedler, resigned. (Budgeted salary).

Intercollegiate Athletics

754. Employ Walter Wilson as Caretaker, effective March 15, 1952 through August 31, 1952, at a salary rate of \$2,400.00 for 12 months. (Budgeted salary).

Texas Tech Bookstore

755. Change the salary rate of Mr. Dean Keller, Manager of Textbook Department, from \$3,000.00 for 12 months to \$3,300.00 for 12 months, effective March 1, 1952 through August 31, 1952. (Budgeted salary, \$3,600.00 for 12 months).

✓ 756. Approve payment by the College Bookstore to the following staff members:

1. Raymond Elliott - \$.40 copy Royalty on sale of approximately 24 copies of "Ears to Hear" (Music Textbook).
2. L. G. Harmon - \$.10 per copy Royalty on sale of approximately 90 copies of "Elementary Experiments in Principles of Dairy Industry."
3. Doyle D. Jackson - \$.40 per copy Royalty on sale of approximately 58 copies of "Unit Method of Learning & Teaching."
4. J. H. Murdough - \$.40 per copy Royalty on sale of approximately 2 copies of "A Course in Mechanics, Kinematics & Kinetics."
5. Jesse Q. Sealey - \$.08 $\frac{1}{2}$ per copy on sale of approximately 81 copies of "Bacteriology Lab Exercises," and \$.06 per copy on sale of approximately 86 copies of "Outline for Bacteriology."
6. Floyd Williams & L. J. Powers - \$.30 per copy on sale of approximately 28 copies of "Elementary Engineering Problems."

✓ Dormitory Systems (Dining Room and Kitchen)

757. Accept the resignation of Miss Mary E. Wilkinson, Dietitian in the Dormitory Systems, effective at the close of the day, March 22, 1952. (Budgeted salary, \$2,300.00 for 12 months, plus room and board).

Dormitory Supervision (Wm. H. Bledsoe Hall)

758. Accept the resignation of Mr. Guy Shehane, Supervisor, effective at the close of the day, February 7, 1952. (Budgeted salary, \$2,700.00 for 9 months, plus apartment and meals estimated at \$1,215.00 for 9 months).

759. Employ Mr. James B. Whitehead as Supervisor, effective February 8, 1952 through May 31, 1952, at a salary rate of \$2,700.00 for 9 months, plus apartment and meals estimated at \$1,215.00 for 9 months, vice Mr. Guy Shehane, resigned. (Budgeted salary).

Cotton Research

760. Correction (Item No. 538, Page 5, Board Minutes, February 9, 1952). Accept the resignation of Mr. Jesse W. Locke, Textile Technologist, effective at the close of the day, January 31, 1952. (Budgeted salary, \$4,000.00 for 12 months).

761. Accept the resignation of Mr. Thomas V. Crawley, Textile Technician, effective at the close of the day, March 21, 1952. (Budgeted salary, \$4,000.00 for 12 months).

762. Transfer Mr. Frank G. Louis from the position, Technical Aide, at a salary rate of \$2,400.00 for 12 months, to the position, Textile Technologist, at a salary rate of \$3,000.00 for 12 months, effective February 1, 1952 through August 31, 1952; to be paid from Cotton Research Funds. (Budgeted salary, \$4,000.00 for 12 months).

763. Change the salary of Mr. Robert W. Johnson, Research Technician, from a salary rate of \$2,100.00 for 12 months, to a salary rate of \$2,400.00 for 12 months, effective February 1, 1952 through August 31, 1952. (To be paid from Cotton Research Funds).

764. Accept the resignation of Mrs. Julia McGee, Textile Technician, effective at the close of the day, February 7, 1952. (Budgeted salary, \$2,400.00 for 12 months).

765. Employ Miss Joanne Reynolds as Technical Aide, at a salary rate of \$2,100.00 for 12 months, effective February 1, 1952 through August 31, 1952, vice Mr. Frank G. Louis, transferred to the position, Textile Technologist; to be paid from Cotton Research Funds. (Budgeted salary, \$2,400.00 for 12 months).

Miscellaneous

766. Correct Item No. 655, line 4 and 6, Board Minutes of February 9, 1952 to read: . . . "A gift of \$935.72 from . . . appropriation of \$140.68 from . . ." The minutes originally read "A gift of \$937.42 and . . . an appropriation of \$138.68. . ."

767. Correct Item No. 540, line 4 and 5, Board Minutes, February 9, 1952, to read: "Leaving a balance in the fund of \$10.02. Permission is requested to transfer the \$10.02 balance . . ."

Miscellaneous (Non-Resident Registration Fee)

768. Approve the non-resident registration fee of \$150.00 per semester for the long session, 1952-53. For the non-resident student enrolled in the long session for less than twelve semester hours, the registration fee is \$12.50 per semester hour.

Miscellaneous (Student Health and Activity Fee)

769. Approve the \$15.00 per semester, Student Health and Activity Fee for the Long Session, 1952-53.

Scholarships

770. Accept a contribution of \$400.00 from Mrs. M. L. Shepherd, Lubbock, Texas, and establish the M. L. Shepherd Memorial Scholarship Fund. The proposed announcement for the 27th Catalog is given below:

"M. L. Shepherd Memorial Scholarship. Mrs. M. L. Shepherd of Lubbock, Texas, has established two scholarships of \$200.00 each. These scholarships are available to entering freshmen, and are awarded on the basis of scholastic record, character, and leadership. Application should be made to the Dean of Student Life."

These Scholarships are available for the year, 1952-53.

Scholarships (continued)

771. Approve the establishment of two Texas Pacific Coal and Oil Scholarships of \$750.00 each annually for sons and daughters of the Texas Pacific Coal and Oil Company employees, retired employees, or of persons who died while employed by the Company. The proposed announcement for the 27th Catalog is given below:

Texas Pacific Coal and Oil Scholarships. The Texas Pacific Coal and Oil Company has established two scholarships of \$750.00 each annually for sons and daughters of its employees, its retired employees, or of persons who died while employed by the Company. Preference will be given to applicants with the best scholastic records who are majoring in courses considered to be of value to the petroleum industry. Applicants who are entering freshmen must furnish certificates from their high school principal that they were in the upper quartile of the graduating class.

The scholarships shall be awarded for one college year only, but recipients who maintain a 2.00 or better grade average may apply for renewal. The stipend is payable in ten installments of \$75.00 each, distributed equally between the fall and spring semesters. Applications must be mailed by July 1 each year to the Dean of Arts and Sciences.

These scholarships are to be made available for the year, 1952-53.

Greenbug Research

772. Appoint Doctor Donald Ashdown as Director of Greenbug Research to be conducted at PanTech Farms, effective March 1, 1952 through August 31, 1952, at a salary rate of \$7,500.00 for 12 months, plus staff house and *for self and family*. (To be paid from Greenbug Research Funds). *Approved by budget*

Nitrogen-Fertilizer Research (No. 741)

773. Employ Mr. Jack Bond as Graduate Research Assistant in Agronomy, effective February 1, 1952 through August 31, 1952, at a salary rate of \$100.00 per month. (To be paid from Nitrogen-Fertilizer Research Funds, No. 741).

SUMMER SCHOOL, 1952

Geology

✓ 774. Waive the Student Health and Activity Fee for the students who register for Geology Summer Field Course during the summer of 1952. A \$2.00 Health Fee will be substituted. This fee, in turn, will be paid by the College to New Mexico Highlands University, which will supply medical care.

✓ 775. Approve the Geology Summer Field Course for the summer of 1952. The field camp is located at Highland Village, near Las Vegas, New Mexico. A ~~deposit~~ ^{fee} of \$85.00, payable in advance at Texas Technological College Business Office, will be required for each six weeks term of each student. The College will pay Highland University for meals and lodging at the rate of \$2.00 per day, per student.

Education

776. Approve an honorarium of \$416.00 to Doctor Gilbert Wrenn, University of Minnesota, St. Paul, Minnesota, for serving as a special Lecturer for an Education Workshop during the summer of 1952, and approve an appropriation from the unappropriated balance for this amount. (June 17-19). (This is to be charged to the Department of Education).

Applied Arts

777. Waive the general property deposit fee for Applied Arts 111-112 for the second six weeks term, summer session 1952. (July 21 to 25).

Clothing and Textiles

778. Waive the general property deposit fee for Clothing 512 for the second six weeks term, summer session, 1952. (July 28 to August 2).

Foods, Nutrition and Institutional Management

779. Waive the general property deposit fee for Foods 411, for the second six weeks term, summer session, 1952. (July 28 to August 2).

SUMMER SCHOOL, 1952 (Continued)Home Economics Education

780. Waive the general property deposit fee for Home Economics Education 413, for the second six weeks. (August 4 to 9).

Architecture and Allied Arts

781. Appoint Mr. Lewis Dale Kaiser for the first term, at a salary of \$600.00.

782. Appoint Mrs. Meda Johnson for the second term, at a salary of \$600.00.

783. Correct the title of Mr. Roderick Parkinson from Assistant Professor to Instructor, first six weeks.

Civil Engineering

784. Appoint Mr. F. L. McRee as Professor of Civil Engineering, first six weeks, at a salary rate of \$850.00.

Out-of-State Leaves: I recommend your approval of the following out-of-state leaves without loss of pay by the staff members listed below:

785. Grant permission to Dean James G. Allen, Dean of Student Life, to go to Colorado Springs, Colorado, April 3-6, 1952, to attend the National Association of Student Personnel Administrators meeting; expenses to be paid from Office of the Dean of Student Life Maintenance Account.

786. Grant permission to Mr. C. V. Bullen, Professor and Head Department of Electrical Engineering, to go to Clovis, New Mexico, February 11, 1952, to attend executive committee meeting of the American Institute of Electrical Engineers, at no expense to the College.

787. Grant permission to Doctor John S. Carroll, Professor and Head Department of Education, to go to Los Angeles, California, February 22-23, 1952, to interview personnel for Education Department; expenses to be paid from Department of Education Maintenance Account.

788. Grant permission to Doctor John S. Carroll, Professor and Head Department of Education, to go to Portland, Oregon, February 25-29, 1952, to attend Planning Conference, Northwest Regional Project, Co-operative Program in Education Administration, at no expense to the College.

789. Grant permission to Doctor W. M. Craig, Professor of Chemistry, to go to Boulder, Colorado, April 29-May 6, 1952, to attend and present a paper at the Annual Meeting of the Southwestern Division of the American Association for the Advancement of Science; expenses to be paid from Department of Chemistry and Chemical Engineering Maintenance Account.

790. Grant permission to Mr. S. T. Cummings, Purchasing Agent, to go to Washington, D. C., May 5-10, 1952, to attend National Association of Educational Buyers; expenses to be paid from Office of the Purchasing Agent Maintenance Account.

791. Grant permission to Doctor Joe Dennis, Professor and Head Department of Chemistry and Chemical Engineering, to go to Denver, Colorado, April 30-May 7, 1952, to attend & present a paper at the Southwestern Divisional Meeting of American Association for the Advancement of Science; expenses to be paid from Department of Chemistry and Chemical Engineering Maintenance Account.

792. Grant permission to Mr. Joseph S. Dwyer, Professor and Head Department of Industrial Engineering and Engineering Drawing, to go to Denver, Colorado, March 2-6, 1952, to accompany Industrial Engineering students on an inspection trip of industrial plants; expenses to be paid from Department of Industrial Engineering and Engineering Drawing Maintenance Account.

Out-of-State Leaves (continued)

793. Grant permission to Mr. Ted E. Edwards, Part-time Instructor in Education, to go to Los Angeles, California, March 7-17, 1952, to attend the Regional Conference, American Association of School Administrators, at no expense to the College.

794. Grant permission to Mr. Joe L. Haddon, Assistant Professor of Music, to go to Altus, Oklahoma, April 18-19, 1952, to act as Adjudicator at Musical Festival, at no expense to the College.

795. Grant permission to Doctor Gene L. Hemmle, Professor and Head Department of Music, to go to Stillwater, Oklahoma, April 23-25, 1952, to serve as adjudicator of the Oklahoma State Chorus, at no expense to the College.

796. Grant permission to Mr. R. C. Janeway, Librarian, to go to Denver, Colorado, March 3-6, 1952, to attend annual meeting of the Bibliographical Center for Research; expenses to be paid from Library Maintenance Account.

797. Grant permission to Doctor P. Merville Larson, Professor and Head Department of Speech, to go to Natchitoches, Louisiana, March 27-29, 1952, to attend the Speech Meet at Northwest Louisiana State College; expenses to be paid from Department of Speech Maintenance Account and Forensic Activities.

798. Grant permission to Mr. H. J. McKenzie, Instructor in Industrial Engineering and Engineering Drawing, to go to Denver, Colorado, March 2-6, 1952, to take Industrial Engineering students on an inspection trip of industrial plants; expenses to be paid from Department of Industrial Engineering and Engineering Drawing Maintenance Account.

799. Grant permission to Mr. Chester M. McKinney, Assistant Professor of Physics, to go to Albuquerque, New Mexico, March 27-28, 1952, to have an interview with the Sandia Corporation, at no expense to the College.

800. Grant permission to Doctor Roy R. Male, Jr., Assistant Professor of English, to go to Tucson, Arizona, February 20-25, 1952, to coach Tech's tennis team as it participates in a match with Texas Western; expenses to be paid from Athletic Funds.

801. Grant permission to Doctor George P. Mechan, Associate Professor of Education, to go to Chicago, Illinois, February 11-13, 1952, to have conference with editors of Beckley-Cardy Company regarding two arithmetic books Doctor Mecham is writing; at no expense to the College.

802. Grant permission to Mr. J. Homer Millikin, Director of Extension, to go to Chicago, Illinois, February 23-29, 1952, to attend a meeting of the Committee on Research of the National University Extension Association; at no expense to the College.

803. Grant permission to Mrs. Sibyl A. Morrison, Reference Librarian, to go to Denver, Colorado, March 3-6, 1952, to attend annual meeting of the Bibliographical Center for Research; expenses to be paid from Library Maintenance Account.

804. Grant permission to Mr. L. E. Parsons, Professor and Head Department of Textile Engineering, to go to Clemson, South Carolina, to attend meeting of National Council of Textile School Deans; expenses to be paid from Department of Textile Engineering Maintenance Account.

805. Grant permission to Mr. M. L. Pennington, Comptroller, to go to (see note Columbus, Ohio, April 20-23, 1952, to attend the Central Association of College and University Business Officers; expenses to be paid from Office of the Comptroller Maintenance Account.

806. Grant permission to Mr. Daniel E. Pursel, Director of Recreation Hall, to go to Norman, Oklahoma, February 16-19, 1952, to attend a meeting of the Association of College Unions; expenses to be paid from Recreation Program Funds.

NOTE: "Chicago, Illinois, April 16-20, 1952, to attend the Seventh Annual National Conference on Higher Education."

Out-of-State Leaves (Continued)

807. Grant permission to Mrs. Margaret M. Richards, Assistant Professor and Acting Head of Physical Education for Women, to go to Los Angeles, California, April 5-12, 1952, to attend the convention of the National Health Physical Education and Recreation Association; expenses to be paid from Women's Recreation Association Funds.

808. Grant permission to Doctor Embree R. Rose, M. D., to go to Boston, Massachusetts, April 25-May 5, 1952, to attend the Annual National Meeting of the American College Health Association; expenses to be paid from Student Health Service Funds.

809. Grant permission to Doctor Raymond G. Sidwell, Professor and Head Department of Geology, to go to Las Vegas, New Mexico, March 7-8, 1952, to complete arrangements for summer field course in Geology; at no expense to the College.

810. Grant permission to Doctor Raymond G. Sidwell, Professor and Head Department of Geology, to go to Los Angeles, California, March 21-29, 1952, to present a paper at the American Association of Petroleum Geologists Meeting; at no expense to the College.

811. Grant permission to Mr. J. P. Smith, Director of PanTech Farms, to go to Oklahoma City, Oklahoma, January 21-22, 1952, to take experimental lambs; expenses to be paid from PanTech Farms Funds.

812. Grant permission to Mr. M. J. Smith, Professor of Electrical Engineering, to go to Clovis, New Mexico, February 11, 1952, to attend executive committee meeting of the American Institute of Electrical Engineers; at no expense to the College.

813. Grant permission to Dean W. L. Stangel, Division of Agriculture, to go to Havana, Cuba, February 23-March 1, 1952, to judge Brahman at the Cuban International Livestock Exposition; at no expense to the College.

814. Grant permission to Mr. D. O. Wiley, Professor of Music and Director of Bands, to go to Waurika, Oklahoma, March 20-22, 1952, to act as judge in Musical Festival; at no expense to the College.

815. Grant permission to Mr. D. O. Wiley, Professor of Music and Director of Bands, to go to Altus, Oklahoma, April 18, 1952, to help adjudicate the Altus Music Festival; at no expense to the College.

816. Grant permission to Mr. D. O. Wiley, Professor of Music and Director of Bands, to go to Tampa, Florida, April 30-May 3, 1952, to help judge State of Florida Band and Orchestra Competition Festival; at no expense to the College.

817. Grant permission to Mr. D. O. Wiley, Professor of Music and Director of Bands, to go to Enid, Oklahoma, May 7-10, 1952, to act as adjudicator and guest conductor for the Twentieth Anniversary of the Tri State Music Festival; at no expense to the College.

Short Leaves: The following short leaves of absence without loss of pay have been granted staff members listed below:

818. Mrs. Vivian J. Adams, Professor and Head Department of Home Economics Education, to go to Plainview, Texas, March 22, 1952, to attend the meeting of Area I Future Homemakers of America; at no expense to the College.

819. Mr. Nathan J. Allen, Jr., Instructor in Animal Husbandry, to go to Dimmitt, Texas, March 17, 1952, to collect fleece to be used in Wool Judging Contest and in class work; expenses to be paid from Department of Animal Husbandry Maintenance Account.

820. Mr. Stanley E. Anderson, Assistant Professor of Animal Husbandry, to go to Lamesa, Texas, February 23, 1952, to judge livestock at the County Livestock Show; at no expense to the College.

Short Leaves (continued)

821. Mr. Stanley E. Anderson, Assistant Professor of Animal Husbandry, to go to Amarillo, Texas, March 4, 1952, to accompany students for practicing livestock judging at Amarillo Fat Stock Show; expenses to be paid from Department of Animal Husbandry Maintenance Account.
822. Mr. Stanley E. Anderson, Assistant Professor of Animal Husbandry, to go to Snyder, Texas, March 7-8, 1952, to judge at County Livestock Fair; at no expense to College.
823. Mr. Stanley E. Anderson, Assistant Professor of Animal Husbandry, to go to Olton, Texas, March 15, 1952, to judge livestock show; at no expense to the College.
824. Mr. Stanley E. Anderson, Assistant Professor of Animal Husbandry, to go to Plainview, Texas, April 2, 1952, to judge Fat Barrows and Fat Lambs at the Plainview Fat Stock Show; at no expense to the College.
825. Mr. John P. Brand, Associate Professor of Geology, to go to Austin, Texas, March 13-15, 1952, to present first copy of dissertation to Graduate Committee, University of Texas; at no expense to the College.
826. Miss Martha Buttrill, Assistant Professor of Foods and Nutrition, to go to Denton, Texas, March 26-28, 1952, to attend inauguration of the College of Household Arts and Sciences at Texas State College for Women; at no expense to the College.
827. Miss Sannie Callan, Professor and Head Department of Child Development and Family Relations, to go to Denton, Texas, April 2-5, 1952, to attend Family Life Conference; expenses to be paid from Department of Child Development and Family Relations Maintenance Account.
828. Mr. Harrison J. Cameron, Jr., Assistant Professor of Business Education and Secretarial Administration, to go to Odessa, Texas, March 14, 1952, to attend West Texas Education Association District Meeting; at no expense to the College.
829. Doctor Truman W. Camp, Professor and Head Department of English, to go to Dallas, Texas, March 28-29, 1952, to attend Annual Meeting of Texas Conference of College Teachers of English; at no expense to the College.
830. Mr. Ray L. Chappelle, Professor and Head Department of Agricultural Education, to go to Austin, Texas, January 23-26, 1952, to attend the meeting of "The Five Year Plan for Vocational Education in Texas"; expenses to be paid from Department of Agricultural Education Maintenance Account.
831. Miss Geraldine Clewell, Associate Professor of Home Economics Education, to go to Austin, Texas, March 6-9, 1952, to attend meeting of Executive Board of Texas Home Economics Association; at no expense to the College.
832. Miss Geraldine Clewell, Associate Professor of Home Economics Education, to go to Lamesa, Texas, March 19, 1952, to attend a meeting regarding the State Plan for Vocational Education; expenses to be paid from Department of Home Economics Education Maintenance Account.
833. Miss Geraldine Clewell, Associate Professor of Home Economics Education, to go to Pecos, Texas, March 21-23, 1952, to attend a meeting regarding the State Plan for Vocational Education; expenses to be paid from Department of Home Economics Education Maintenance Account.
834. Mr. Herbert Colvin, Instructor in Music, to go to Amarillo, Vernon, Childress, Hereford and Seymour, Texas, April 7-9, 1952; expenses to be paid from Choral Organization Funds. (To accompany Texas Tech Choir).
835. Mr. Herbert Colvin, Instructor in Music, to go to Spur, Texas, April 22, 1952, to serve as accompanist for Tech Choir in an appearance at Spur; expenses to be paid from Choral Organization Funds.

Short Leaves (continued)

836. Doctor Lewis B. Cooper, Associate Professor of Education, to go to Alpine, Texas, March 27-30, 1952, to sponsor a bus trip of delegates and members of the Paul W. Horn Chapter of Future Teachers of America to the Fifth State Conference of FTA; expenses to be paid from Department of Education Maintenance Account.
837. Doctor J. William Davis, Professor and Head Department of Government, to go to Austin, Houston, College Station, and Waco, Texas, March 3-7, 1952, to call on representatives of Southwest Conference; expenses to be paid from Athletic Funds.
838. Doctor J. William Davis, Professor and Head Department of Government and Chairman of Athletics, to go to San Antonio, Texas, and Dallas, Texas, April 3-13, 1952, to participate in Southern University Conference Seminar, and to attend and participate in Southwestern Social Science Association; expenses to be paid from Department of Government Maintenance Account.
839. Miss Lola Marie Drew, Associate Professor of Home Management, to go to Denton, Texas, March 26-28, 1952, to attend the inauguration of the College of Household Arts and Sciences and Dedication of the New Building at Texas State College for Women; at no expense to the College.
840. Mr. W. L. Ducker, Professor and Head Department of Petroleum Engineering, to go to Snyder, Texas, March 14, 1952, to take a group of students to inspect Sunray Oil Company; expenses to be paid from Petroleum Engineering Fund.
841. Mr. Ted E. Edwards, Part-time Instructor in Education, to go to Odessa, Texas, March 14, 1952, to attend a meeting of the Texas State Teachers Association; at no expense to the College.
842. Mr. Ted E. Edwards, Part-time Instructor in Education, to go to Austin, Texas, April 7-8, 1952, to attend a meeting of Cooperating Centers Project of the Cooperative Program of Educational Administration; at no expense to the College.
843. Miss Mabel D. Erwin, Professor and Head Department of Clothing and Textiles, to go to Austin, Texas, March 6-9, 1952, to attend a meeting of the Executive Board of the Texas Home Economics Association; at no expense to the College.
844. Miss Katherine Evans, Associate Professor of Education, to go to Fort Worth, Texas, March 6-8, 1952, to attend the State Mental Hygiene Meeting; at no expense to the College.
845. Miss Katherine Evans, Associate Professor of Education, to go to Odessa, Texas, March 13-14, 1952, to serve as consultant in the area of Reading at the section meeting of the Secondary Principals and Supervisors of the Fourth District, Texas State Teachers Association; at no expense to the College.
846. Miss Katherine Evans, Associate Professor of Education, to go to Austin, Texas, March 26-29, 1952, to attend State Meeting of Texas Principals and Supervisors Association; at no expense to the College.
847. Miss Jean K. Ewing, Assistant Dean of Women, to go to El Paso, Texas, March 23-26, 1952, to accompany the Women's Inter-Club Council to Texas Western College, where they will study national fraternities and their operation at that college; at no expense to the College.
848. Doctor N. C. Fine, Assistant Dean of Agriculture, to go to Tahoka, Texas, March 1, 1952, to judge livestock show; at no expense to the College.
849. Mr. Louis O. Folks, Instructor in Business Education and Secretarial Administration, to go to Big Spring, Texas, March 13, 1952, to attend a meeting in connection with Office of Price Stabilization; at no expense to the College.

Short Leaves (continued)

850. Mr. Sterling H. Fuller, Assistant Professor of Government, to go to San Antonio, Texas, and Dallas, Texas, to participate in Brookings Institution Seminar on Problems of United States Foreign Policy, April 3-13, 1952; at no expense to the College.
851. Mrs. Neva R. Gahring, Instructor in English, to go to Dallas, Texas, March 28-30, 1952, to attend the Joint State English Committee meeting; at no expense to the College.
852. Dean W. B. Gates, Division of Graduate Studies, to go to Dallas, Texas, March 28-29, 1952, to attend a meeting of College Teachers of English; at no expense to the College.
853. Mr. Gordon E. Gatherum, Assistant Professor of Agronomy, to go to Littlefield, Texas, March 1, 1952, to visit Soil Conservation Service; at no expense to the College.
854. Dean R. C. Goodwin, Division of Arts and Sciences, to go to Austin, Texas, March 17-19, 1952, to attend a meeting of Standards Committee of Texas Association of Colleges; expenses to be paid from Office of the Dean of Arts and Sciences Maintenance Account.
855. Dean R. C. Goodwin, Division of Arts and Sciences, to go to Dallas, Texas, April 2-5, 1952, to attend a meeting of the Committee on Standards of Association of Texas Colleges; expenses to be paid from Office of the Dean of Arts and Sciences Maintenance Account.
856. Mr. William M. Gosdin, Superintendent of Care and Maintenance of Grounds, to go to Abilene, Texas, February 1, 1952, to visit City Park Department to see and attain operational information regarding maintenance and operation of City Parks; at no expense to the College.
857. Miss Martha Graves, Instructor in Home Economics Education, to go to Cisco, Texas, March 5-8, 1952, to conduct a school of instruction in Home and Family Life; expenses to be paid from Home Economics Vocational Teacher Training Maintenance Account.
858. Miss Martha Graves, Instructor in Home Economics Education, to go to Brownfield, Texas, April 24-25, 1952, to direct workshop in Home and Family Life; expenses to be paid from Home Economics Vocational Teacher Training Maintenance Account.
859. Doctor Alan M. F. Gunn, Professor of English, to go to Dallas, Texas, March 28-31, 1952, to deliver research paper before Texas Conference of College Teachers of English; at no expense to the College.
860. Mrs. Jane Haddon, Instructor in Education, to go to Weatherford, Texas, February 8-9, 1952, to accompany the Tech Band; at no expense to the College.
861. Mrs. Jane Haddon, Instructor in Education, to go to Harlingen, Texas, March 13-16, 1952, to act as Adjudicator at the Texas Interscholastic League Music Festival; at no expense to the College.
862. Mr. Joe L. Haddon, Assistant Professor of Music, to go to Mineral Wells, Texas, February 8-10, 1952, to act as chaperone to Texas Tech Band; at no expense to the College.
863. Mr. Joe L. Haddon, Assistant Professor of Music, to go to Edinburg, Texas, March 13-16, 1952, to act as Adjudicator at the Texas Interscholastic Music Festival; at no expense to the College.
864. Mr. Joe L. Haddon, Assistant Professor of Music, to go to Kermit, Texas, March 18-19, 1952, to conduct clinic for the Kermit Junior High School and Senior High School Bands; at no expense to the College.
865. Mr. Joe L. Haddon, Assistant Professor of Music, to go to Rankin, Texas, March 20-21, 1952, to conduct clinic for the Junior High School and the Senior High School Bands; at no expense to the College.

Short Leaves (continued)

866. Mr. Joe L. Haddon, Assistant Professor of Music, to go to Big Spring, Texas, March 21-22, 1952, to direct a clinic for the Junior High School and the Senior High School Bands; at no expense to the College.
867. Mr. Joe L. Haddon, Assistant Professor of Music, to go to Midland, Texas, March 25-26, 1952, to conduct a clinic for the Junior High School and the Senior High School Bands; at no expense to the College.
868. Mr. Joe L. Haddon, Assistant Professor of Music, to go to Odessa, Texas, March 26-27, 1952, to conduct a clinic for the Odessa High School Band; at no expense to the College.
869. Mr. Joe L. Haddon, Assistant Professor of Music, to go to Stinnett, Texas, March 27-28, 1952, to conduct a clinic for the Stinnett Public School Bands; at no expense to the College.
870. Mr. Joe L. Haddon, Assistant Professor of Music, to go to Kermit, Texas, to act as Adjudicator at the Texas Interscholastic Music Festival, April 4-6, 1952; at no expense to the College.
871. Mr. Joe L. Haddon, Assistant Professor of Music, to go to Post, Texas, April 15-16, 1952, to conduct a clinic for the Post High School Band; at no expense to the College.
872. Doctor T. Earle Hamilton, Associate Professor of Foreign Languages, to go to Kingsville, Texas, March 1-3, 1952, to preside at the installation of a chapter of Sigma Delta Pi, national honorary Spanish fraternity; at no expense to the College.
873. Doctor T. Earle Hamilton, Associate Professor of Foreign Languages, to go to San Antonio, Texas, March 13-15, 1952, to address the Alamo District Foreign Languages Teachers Association; at no expense to the College.
874. Mr. L. G. Harmon, Professor of Dairy Manufactures, to go to Galveston, Texas, February 16-20, 1952, to attend the annual meeting of Texas Public Health Association; expenses to be paid from Department of Dairy Manufactures Maintenance Account.
875. Mr. E. R. Heineman, Professor of Mathematics, to go to Waco, Texas, February 21-24, 1952, to attend the convention of Alpha Chi, honorary scholastic fraternity; expenses to be paid from Alpha Chi Funds.
876. Mr. J. Russell Heitman, Professor and Head Department of Journalism, to go to Denton, Texas, March 20-22, 1952, to accompany a group of students to Southwestern Journalism Congress; at no expense to the College.
877. Mr. J. Russell Heitman, Professor and Head Department of Journalism, to go to Amarillo, Texas, April 4-5, 1952, to attend Annual Convention of Panhandle Press Association; at no expense to the College.
878. Doctor Gene L. Hemmle, Professor and Head Department of Music, to go to Seagraves, Texas, March 7, 1952, to conduct Texas Tech Choir; expenses to be paid from Choral Organization Funds.
879. Doctor Gene L. Hemmle, Professor and Head Department of Music, to go to Amarillo, Texas, March 22, 1952, to judge soloists for Amarillo Symphony; at no expense to the College.
880. Doctor Gene L. Hemmle, Professor and Head Department of Music, to go to Hereford, Amarillo, Childress, Vernon, and Seymour, Texas, to conduct Texas Tech Choir on tour; expenses to be paid from Choral Organization Funds. (April 7-9, 1952).
881. Doctor Gene L. Hemmle, Professor and Head Department of Music, to go to Spur, Texas, April 22, 1952, to conduct Texas Tech Choir; expenses to be paid from Choral Organization Funds.

Short Leaves (continued)

882. Doctor Lyle E. Hessler, Research Associate, Cotton Research, to go to Austin, Texas, March 4-6, 1952, to conduct business in regard to Cotton Research Committee matters; expenses to be paid from Cotton Research Funds.

883. Doctor Lyle E. Hessler, Research Associate, Cotton Research, to go to Dallas, Texas, March 7-8, 1952, to attend the Cotton Congress Committee; expenses to be paid from Cotton Research Funds.

884. Doctor Dysart E. Holcomb, Dean of Engineering, to go to Sweetwater, Texas, March 7, 1952, to deliver an address before the Oilbelt District of the Texas State Teachers' Association; at no expense to the College.

885. Doctor W. C. Holden, Director of the Museum, to go to Austin, Texas, March 7-9, 1952, to attend a Regional Meeting of Phi Alpha Theta, National Honorary History Fraternity; at no expense to the College.

886. Doctor W. C. Holden, Professor and Head Department of History, to go to San Antonio, Texas, April 2-9, 1952, to attend the Southern University Conference; at no expense to the College.

887. Doctor Lehman C. Hutchins, Professor and Head Department of Psychology, to go to El Paso, Texas, February 28-March 1, 1952, to interview graduate students for the Master's and Doctoral Program in Counseling and Guidance; at no expense to the College.

888. Doctor Doyle D. Jackson, Professor of Education, to go to Odessa, Texas, March 14, 1952, to participate in various phases of the 1952 West Texas Teachers' Association; at no expense to the College.

889. Mr. Royce T. Jackson, Creamery Superintendent, Department of Dairy Manufactures, to go to Fort Worth, Texas, February 24-27, 1952, to attend the Annual Meeting of the Dairy Products Institute of Texas; at no expense to the College.

890. Mr. R. C. Janeway, Librarian, to go to Amarillo, Texas, March 14, 1952, to read a paper before the Librarians of Texas State Teachers Association; expenses to be paid from Library Maintenance Account.

891. Mr. R. C. Janeway, Librarian, to go to Pampa, Texas, March 21, 1952, to participate in workshop and to speak at a Kiwanis Club Luncheon; at no expense to the College.

892. Mr. R. C. Janeway, Librarian, to go to Levelland, Texas, March 28, 1952, to participate in a Library Workshop; at no expense to the College.

893. Mr. R. C. Janeway, Librarian, to go to Galveston, Texas, April 22-27, 1952, to participate in Annual Texas Library Association Conference; expenses to be paid from Library Maintenance Account.

894. Mr. Philip Johnson, Instructor in Petroleum Engineering, to go to Snyder, Texas, March 14, 1952, to take a group of students to inspect Sunray Oil Company Natural Gas Installations; expenses to be paid from Department of Petroleum Engineering Maintenance Account.

895. Mr. Howard Keck, Instructor in Agricultural Engineering, to go to Muleshoe, Texas, February 6, 1952, to attend irrigation school; to use Department of Agronomy car for transportation.

896. Mr. George C. Keith, Student Assistant in Animal Husbandry, to go to San Angelo, Texas, February 26-March 2, 1952, to assist in exhibiting beef cattle at the San Angelo Fat Stock Show; expenses to be paid from Department of Animal Husbandry Maintenance Account.

897. Mr. F. A. Kleinschmidt, Professor and Head Department of Architecture, to go to Bowie, Texas, March 14, 1952, to attend the West Texas Teachers Association; at no expense to the College.

Short Leaves (continued)

898. Mr. F. A. Kleinschmidt, Professor and Head Department of Architecture, to go to Austin, Texas, April 3-6, 1952, to attend the Regional Conference of the Collegiate Schools of Architecture; at no expense to the College.
899. Miss Helen Lindell, Assistant Professor of Speech, to go to Odessa, Texas, March 14, 1952, to attend the West Texas Teachers Association Meeting; at no expense to the College.
900. Mr. Robert I. Lockard, Associate Professor of Architecture, to go to Odessa, Texas, March 14-15, 1952, to attend the West Texas Teachers Association Meeting; at no expense to the College.
901. Mr. Robert I. Lockard, Associate Professor of Architecture, to go to Canyon, Texas, March 20-21, 1952, to act as art exhibition judge at West Texas State College; at no expense to the College.
902. Mr. Marshall McDonald, Instructor in Mechanical Engineering, to go to Austin, Texas, February 28-March 2, 1952, to attend a Student Conference of ASME; at no expense to the College.
903. Mr. L. A. Maddox, Jr., Animal Husbandman and Research Specialist, to come to Lubbock, Texas, February 27, 1952, to consult with Head Department of Animal Husbandry about report of the first year's work of Texas Tech College Sheep Project, No. 18; expenses to be paid from Pan-Tech Farms Maintenance Account.
904. Doctor Roy R. Male, Jr., Assistant Professor of English, to go to Dallas, Texas, March 6-9, 1952, to coach the tennis team as they play team matches against Hardin-Simmons, Abilene Christian College, Texas Christian University, and Southern Methodist University; expenses to be paid from Athletic Funds.
905. Mr. Robert L. Mason, Assistant Professor of Mechanical Engineering to go to Austin, Texas, February 28-March 2, 1952, to attend the Regional Meet of Student Chapters of the American Society of Mechanical Engineers; at no expense to the College.
906. Doctor George P. Mecham, Associate Professor of Education, to go to Austin, Texas, March 24-26, 1952, to attend the Annual Conference of the Texas Elementary Principals and Supervisors Association; expenses to be paid from Department of Education Maintenance Account.
907. Miss Marie Miles, Instructor in English, to go to Dallas, Texas, March 28-30, 1952, to attend the Conference of College Teachers of English; at no expense to the College.
908. Mr. J. H. Millikin, Director of Extension, to go to Odessa, Texas, March 14, 1952, to attend the West Texas Teachers Meeting; at no expense to the College.
909. Mr. J. H. Millikin, Director of Extension, to go to Dallas, Texas, April 3-7, 1952, to attend the Annual Meeting of the Association of Texas Colleges; expenses to be paid from Division of Extension Maintenance Account.
910. Mr. J. H. Millikin, Director of Extension, to go to Austin, Texas, April 19-24, 1952, to attend the Annual Meeting of the National University Extension Association Meeting; expenses to be paid from Division of Extension Maintenance Account.
911. Mr. R. C. Mowery, Professor and Head Department of Animal Husbandry Department, to go to Amarillo, Texas, March 4, 1952, to judge the Junior Lamb Show at Amarillo Fat Stock Show; at no expense to the College.
912. Mr. R. C. Mowery, Professor and Head Department of Animal Husbandry, to go to Slaton, Texas, March 8, 1952, to judge Junior Livestock Show; at no expense to the College.

Short Leaves (continued)

913. Mr. Frederick E. Mueller, Instructor in Accounting, to go to Austin, Texas, February 8-11, 1952, to attend a meeting of Gamma Delta, International Lutheran Student Organization; at no expense to the College.
914. Mr. Koy L. Neeley, Associate Professor of Animal Husbandry, to go to Lamesa, Texas, February 23, 1952, to judge livestock at the County Livestock Show; at no expense to the College.
915. Mr. Koy L. Neeley, Associate Professor of Animal Husbandry, to go to Gainesville, Texas, March 27-28, 1952, to judge Dairy Cattle at the Cook County Dairy Day; at no expense to the College.
916. Mr. Koy L. Neeley, Associate Professor of Animal Husbandry, to go to Abilene, Texas, April 21-23, 1952, to speak at Dairy Meeting and judge Abilene Dairy Cattle Show; at no expense to the College.
917. Miss Doris Nesbitt, Assistant Professor of Home Economics Education, to go to Odessa, Texas, March 14, 1952, to attend the West Texas Teachers Association Meeting; expenses to be paid from Department of Home Economics Education Maintenance Account.
918. Mr. Wyatt B. Nesbit, Graduate Student in Animal Husbandry, to go to Fort Worth, Texas, February 19-21, 1952, to accompany experimental cattle to market; expenses to be paid from Department of Animal Husbandry Maintenance Account.
919. Mr. Robert L. Newell, Associate Professor of Mechanical Engineering, to go to Austin, Texas, February 29-March 2, 1952, to attend the ASME Student Branch Convention; at no expense to the College.
920. Mr. Fred W. Norwood, Associate Professor of Accounting, to go to Dallas, Texas, April 10-13, 1952, to attend the Southwestern Social Science Association Meeting; expenses to be paid from Department of Accounting Maintenance Account.
921. Mr. Roderick Parkinson, Instructor in Architecture, to go to Odessa, Texas, March 14-15, 1952, to participate in demonstration program for Art Section of the Texas State Teachers Association; at no expense to the College.
922. Mr. W. M. Pearce, Assistant Professor of History, to go to Austin, Texas, March 31-April 1, 1952, to present final copy of dissertation to Graduate Dean, The University of Texas; at no expense to the College.
923. Doctor John Penick, Associate Professor of Industrial Engineering and Engineering Drawing, to go to College Station, Texas, February 26-29, 1952, to attend the Fifth Annual Management Engineering Conference; at no expense to the College.
924. Mr. William T. Piper, Beef Cattle Herdsman, Department of Animal Husbandry, to go to Big Spring, Texas, February 9-12, 1952, to sell a Hereford Heifer at the Howard County Hereford Sale; expenses to be paid from Department of Animal Husbandry Maintenance Account.
925. Mr. William T. Piper, Beef Cattle Herdsman, Department of Animal Husbandry, to go to San Angelo, Texas, February 26-March 2, 1952, to exhibit Beef Cattle at the San Angelo Fat Stock Show; expenses to be paid from Department of Animal Husbandry Maintenance Account.
926. Mr. William T. Piper, Beef Cattle Herdsman, Department of Animal Husbandry, to go to Amarillo, Texas, March 3-7, 1952, to exhibit and sell Beef Cattle at the Amarillo Exposition & Fat Stock Show; expenses to be paid from Department of Animal Husbandry Maintenance Account.
927. Mr. Kenneth R. Renner, Assistant Professor of Dairy Manufactures, to go to Fort Worth, Dallas, Garland, Sulphur Springs, Tyler, Corpus Christi, Kingsville, Harlingen, Austin, Waco, and Abilene, Texas, to conduct annual senior Dairy Manufactures Field Trip. This trip is required in Dairy Manufactures Courses; expenses to be paid from Department of Dairy Manufactures Maintenance Account.

Short Leaves (continued)

928. Mrs. Ruth Russell, Instructor in English, to go to Dallas, Texas, March 28-29, 1952, to attend the Annual Meeting of the Texas College Teachers of English; at no expense to the College.
929. Doctor J. D. Sadler, Instructor in Foreign Languages, to go to Waco, Texas, March 28-30, 1952, to attend the meeting of the Texas Classical Association; at no expense to the College.
930. Doctor Elizabeth S. Sasser, Assistant Professor of Architecture, to go to Odessa, Texas, March 14, 1952, to attend the West Texas Teachers Association Meeting; at no expense to the College.
931. Doctor Elizabeth S. Sasser, Assistant Professor of Architecture, to go to Austin, Texas, April 3-6, 1952, to attend the Regional Conference of the Collegiate Schools of Architecture; at no expense to the College.
932. Mr. Ira J. Schantz, Instructor in Music, to go to Stephenville, Texas, March 8-9, 1952, to present a vocal concert at Tarleton State College; at no expense to the College.
933. Mr. Ira J. Schantz, Instructor in Music, to go to Seagraves, Texas, March 7, 1952, to appear as soloist with Texas Tech Choir; expenses to be paid from Choral Organization Funds.
934. Mr. Ira J. Schantz, Instructor in Music, to go to Hereford, Texas, March 15, 1952, to serve as judge for Texas Federation of Music Clubs; at no expense to the College.
935. Mr. Ira J. Schantz, Instructor in Music, to go to Amarillo, Texas, March 22, 1952, to serve as judge of student contestants in Amarillo Symphony Orchestra Soloists Competitions; at no expense to the College.
936. Mr. Ira J. Schantz, Instructor in Music, to go to Hereford, Amarillo, Childress, Vernon, and Seymour, Texas, April 7-9, 1952, to appear as soloist with Texas Tech Choir; expenses to be paid from Choral Organization Funds.
937. Mr. Ira J. Schantz, Instructor in Music, to go to Spur, Texas, April 22, 1952, to appear as Soloist with Texas Tech Choir in concerts for Spur Public Schools; expenses to be paid from Choral Organization Funds.
938. Mr. J. P. Smith, Manager of PanTech Farms, to go to Perryton, Texas, February 11-12, 1952, to attend North Plains Show and Sale; expenses to be paid from PanTech Farms Maintenance Account.
939. Mr. J. P. Smith, Manager of PanTech Farms, to come to Lubbock to confere with Dean W. L. Stangel, Division of Agriculture; expenses to be paid from PanTech Farms Maintenance Account.
940. Mr. J. P. Smith, Manager of PanTech Farms, to go to Hereford, Texas, February 22-23, 1952, to judge livestock; at no expense to the College.
941. Mr. M. J. Smith, Professor of Electrical Engineering, to go to College Station, Texas, March 24-26, 1952, to attend the Annual Conference of Protective Relay Engineers at Texas A&M College; expenses to be paid from Department of Electrical Engineering Maintenance Account.
942. Miss Nelda Snow, Instructor in Business Education and Secretarial Administration, to go to Sweetwater, Texas, March 7-8, 1952, to speak before the Commercial Section of Oilbelt District Convention of Texas State Teachers Association; expenses to be paid from the Department of Business Education and Secretarial Administration Maintenance Account.
943. Mr. H. A. Spuhler, Assistant Professor of Electrical Engineering, to go to Dallas, Texas, March 10-12, 1952, to attend the Southwest Conference on Feedback Control Systems; expenses to be paid from Department of Electrical Engineering Maintenance Account.

Short Leaves (continued)

944. Dean W. L. Stangel, Division of Agriculture, to go to Olton, Texas, March 15, 1952, to judge livestock; at no expense to the College.
945. Dean W. L. Stangel, Division of Agriculture, to go to Plainview, Texas, April 3, 1952, to judge at Junior Livestock Show; at no expense to the College.
946. Mr. Richard Tracy, Instructor in Architecture, to go to Odessa, Texas, March 14-15, 1952, to attend the Regional Meeting of West Texas Teachers' Association; at no expense to the College.
947. Doctor Agnes A. True, Associate Professor of Psychology, to go to Fort Worth, Texas, March 5-8, 1952, to attend the State Conference of Society for Mental Health and serve on Research and Nominating Committees; expenses to be paid from Department of Psychology Maintenance Account.
948. Mr. Elo J. Urbanovsky, Professor and Head Department of Park Management, to go to Abilene, Texas, February 1, 1952, to visit City Park Management; at no expense to the College.
949. Mr. E. J. Urbanovsky, Professor and Head Department of Park Management, to go to Prairie View, Texas, February 28-March 2, 1952, to accompany Mr. Bill Kitchen to Prairie View A&M College in regard to his thesis problem in joint project with Texas A&M and Texas Technological College; at no expense to the College.
950. Mr. E. J. Urbanovsky, Professor and Head Department of Park Management, to go to Vernon, Texas, February 22, 1952, to see Mr. Anderson in regard to securing funds for campus model. Mr. Anderson is Chairman of the Waggoner Estates; at no expense to the College.
951. Miss Mary Jeanne van Appledorn, Instructor in Music, to go to Dallas, Texas, February 25-26, 1952, to participate in MTNA Music Convention Theory and Composition; at no expense to the College.
952. Doctor Ernest Wallace, Professor of History, to go to Abilene, Texas, February 16, 1952, to attend executive meeting of West Texas Historical Association; at no expense to the College.
953. Doctor Ernest Wallace, Professor of History and Assistant Dean of Arts and Sciences, to go to Dallas, Texas, April 3-5, 1952, to attend annual meeting of the Association of Texas Colleges; expenses to be paid from Office of the Dean of Arts and Sciences Maintenance Account.
954. Dean Margaret W. Weeks, Division of Home Economics, to go to Austin, Texas, March 6-9, 1952, to attend the meeting of the Executive Board of the Texas State Nutrition Council, and the meeting of the Texas Home Economics Association and the Texas State Nutrition Council; at no expense to the College.
955. Mr. D. O. Wiley, Professor of Music and Director of Bands, to go to Phillips, Texas, April 21-22, 1952, to do clinic work with the Phillips High School Band; at no expense to the College.
956. Mr. D. O. Wiley, Professor of Music and Director of Bands, to go to Denton, Texas, April 24-26, 1952, to judge bands in Region X, University Interscholastic League; at no expense to the College.
957. Mr. Floyd L. Williams, Associate Professor of Mechanical Engineering, to go to Austin, Texas, February 28-March 3, 1952, to attend the ASME meeting; at no expense to the College.
958. Dr. J. J. Willingham, Professor and Head Department of Animal Husbandry, to go to Fort Worth, Texas, February 24-27, 1952, to attend the Annual Meeting of the Dairy Products Institute of Texas; expenses to be paid from Department of Dairy Manufactures Maintenance Account.

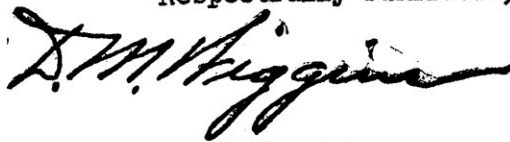
Short Leaves (continued)

959. Doctor J. J. Willingham, Professor and Head Department of Dairy Manufactures, to go to Austin, Texas, March 23-24, 1952, to give an address before the Ice Cream Merchandising Institute meeting; expenses to be paid from Department of Dairy Manufactures Maintenance Account.

960. Doctor J. J. Willingham, Professor and Head Department of Dairy Manufactures, to go to Fort Worth, Dallas, Garland, Sulphur Springs, Tyler, College Station, La Grange, Houston, Corpus, Kingsville, Austin, Waco, and Abilene, Texas, to conduct annual senior Dairy Manufactures field trip of senior students to visit dairy plants and farms for the purpose of acquainting students with various processing and production procedures in different parts of the state; expenses to be paid from Department of Dairy Manufactures Maintenance Account.

961. Doctor A. W. Young, Professor and Head Department of Agronomy, to go to Floydada, Texas, February 27, 1952, to give a talk on Soil Conservation before the Annual Farmers' Day Program of the Rotary Club; at no expense to the College.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "D. M. Wiggins", written in a cursive style.

D. M. Wiggins
President

Board Meeting
April 19, 1952
Attachment No. 2
Item NO. 970

ELECTRIC SERVICE
AGREEMENT

Between

THE SOUTHWESTERN PUBLIC SERVICE COMPANY

And

TEXAS TECHNOLOGICAL COLLEGE

Point of Service Pantex Farms, Amarillo, Texas

Mailing Address Lubbock, Texas

Agreement Begins See Sec. 11 Agreement Expires See Sec. 11

ELECTRIC SERVICE AGREEMENT

THIS AGREEMENT is made by and between the SOUTHWESTERN PUBLIC SERVICE COMPANY, hereinafter called the Company, and TEXAS TECHNOLOGICAL COLLEGE, hereinafter called the Customer.

SECTION 1

The Company agrees to sell and deliver to the Customer, for his sole consumption, and the Customer agrees to purchase and receive from the Company the electrical energy which the Customer may use or require in its operations during the term of this agreement.

SECTION 2

The Company will at its own cost build and maintain facilities to serve the Customer's plant with not less than 150 K. V. A. of three (3) phase, sixty (60) cycle electrical energy at approximately 12,470 "Y" volts.

SECTION 3

The Customer hereby agrees to pay the Company monthly for electrical energy furnished during the previous month throughout the term of this agreement when billed on Rate Schedule 4010.1 attached and made a part of this agreement.

SECTION 4

Meters shall be read by representatives of the Company regularly at dates approximately thirty (30) days apart, and bills for electrical energy furnished hereunder shall be rendered by the Company to the Customer monthly. Bills as above determined, are payable at the Office of the Company in Amarillo, Texas within ten (10) days from the date on which the bills shall have been mailed to the Customer.

SECTION 5

The Company reserves the right to discontinue the service and cut off the supply of electrical energy at any time after at least 15 days written notice mailed to the customer at Lubbock, Texas, whenever the Customer has violated any of the provisions of this contract or has failed to pay any bill accruing thereunder on or before the 30th day after the date of such bill, unless the Customer shall make good such violation or shall pay such bill before expiration of such 15 days notice.

SECTION 6

The Company shall not be liable to the Customer hereunder nor shall the Customer be liable to the Company hereunder by reason of failure of the Company to deliver or the Customer to receive electrical energy as the result of fire, strike, riot, explosion, flood, accident, breakdown, Acts of God, the public enemy, or other conditions beyond the control of the party affected; it being the intention of each party to relieve the other of the obligation to supply or to receive and pay for energy when, as a result of any of the above mentioned causes, either party may be unable to deliver or use, in whole or in part, electrical energy herein contracted to be delivered or received.

The Company does not guarantee that the supply of electrical energy hereunder will be free from temporary interruptions, and it is agreed that temporary interruptions of the Company's service hereunder shall not constitute a breach of this contract on the part of the Company, and the Company shall not be liable to the Customer for damages resulting from such temporary interruptions. In the event of interruptions to service, the Company will restore the service as soon as it can be reasonably do so and will at all times exert itself toward the end of supplying as nearly constant service as is reasonably practical.

SECTION 7

The Company shall have the right to build pole lines, and install electrical equipment upon the Customer's property, and also shall have access to the Customer's premises for any other purpose necessary for the performance of this agreement. The Customer agrees to maintain its wiring and electrical equipment in accordance with specifications at least equal to those prescribed by the National Electric Safety Code of the United States Bureau of Standards, and to operate said wiring and electrical equipment in such a manner as not to interfere with the service of the Company to its other customers.

SECTION 8

The electrical energy supplied under this agreement shall be furnished upon the express condition that, after it passes the metering equipment of the Company or other point of delivery, (which shall in this case be present location, see Print 1-2891-12, attached), the Company shall not in any event be liable for loss or damage to any person or property whatsoever resulting directly or indirectly from use, misuse, or presence of said electrical energy on the Customer's premises or elsewhere, after it passes the point of delivery to the Customer, except where such loss or damage shall be shown to have been occasioned solely by negligence of the Company. The Customer agrees that he will not in any way connect any electrical or other power generating equipment to the Company's system.

SECTION 9

The electrical energy to be supplied hereunder shall be measured at approximately 12,470 "V" volts by standard meter or meters as the Company may select for this purpose, all to be owned and installed by the Company. Each meter used in determining monthly billings for electrical energy supplied hereunder shall, by comparison with accurate standards, be tested and calibrated by the Company at intervals of not to exceed 12 months. If a meter shall be found to be incorrect or inaccurate it shall be restored to an accurate condition or a new meter shall be substituted. The Customer shall, if requested by the Company, provide a suitable place in accordance with plans approved by the Company for the proper facilities for installing metering transformers, meters or other electrical equipment furnished by the Company. All meters, wires, or other appliances furnished by the Company shall remain the property of the Company and the Customer shall use reasonable diligence to protect the property of the Company on its premises.

SECTION 10

The Customer shall have the right to request that a special meter test be made at any time. If any test made at Customer's request discloses that the meter tested is registering correctly, or within 2% of normal, Customer shall bear the expense of such test. The expense of all other tests shall be borne by the Company.

The results of all such tests and calibrations shall be open to examination by the Customer and a report of every test shall be furnished immediately to the Customer. Any meter tested and found to be not more than 2% above or below normal shall be considered to be correct and accurate in so far as correction of billing is concerned. If as a result of any test, any meter is found to register in excess of 2% either above or below normal, then the reading of such meter previously taken for billing purposes shall be corrected according to the percentage of inaccuracy so found, but no such correction shall extend beyond ninety days previous to the day on which inaccuracy is discovered by such test.

For any period that a meter is found to have failed to register it shall be assumed that billing during that period shall be the same as that for a period of like operation to be agreed upon by the parties hereto during which such meter was in service and operating.

SECTION 11

This agreement shall become effective on the date the Customer first takes electrical service hereunder, which date shall not be later than September 1, 1952 and shall remain in effect for a period of one (1) year, from date of connection, and thereafter, from year to year, unless and until six months prior to the expiration of one (1) year, or any subsequent year, either party shall notify the other in writing of its desire to terminate the agreement at the expiration of said year.

SECTION 12

It is further understood and agreed that this contract shall be binding upon and inure to the benefits of the successors, legal representatives and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officials.

DATED this _____ day of _____ 19____

ATTEST:

SOUTHWESTERN PUBLIC SERVICE COMPANY

BY: _____
Its Division Manager

ATTEST:

BY: _____
Its

SOUTHWESTERN PUBLIC SERVICE COMPANY

Commission	Schedule	Sheet	Rate Schedule Number
			Industrial 194R

Industrial Power Service

Tariff Number	4010.1
Cancelling	

APPLICABLE: Under contract, to power customers when the contract demand is not less than 50 kw. Incidental lighting not exceeding 10% of the total kwh consumption is permitted hereunder.

RATE: Demand Charge
\$1.50 per month per kw of demand which entitles customer to use during that month 50 kwh per kw of demand.

Energy Charge
Next 70 kwh used per month per kw of demand @1.65¢ per kwh
Next 120 kwh used per month per kw of demand @1.10¢ per kwh
Additional kwh used per month @ .83¢ per kwh.

POWER FACTOR ADJUSTMENT: When the customer's connected power load is 100 hp or more, the Company may measure the power factor, and if during the period of the customer's maximum 15 minute demand the power factor is above 85% lagging, gross bills computed at the above rate will be decreased by 0.5% for each 1% above 85% lagging, up to unity; or if during the period of the customer's maximum demand the power factor is below 75% lagging, the gross bill will be increased by 0.5% for each 1% below 75% lagging.

DETERMINATION OF DEMAND: Maximum 15 minute kw demand measured during the current month, but not less than the contract demand.

PROMPT PAYMENT DISCOUNT: 5% if paid in full within ten days from date of bill. Minimum bills are not subject to discount.

CHARACTER OF SERVICE: A-c; 60 cycles; three phase; 240 or 2400 volts.

TERM OF CONTRACT: One year, or longer.

Approved _____ Approved _____

This was revised on
May 26, 1952 by Item
1147. Complete revised
copy of resolution is at-
tached to Board Minutes
5-26-52, which super-
sides this resolution ap-
proved by Item 969, 4-19-52

See Revised Copy of Resolution in
5-26-52 Board Minutes

TEXAS TECHNOLOGICAL COLLEGE

Chas. C. Thompson , CHAIRMAN

DIRECTORS

SECRETARY

and with the following absent: C. T. McLaughlin

"A RESOLUTION by the Board of Directors of Texas Technological College providing for the issuance of \$100,000 "TEXAS TECHNOLOGICAL COLLEGE ATHLETIC STADIUM REVENUE BOND, SERIES 1952-A", bearing interest at the rate of 5% per annum, for the purpose of paying off, refunding, refinancing and cancelling \$100,000 "Texas Technological College Athletic Stadium Revenue Bond, Series 1", dated May 1, 1947; the issuance of \$275,000 "TEXAS TECHNOLOGICAL COLLEGE ATHLETIC STADIUM REVENUE BONDS, SERIES 1952-B", bearing interest at the rates of 3% and 3-1/2% per annum, for the purpose of paying off, refunding, refinancing and cancelling \$75,000 "Texas Technological College Athletic Stadium Revenue Bonds, Series 2", dated May 1, 1947, and further improving, enlarging, extending and equipping the college's athletic stadium at a cost not exceeding \$200,000, as authorized by the laws of the State of Texas; prescribing the form of said bonds; providing that the requirements of all the said Series 1952-A and B bonds shall constitute a first lien on and pledge of the net revenues to be derived from the operation of said athletic stadium and from activities, athletic events and games in which such institution participates away from said institution, as well as at said institution, after deducting only the reasonable costs of operating and maintaining such athletic stadium and athletic activities;

providing that the Series 1952-B bonds herein authorized may be refunded and additional bonds may be issued on a parity therewith without the consent of the owners and holders of the Series 1952-A bond and without the necessity of paying off, refunding, refinancing or cancelling said 1952-A bond; providing that the Series 1952-B bonds herein authorized shall not be refunded and no additional bonds shall be issued on a parity therewith unless the owners and holders of all the then outstanding Series 1952-B bonds have consented thereto or unless all the Series 1952-B bonds then outstanding have been duly called for redemption in compliance with the right of prior redemption reserved to the college; providing that the holders of the aforesaid bonds shall not have the right to demand payment out of sources other than those specified; enacting other provisions incident and relating to the subject and purpose of this resolution; and providing that this resolution shall become effective immediately upon its passage and adoption."

WHEREAS, in accordance with the provisions of Article 2603c and Article 2909a, Vernon's Annotated Texas Civil Statutes 1925, as amended, the Board of Directors of Texas Technological College has the power to construct, manage and maintain gymnasias, athletic buildings and stadia; to issue bonds from time to time in such amount or amounts as it may consider necessary for the erection, completion and equipping of such gymnasias, athletic buildings and stadia, such bonds to be payable solely from the revenues to be derived from the operation thereof; to fix the form, contents and details of such bonds; and to do any and all things necessary and convenient to carry out the purpose of said statutes, including the power to refinance such bonds whenever such action is found by the Board to be necessary; and

WHEREAS, this Board, upon due investigation, has found and determined that it is feasible and desirable, for the benefit of the College, to issue revenue bonds in the amount, for the purposes, and under the terms hereinafter set forth, such bonds and interest thereon to be payable solely from the revenues to be derived from the operation of its athletic stadium and from activities, athletic events, and games in which the institution participates away from said institution, as well as at said institution, after deduction only of the reasonable cost of operating and maintaining said stadium and athletic activities, said bonds to be secured by a first lien on and pledge of the aforesaid revenues derived from said athletic stadium and other activities, together with all future extensions or additions thereto, or replacements thereof, acquired or to be acquired; and

WHEREAS, the College has now outstanding revenue bond indebtedness of the athletic stadium secured as aforesaid, represented by "Texas Technological College Athletic Stadium Revenue Bond, Series 1", dated May 1, 1947, due May 1, 1987, bearing interest at the rate of 5% per annum, in the principal sum of \$100,000, payable to Clifford B. Jones and wife, Mrs. Audrey Jones, Lubbock, Texas, jointly or severally, as authorized by resolution of this Board passed and adopted June 2, 1947, of record in Volume 2, of the Minutes of the Board of Directors, and which Bond was issued for the purpose of paying off, refunding, refinancing and cancelling an equal amount of the indebtedness of the athletic stadium secured as aforesaid; and

WHEREAS, the College further has outstanding revenue bond indebtedness of the athletic stadium secured as aforesaid represented by "Texas Technological College Athletic Stadium Revenue Bonds, Series 2", dated May 1, 1947, Numbers 51 to 125, inclusive, in denomination of \$1,000 each, due May 1, 1967, bearing interest at the rate of 3% per annum, issued for the purpose of further improving, enlarging, extending and equipping the athletic stadium, authorized by the aforesaid resolution of the Board of Directors, passed and adopted June 2, 1947, of record in Volume 2, of the Minutes of the Board of Directors; and

WHEREAS, the aforesaid \$100,000 Series 1 Bond was issued pursuant to an agreement between the Board of Directors of Texas Technological College and Clifford B. Jones and wife, Mrs. Audrey Jones, as set forth in the aforesaid authorizing resolution, stipulating that the interest thereon should be paid to said parties so long as both are alive, and that at the death of either, such interest should be paid to the survivor, and that upon the death of the survivor, the bond should be surrendered to Texas Technological College, in accordance with that certain escrow agreement dated May 1, 1947, by and between the aforesaid parties and The Lubbock National Bank, Lubbock, Texas, and that upon surrender, said bond should be cancelled without payment of principal or further interest; and

WHEREAS, each of the aforesaid parties to said escrow agreement have now agreed and consented to the issuance of all of the bonds herein authorized and to ratably secure the same by a first lien on

and pledge of the revenues to be derived from the operation of the said stadium and other activities as aforesaid, in such manner that no one bond shall have priority of lien over any other bond of the entire amount authorized, and have further agreed and consented to the substitution of the bond herein authorized to be issued to Clifford B. Jones and wife, Mrs. Audrey Jones for the bond heretofore issued to them, as aforesaid, and now held under the terms of the aforementioned escrow agreement; and

WHEREAS, the Board of Directors has found and determined that it is feasible, practical and desirable to refinance the aforesaid \$100,000 Series 1 Bond as well as \$75,000 outstanding "Texas Technological College Athletic Stadium Revenue Bond, Series 2", dated May 1, 1947, Numbers 51 to 125, inclusive, in denomination of \$1,000 each, bearing interest at the rate of 3% per annum, and also to issue \$200,000 Athletic Stadium Revenue Bonds for the purpose of further improving, enlarging, extending and equipping said athletic stadium under the terms and conditions hereinafter set forth and prescribed, therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TEXAS TECHNOLOGICAL COLLEGE.

SECTION 1: That in order to borrow the sum of \$175,000 for the purpose of paying off, refunding, refinancing and cancelling the existing indebtedness of the athletic stadium of Texas Technological College, known as "Texas Technological College Athletic Stadium Revenue Bond, Series 1", dated May 1, 1947, due May 1, 1987, bearing interest at the rate of 5% per annum, in the principal sum of \$100,000; and for the purpose of paying off, refunding, refinancing and cancelling the existing indebtedness of the athletic stadium of Texas Technological College, known as "Texas Technological College Athletic Stadium Revenue Bonds, Series, 2", dated May 1, 1947, due May 1, 1967, bearing interest at the rate of 3% per annum, being Bond Numbers 51 to 125, inclusive, of said issue, in denomination of \$1,000 each, aggregating the principal sum of \$75,000; and for the additional purpose of further improving, enlarging, extending and equipping the College's Athletic Stadium at a cost of not exceeding \$200,000, the Board of Directors

of Texas Technological College, by virtue of authority of law, have determined to provide for two series of revenue bonds to be designated "TEXAS TECHNOLOGICAL COLLEGE ATHLETIC STADIUM REVENUE BOND, SERIES 1952-A", in the principal sum of \$100,000 and "TEXAS TECHNOLOGICAL COLLEGE ATHLETIC STADIUM REVENUE BONDS, SERIES 1952-B", aggregating the principal sum of \$275,000, said Series 1952-A Bond being payable as to interest and said Series 1952-B bonds being payable as to both principal and interest solely from and secured by a first lien on and pledge of the revenues to be derived from the operation of said athletic stadium and from activities, athletic events and games in which such institution participates away from said institution, as well as at said institution, after deduction only of the reasonable cost of operating and maintaining said stadium and athletic activities, the bonds of both series to be ratably secured in such manner that no one bond of either series shall have priority of lien over any other bond of either series.

SECTION 2: That the bond to be known as "TEXAS TECHNOLOGICAL COLLEGE ATHLETIC STADIUM REVENUE BOND, SERIES 1952-A" shall be dated May 1, 1952, shall be in the denomination of ONE HUNDRED THOUSAND DOLLARS (\$100,000), shall mature May 1, 1987, and shall bear interest at the rate of FIVE PER CENTUM (5%) per annum, payable November 1, 1952, and semi-annually thereafter on May 1st and November 1st in each year until maturity of said bond, except as hereinafter provided. The said interest on said bond shall be payable to Clifford B. Jones and wife, Mrs. Audrey Jones, jointly, so long as both of them are alive and at the death of either, said interest will be paid to the survivor; that at the death of the survivor, the bond will be surrendered to Texas Technological College, in accordance with that certain escrow agreement entered into between the parties above mentioned and THE LUBBOCK NATIONAL BANK, Lubbock, Texas, as of the 1st day of May, 1952, providing that when so surrendered, the interest on said bond shall no longer be paid and said bond shall be cancelled without payment of any principal; and that the interest on said bond shall be payable in lawful money of the United States of America without exchange or collection charges at THE LUBBOCK NATIONAL BANK, Lubbock, Texas.

SECTION 3: That the owners and holders of said Series 1952-A bond shall never have the right to demand payment out of any funds raised or to be raised by taxation or out of any funds other than those herein specifically provided.

SECTION 4: That the owners and holders of the aforementioned Series 1 bond, dated May 1, 1947, who are to become the owners and holders of the Series 1952-A bond herein provided to be issued, have consented and agreed that the Series 1952-B bonds herein authorized may be refunded and additional bonds may be issued in the future on a parity with said Series 1952-A bond without their consent, and without the necessity of paying off, refunding, refinancing, or cancelling said Series 1952-A bond, and accordingly, said Series 1952-A bond shall be authorized and issued upon such condition which shall be stipulated therein.

SECTION 5: That said 1952-A bond shall be signed by the Chairman of the Board of Directors, attested by the Secretary, and shall have impressed thereon the corporate seal of said Board. The interest coupons to be attached to said bond shall be executed by the lithographed or printed facsimile signature of said Chairman and Secretary and shall have the same effect as if said interest coupons had been signed by said officers individually.

SECTION 6: That said Series 1952-A bond shall be substantially in the following form:

UNITED STATES OF AMERICA

STATE OF TEXAS

COUNTY OF LUBBOCK

TEXAS TECHNOLOGICAL COLLEGE ATHLETIC STADIUM
REVENUE BOND, SERIES 1952-A

\$100,000

FOR VALUE RECEIVED, the Board of Directors of Texas Technological College, for and on behalf of Texas Technological College, Lubbock, Texas, hereby acknowledges that it is indebted to and promises to pay to Clifford B. Jones, and wife, Mrs. Audrey Jones, Lubbock, Texas, jointly or severally, as hereinafter stated, the sum of

ONE HUNDRED THOUSAND DOLLARS

(\$100,000), on May 1, 1987, in lawful money of the United States of America, and to pay interest thereon from the date hereof at the rate of 5% per annum, payable November 1, 1952, and semiannually thereafter on May 1st and November 1st in each year, upon presentation and surrender of coupons hereto appertaining as they severally become due; said interest being payable at THE LUBBOCK NATIONAL BANK, LUBBOCK, TEXAS, without exchange or collection charges to the owners and holders, and the said College is hereby held and firmly bound to apply the pledged appropriated revenues of its Athletic Stadium, including revenues to be derived from activities, athletic events and games in which said institution participates away from said institution, as well as at said institution, to the prompt payment of the interest hereon at maturity, as herein provided.

THIS BOND is one of two Series of bonds, dated May 1, 1952, issued in the aggregate principal amount of \$375,000, constituting special obligations of the Board of Directors of Texas Technological College, and together with that series known as "Texas Technological College Athletic Stadium Revenue Bonds, Series 1952-B", dated May 1, 1952, aggregating in amount \$275,000, are obligations payable from and ratably and equally secured by a first lien on and pledge of the revenues aforesaid so that no bond of either series shall have priority of lien or payment over any other bond of either series.

THIS BOND is issued for the purpose of paying off, refunding, refinancing and cancelling the existing indebtedness of the athletic stadium of Texas Technological College, known as "Texas Technological College Athletic Stadium Revenue Bond, Series 1", dated May 1, 1947, due May 1, 1987, bearing interest at the rate of 5% per annum, in the principal sum of \$100,000, the obligations thereof being payable solely from the "ATHLETIC STADIUM REVENUE BOND FUND" of said College created for that purpose, all as provided by the laws of the State of Texas, and pursuant to a resolution passed by the Board of Directors of Texas Technological College, adopted on the 19th day of April, 1952, and duly recorded in the Minutes of said Board.

THE HOLDER hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation,

or out of any funds other than those herein specifically provided.

IT IS HEREBY DECLARED AND REPRESENTED that in issuing this bond, the Board of Directors of Texas Technological College covenants that so long as said bond remains outstanding and unredeemed (1) the said Stadium and Athletic Department will be maintained and operated efficiently, and (2) that the gross charges for the use of said Stadium and for admission to the various athletic events shall at all times be sufficient to pay the reasonable cost of operation and maintenance of the Stadium and Athletic Department, and to pay the interest on said bond as the same becomes due.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to be done precedent to and in the issuance of this bond have been properly done, have happened and have been performed in regular and due time, form and manner as required by the laws of the State of Texas, and the resolution hereinabove mentioned; that this bond does not exceed any constitutional or statutory limitation; and that provision has been made for the payment of the interest on this bond by irrevocably pledging the revenues specified herein.

IT IS EXPRESSLY UNDERSTOOD AND AGREED between the Board of Directors and Clifford B. Jones and wife, Mrs. Audrey Jones, that the interest on this bond will be paid to the said Clifford B. Jones and Mrs. Audrey Jones, jointly, so long as both of them are alive, and that at the death of either, the interest will be paid to the survivor; that at the death of the survivor, this bond will be surrendered to Texas Technological College in accordance with that certain escrow agreement entered into between the parties above mentioned and THE LUBBOCK NATIONAL BANK, Lubbock, Texas, as of the 1st day of May, 1952, providing that upon the death of both of the present holders hereof, said interest shall no longer be paid on said bond, and that this bond will be surrendered to the College for cancellation without payment of any principal.

IT IS FURTHER expressly understood and agreed between each and all of the aforesaid parties, that the Series 1952-B bonds, hereinabove referred to, as also constituting a first lien on and pledge of the aforementioned revenues, may be refunded and additional bonds may be issued on a parity with this Series 1952-A bond in the future without the consent of the owners and holders hereof and without the necessity of paying off, refunding, refinancing or cancelling this Series 1952-A bond.

IN TESTIMONY WHEREOF, the Board of Directors of the Texas Technological College, has caused this bond to be signed by its Chairman and attested by its Secretary, and sealed with the corporate seal of said Board, and has caused the annexed coupons to be executed by the lithographed or printed facsimile signatures of said Chairman and Secretary, the date of this bond in conformity with the resolution hereinabove mentioned being the first day of May, 1952.

Chairman

ATTEST:

Secretary

SECTION 7: That the interest coupons attached to this bond shall be substantially as follows:

ON THE _____ DAY OF _____, \$ _____
19_____,

the Board of Directors of Texas Technological College, Lubbock, Texas, hereby promises to pay to Clifford B. Jones and wife, Mrs. Audrey Jones, out of the funds specified in the bond to which this coupon is attached, and in lawful money of the United States of America, at THE LUBBOCK NATIONAL BANK, LUBBOCK, TEXAS, without exchange or collection charges to the owner or holders, the sum of

-----DOLLARS

(\$ _____), said sum being _____ months' interest due that day on "TEXAS TECHNOLOGICAL COLLEGE ATHLETIC STADIUM REVENUE BOND, SERIES 1952-A", dated May 1, 1952.

THE HOLDER hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation, or otherwise than stated in the bond to which this coupon pertains.

Secretary

Chairman

SECTION 8: That the following certificate in substance shall be printed on the back of each bond:

THE STATE OF TEXAS

OFFICE OF THE COMPTROLLER

REGISTER NO. _____

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this bond has been examined by him as required by law, and that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding special obligation of the Board of Directors of Texas Technological College, and said bond has this day been registered by me.

WITNESS MY HAND and seal of office, at Austin, Texas, this the

Comptroller of Public Accounts of
the State of Texas.

SECTION 9: That the aforesaid bonds to be known as "TEXAS TECHNOLOGICAL COLLEGE ATHLETIC STADIUM REVENUE BONDS, SERIES 1952-B", shall be dated May 1, 1952, shall be numbered consecutively from One (1) to Two Hundred Seventy-five (275), both inclusive, shall be in denomination of One Thousand Dollars (\$1,000) each, aggregating the principal sum of TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$275,000) and mature in accordance with the following schedule:

<u>BOND NUMBERS</u> <u>(All Inclusive)</u>	<u>MATURITY DATES</u>	<u>AMOUNTS</u>
1 to 5	May 1, 1953	\$ 5,000
6 to 10	May 1, 1954	5,000
11 to 15	May 1, 1955	5,000
16 to 20	May 1, 1956	5,000
21 to 25	May 1, 1957	5,000
26 to 35	May 1, 1958	10,000
36 to 45	May 1, 1959	10,000
46 to 55	May 1, 1960	10,000
56 to 65	May 1, 1961	10,000
66 to 75	May 1, 1962	10,000
76 to 92	May 1, 1963	17,000
93 to 110	May 1, 1964	18,000
111 to 128	May 1, 1965	18,000
129 to 147	May 1, 1966	19,000

<u>BOND NUMBERS</u> <u>(All Inclusive)</u>	<u>MATURITY DATES</u>	<u>AMOUNTS</u>
148 to 167	May 1, 1967	\$20,000
168 to 187	May 1, 1968	20,000
188 to 208	May 1, 1969	21,000
209 to 230	May 1, 1970	22,000
231 to 252	May 1, 1971	22,000
253 to 275	May 1, 1972	23,000

PROVIDED, HOWEVER, that the Board of Directors reserves the right to redeem the aforesaid bonds Numbers 66 to 75, inclusive, maturing May 1, 1962, in whole or in part on May 1, 1953, or on any interest payment date thereafter; Bonds Numbers 56 to 65, inclusive, on May 1, 1954, or on any interest payment date thereafter; Bonds Numbers 46 to 55, inclusive, on May 1, 1955, or on any interest payment date thereafter; Bonds Numbers 36 to 45, inclusive, on May 1, 1956, or on any interest payment date thereafter; Bonds Numbers 26 to 35, inclusive, on May 1, 1957, or on any interest payment date thereafter; at par and accrued interest to date of redemption. The said Board of Directors further reserves the right to redeem Bonds Numbers 76 to 275, both inclusive, maturing on May 1st in each of the years 1963 to 1972, both inclusive, in whole or in part on May 1, 1957, or on any interest payment date thereafter to and including November 1, 1961, at 102 and accrued interest and on May 1, 1962, or on any interest payment date thereafter, at par and accrued interest; PROVIDED, FURTHER, that if less than all of any amount of bonds that may be redeemed as aforesaid are called for redemption, same shall be called and redeemed in inverse numerical order; PROVIDED FURTHER, that at least thirty (30) days prior to any redemption date, a notice of intention, signed by the Secretary of the Board (specifying the serial numbers and amount of bonds to be redeemed) shall be filed with the CITIZENS NATIONAL BANK, LUBBOCK, TEXAS, (the paying agent named in each of said bonds) and should any bond not be presented for redemption, pursuant to such notice, the same shall cease to bear interest from and after the date so fixed for redemption.

SECTION 10: That the said "TEXAS TECHNOLOGICAL COLLEGE ATHLETIC STADIUM REVENUE BONDS, SERIES 1952-B" shall bear interest from date until paid at the following rates per annum, that is to say --

(a) Bonds Numbered 1 to 75, both inclusive, (maturing on May 1st in each of the years 1953 to 1962, both inclusive) shall bear interest at the rate of THREE PER CENTUM (3%) per annum; and

(b) Bonds Numbered 75 to 275, both inclusive, (maturing on May 1st in each of the years 1963 to 1972, both inclusive) shall bear interest at the rate of THREE AND ONE-HALF PER CENTUM (3-1/2%) per annum;

such interest to be evidenced by proper coupons attached to each of said bonds and said interest shall be payable on November 1, 1952, and semi-annually thereafter, on May 1st and November 1st in each year.

SECTION 11: That both principal and interest of said Series 1952-B bonds shall be payable in lawful money of the United States of America, without exchange or collection charges to the owners or holders at the CITIZENS NATIONAL BANK, LUBBOCK, TEXAS, upon presentation and surrender of the bonds or proper coupons.

SECTION 12: That each of said Series 1952-B bonds shall be signed by the Chairman of the Board of Directors, attested by the Secretary, and shall have impressed thereon the corporate seal of said Board. The interest coupons attached to said bonds shall be executed by the lithographed or printed facsimile signatures of said Chairman and Secretary, and shall have the same effect as if said interest coupons had been signed by said officers individually.

SECTION 13: That the owners and holders of said Series 1952-B bonds shall never have the right to demand payment of either principal or interest out of any funds raised or to be raised by taxation or out of any funds raised or to be raised by taxation or out of any funds other than those herein specifically provided.

SECTION 14: That for the benefit of the holders of the Series 1952-B bonds, the Board of Directors covenants and agrees that the said Series 1952-B bonds herein authorized may not be refunded nor may additional bonds be issued in the future on a parity therewith unless all owners and holders of the said Series 1952-B bonds then outstanding consent thereto or unless all of said bonds then outstanding have been duly called for redemption in accordance with the provisions hereof relating thereto.

SECTION 15: That the Series 1952-B bonds shall be substantially in the following form:

NO. _____ UNITED STATE OF AMERICA \$1,000.00

STATE OF TEXAS

COUNTY OF LUBBOCK

TEXAS TECHNOLOGICAL COLLEGE ATHLETIC STADIUM
REVENUE BONDS, SERIES 1952-B

FOR VALUE RECEIVED, the Board of Directors of Texas Technological College, for and on behalf of Texas Technological College, Lubbock, Texas, hereby acknowledges that it is indebted to and promises to pay to bearer, as hereinafter stated, the sum of

ONE THOUSAND DOLLARS

(\$1,000) on the 1st day of May, 19____, in lawful money of the United States of America, without exchange or collection charges to the owners and holders, and to pay interest thereon from date until paid at the rate of _____ PER CENTUM (____%) per annum, payable on November 1, 1952, and semi-annually thereafter on May 1st and November 1st in each year, upon presentation and surrender of the coupons hereto appertaining, as they severally become due.

BOTH PRINCIPAL and interest shall be payable at the CITIZENS NATIONAL BANK, Lubbock, Texas, and the said College is hereby held and firmly bound to apply the pledged appropriated revenues of its athletic stadium, including revenue to be derived from activities, athletic events, and games in which said institution participates away from said institution, as well as at said institution, to the prompt payment of principal and interest of this bond at maturity, and to pay said principal and interest as same matures.

THIS BOND is one of two series of bonds dated May 1, 1952, issued in the aggregate principal amount of \$375,000, constituting special obligations of the Board of Directors of Texas Technological College, and together with that series known as "Texas Technological College Athletic Stadium Revenue Bond, Series 1952-A", dated May 1, 1952 in the principal sum of \$100,000, are obligations payable from and ratably and equally secured by a first lien on and pledge of the revenues aforesaid so that no bond of either series shall have priority of lien or payment over any other bond of either series.

THIS BOND is one of a series of bonds of like tenor and effect, except as to number, right of prior redemption, rate of interest, and maturity, aggregating the principal amount of TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$275,000), numbered consecutively from One (1) to Two Hundred Seventy-five (275), both inclusive, in denomination of ONE THOUSAND DOLLARS (\$1,000) each, issued for the purpose of paying off, refunding, refinancing, and cancelling Seventy-five Thousand Dollars (\$75,000) of the outstanding indebtedness of the College's athletic stadium, as evidenced by Bonds known as "Texas Technological College Athletic Stadium Revenue Bonds, Series 2", dated May 1, 1947, and for the purpose of further improving, enlarging, extending and equipping the College's athletic stadium, at a cost of not exceeding \$200,000; all as provided by the laws of the State of Texas, and pursuant to a resolution passed by the Board of Directors of Texas Technological College on the 19th day of April, 1952, and duly recorded in the Minutes of said Board.

AS PROVIDED in the resolution hereinabove mentioned, the Board of Directors reserves the right to redeem bonds of this series at par and accrued interest to date of redemption, as follows: Bonds Numbers 66 to 75, inclusive, maturing May 1, 1962, in whole or in part on May 1, 1953, or on any interest payment date thereafter; Bonds Numbers 56 to 65, inclusive, on May 1, 1954, or on any interest payment date thereafter; Bonds Numbers 46 to 55, inclusive, on May 1, 1955, or on any interest payment date thereafter; Bonds Numbers 36 to 45, inclusive, on May 1, 1956, or on any interest payment date thereafter; Bonds Numbers 26 to 35, inclusive, on May 1, 1957, or on any interest payment date thereafter. The said Board of Directors further reserves the right to redeem Bonds Numbers 76 to 275, both inclusive, maturing on May 1st in each of the years 1963 to 1972, both inclusive, in whole or in part on May 1, 1957, or on any interest payment date thereafter to and including November 1, 1961, at 102 and accrued interest, and on May 1, 1962, or on any interest payment date thereafter at par and accrued interest. PROVIDED FURTHER, that if less than all of the amount of bonds that may be redeemed as aforesaid are called for redemption, same shall be called and redeemed in inverse numerical order; and PROVIDED FURTHER, that at least thirty (30) days prior to any redemption

date, a notice of intention, signed by the Secretary of the Board, (specifying the serial numbers and amount of bonds to be redeemed) shall be filed with the CITIZENS NATIONAL BANK, Lubbock, Texas, and should any bond not be presented for redemption pursuant to such notice, the same shall cease to bear interest from and after the date so fixed for redemption.

THE HOLDER hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation or out of any funds other than those herein specifically provided.

IT IS HEREBY DECLARED AND REPRESENTED that in issuing this bond and the series of which it is a part, the Board of Directors of Texas Technological College covenants that so long as said bonds or any of said series remain outstanding and not redeemed, the said stadium and athletic department will be maintained and operated efficiently and that the gross charges for the use of said stadium and for admission to various athletic events, shall at all times be sufficient to pay the reasonable cost of operation and maintenance of the stadium and athletic department, and to pay the interest on said bonds as same becomes due.

IT IS FURTHER CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to be done precedent to and in the issuance of this bond have been properly done, have happened, and have been performed in regular and due time, form and manner as required by the laws of the State of Texas, and the resolution hereinabove mentioned; that this bond does not exceed any Constitutional or statutory limitations; and that provision has been made for the payment of the principal and interest of this bond and the series of which it is a part by irrevocably pledging the revenues specified herein.

IN TESTIMONY WHEREOF, the Board of Directors of Texas Technological College has caused this bond to be signed by its Chairman and attested by its Secretary, and sealed with the corporate seal of said Board, and has caused the annexed coupons to be executed by the lithographed or printed facsimile signatures of said Chairman and Secretary, the date of this bond, in conformity with the resolution hereinabove mentioned, being the 1st day of May, 1952.

ATTEST:

Chairman

Secretary

SECTION 16: That the interest coupons attached to this bond shall be substantially as follows:

NO. _____ ON THE _____ DAY OF _____, 19____, \$ _____

the Board of Directors of Texas Technological College, Lubbock, Texas, hereby promises to pay to bearer, out of the funds specified in the bond to which this coupon is attached, and in lawful money of the United States of America, at the CITIZENS NATIONAL BANK, Lubbock, Texas, without exchange or collection charges to the owner or holders, the sum of

-----DOLLARS

(\$ _____), said sum being _____ months' interest due that day on "TEXAS TECHNOLOGICAL COLLEGE ATHLETIC STADIUM REVENUE BONDS, SERIES 1952-B", dated May 1, 1952.

THE HOLDER hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation, or otherwise than stated in the bond to which this coupon pertains.

Secretary

Chairman

SECTION 17: That the following certificate in substance shall be printed on the back of each bond:

THE STATE OF TEXAS

OFFICE OF COMPTROLLER

REGISTER NO. _____

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this bond has been examined by him as required by law, and that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding special obligation of the Board of Directors of Texas Technological College, and said bond has this day been registered by me.

WITNESS MY HAND and seal of office, at Austin, Texas, this
the _____.

Comptroller of Public Accounts of
the State of Texas.

SECTION 18: That so long as any of the bonds herein authorized, or any interest coupons pertaining thereto, or any interest thereon, shall be outstanding and unpaid, the Board of Directors of said

College shall fix and maintain rates and collect charges, including admission charges to all athletic contests held in the college's stadium, and all other charges arising therefrom including charges for concession privileges, which, together with the revenues from all athletic activities, events and games in which said institution participates, away from said institution, as well as at said institution will provide sums at all times sufficient --

First: To pay all necessary and reasonable costs of operating and maintaining said athletic stadium and athletic events.

Second: To establish and maintain the "Athletic Stadium Revenue Bond Fund" hereinafter created for the payment of the principal and interest herein prescribed to be paid in connection with the Series 1952-A and Series 1952-B bonds hereby authorized as such principal and interest shall fall due and mature.

It shall be the policy of the Board of Directors to use any and all revenues derived as aforesaid and not required to satisfy the above two purposes in the redemption, cancellation and retirement of the Series-B bonds herein authorized, pursuant to the provisions hereof reserving to the Board the right to redeem and discharge such bonds prior to their stated maturities.

SECTION 19: That as received all revenues derived as aforesaid shall first be deposited in an account designated "Athletic Stadium Revenue Fund", kept separate and apart from all other funds or account, with the College's official depository, the Citizens National Bank, Lubbock, Texas, and such fund is hereby irrevocably pledged and appropriated in the full amount required to meet and discharge the two purposes above named in the order of precedence shown.

SECTION 20. That a Special Bond Fund, which is hereby created and designated "Athletic Stadium Revenue Bond Fund", shall be set aside and provided out of the net income and revenues to be derived as aforesaid, after deduction of all necessary and reasonable costs of operating and maintaining the said Stadium and athletic activities, and which Special Bond Fund shall be maintained and used only for payment of principal and interest on the bonds herein provided in accordance with their terms. The Citizens National Bank, the College's official depository is designated as custodian of said Special Bond Fund.

To create said Special Fund there is hereby irrevocably pledged and ordered to be set aside such amount of the net income and revenues, to be derived as aforesaid, as shall be sufficient at all times to promptly pay the principal and/or interest pertaining to said Series 1952-A and Series 1952-B bonds when and as such principal and/or interest matures in accordance with this resolution. The Board of Directors hereby especially covenants and agrees that out of the aforesaid revenues and income to be deposited in the "Athletic Stadium Revenue Bond Fund", in compliance with the provisions hereof pertaining thereto, it will, as soon as such amounts are available, duly and punctually cause to be deposited in the said Special Bond Fund, hereby created --

(a) The amount of interest due each year on the Series 1952-A bond.

(b) The amount of both principal and interest due each year on the Series 1952-B bonds.

AND IN ADDITION to the aforesaid deposits the said Special Bond Fund shall contain a reserve and to establish said reserve there shall be paid into said fund the following additional amounts:

(a) An amount sufficient to pay one year's interest on the Series 1952-A bond in advance as a reserve for use in meeting the requirements of said Series 1952-A bonds, if needed therefor.

(b) The amount of \$30,000 as a reserve for use in meeting the requirements of the Series 1952-B bonds, if needed therefor, which said amount shall be provided and accumulated for such purpose by depositing in said Special Bond Fund the sum of \$13,750 prior to May 1, 1953; and the sum of \$13,750 prior to May 1, 1954; and the sum of \$2,500 prior to May 1, 1955.

It is hereby declared to be the purpose and intent of the Board and it so covenants that the aforesaid reserve portion of said Special Bond Fund shall provide the prescribed amounts which shall be in addition to all amounts needed to pay and discharge the principal and interest of the bonds herein authorized as due and that said reserve shall be maintained in the prescribed amounts and that said

Special Bond Fund shall be supplemented continuously as necessary to maintain said reserve (1) until all of said Series 1952-B bonds, together with the interest thereon have been fully paid and discharged (either at maturity or under the option of prior redemption reserved to the college) and the Series 1952-A bond has been surrendered and cancelled in accordance with its terms, or (2) until such time as the Special Bond Fund, including the reserve portion thereof, shall contain amounts equal to the total interest and principal of said bonds then outstanding at final maturity. In the event the income and revenues, aforesaid, are insufficient in any year to permit the required deposits then the amounts of any deficiencies shall be added to the amount required to be deposited in said fund in the next year until all deficiencies are rectified.

SECTION 21: The Secretary of the Board of Directors is hereby authorized and directed to arrange for the withdrawal from the aforesaid Special Bond Fund of the amounts required to meet each interest and/or principal maturity of the bonds herein authorized and to provide such amounts at the paying agent designated in said bonds at least thirty (30) days prior to the maturity of such interest and/or principal.

SECTION 22: The Board of Directors further covenants by and through this resolution as follows:

(a) That the two series of revenue bonds herein authorized shall be special obligations of Texas Technological College and the holders shall never have the right to demand payment out of funds raised, or to be raised by taxation, or from any other source not herein designated;

(b) That it has the lawful power to pledge the revenues supporting these two series of bonds and has lawfully exercised said power under the laws of the State of Texas and that all bonds issued hereunder shall be ratably secured under the aforesaid pledge of income and revenues in such manner that no one bond shall have preference over any other bond of the entire issue; and

(c) That other than for the payment of the bonds herein authorized, the income and revenues of the Athletic Stadium and other athletic activities have not been in any manner pledged to the payment of any debt or obligation, and that said Stadium and activities are free and clear of all encumbrances whatsoever.

SECTION 23: Subject to the provisions of Section 4 and 14 of this resolution, the Board of Directors agrees that while any of the bonds herein authorized are outstanding the Board of Directors shall not issue any additional bonds payable from the revenues of the Athletic Stadium and athletic activities unless a lien of such bonds is made junior and subordinate in all respects to the lien of the bonds authorized by this resolution. These provisions shall inure to the benefit of and be enforceable by any holder of the bonds.

SECTION 24: The College, through its Board of Directors, shall maintain the Athletic Stadium in good condition and operate the same in an efficient manner and at a reasonable cost, and so long as any of the bonds are outstanding the College, through its Board, shall keep such properties properly insured against loss by fire, hail, flood and/or tornado in solvent company or companies authorized to transact such business in the State of Texas. In the event any property connected with said Athletic Stadium is damaged or destroyed by fire, hail, flood and/or tornado, the money received by reason of such loss or damage shall be expended either in restoring the property or shall be paid into the Special Fund herein provided for the redemption of the bonds and interest herein authorized.

SECTION 25: The Board of Directors, on behalf of the College, agrees that it will maintain a complete system of records and accounts pertaining to the operation of its athletic stadium and athletic activities (separate from all other records and accounts) in which complete and correct entries shall be made of the transactions relating to such properties and activities. The Board will cause an audit of such records to be made at the close of each fiscal year and will furnish copies thereof to any holder of the revenue bonds herein authorized

upon his written request therefor.

SECTION 26: That the sale of the Series B bonds herein authorized to CENTRAL INVESTMENT COMPANY OF TEXAS, DALLAS, TEXAS, at the price of par and accrued interest to date of delivery is hereby confirmed.

SECTION 27: That it shall be the duty of the Chairman of the Board of Directors to submit the record of proceedings pertaining to the issuance of these bonds to the Attorney General of the State of Texas for his approval, and thereafter to have them registered by the Comptroller of the State of Texas, and said Chairman shall have charge of all records and proceedings pending their approval, as aforesaid.

The above resolution having been read, the motion of Director Benson for its passage was duly seconded by Director Abbott. Thereupon, the question being called for, the Chairman put the motion to a vote of the members of the Board of Directors and the motion carried by all members present voting "AYE", and none voting "NO".

The Chairman declared the motion carried and the resolution passed, and the Secretary was instructed to record the same in the Minutes of the Board.

WITNESS THE SIGNATURES OF THE MEMBERS OF THE BOARD OF DIRECTORS OF TEXAS TECHNOLOGICAL COLLEGE this the 19th day of April, 1952.

Chas. C. Thompson
Chairman, Board of Directors

George Benson

Thomas F. Abbott, Jr.

Raymond Pfluger

Leon Ince

C. E. Weymouth

Robert B. Price

Chas. W. Wooldridge

CERTIFICATE OF SECRETARY

THE STATE OF TEXAS |
|
COUNTY OF LUBBOCK |

TEXAS TECHNOLOGICAL COLLEGE

I, the undersigned, Secretary of the Board of Directors of Texas Technological College, Lubbock, Texas, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the Board of Directors on the 19th day of April, 1952, authorizing the issuance of \$375,000 "TEXAS TECHNOLOGICAL COLLEGE ATHLETIC STADIUM REVENUE BONDS, SERIES 1952-A and Series 1952-B", dated May 1, 1952, (and Minutes pertaining to its adoption), at a regular session of said Board of Directors, eight members thereof being present and in attendance, and which resolution is of record in Volume Two of the Minutes of said Board of Directors.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of the Board of Directors of said College, this the 19th day of April, 1952.

W. T. Gaston
Secretary, Board of Directors,
Texas Technological College,
Lubbock, Texas

(Seal)

DEPARTMENT OF DEFENSE NEGOTIATED CONTRACT

Department of the Air Force, Contract No. AF 41(609)-47

ISSUING OFFICE: Purchasing and Contracting Division, Building 171,
Brooks Air Force Base, Texas.

CONTRACTOR: Texas Technological College, Lubbock, Texas.

CONTRACT FOR: Instructions in Personnel Management for members of
USAF Reserve (Inactive), amount \$1,800.00.

PURCHASE REQUEST NO. 52-29.

SERVICES: Non-personal covering instruction in Personnel Manage-
ment to be given members of USAF Reserve (Inactive)
at Texas Technological College.

PAYMENT will be made by Finance Officer, Brooks Air Force Base, Texas.

INVOICE will be mailed to Contracting Officer, Building 171, Brooks Air
Force Base, Texas.

AUTHORITY: Ltr Hq ConAC, DO 353 Subject: Contract School Training
for Reservists on Inactive Duty, 3 Aug 51; and ltr Hq
ConAC, O&T 353, Subject: Contract School Training for
Reservists, 17 Sept 1951

5723400

262-7011

P443-07

S41-609

SPECIAL CONDITIONS

1. Term of Contract

a. Period: All services to be furnished hereunder shall be per-
formed commencing 3 April 1952 and continuing for 24 weeks. Each
student will receive $2\frac{1}{2}$ hours of instruction per week on Thursdays,
a total of 60 academic hours. Instruction lost due to a national
holiday will extend the course one (1) additional period.

2. Description of Services

a. The Contractor will furnish equipment and other training materials
(books) required for use by the student.

b. Adequate space shall be provided by Texas Technological College,
Lubbock, Texas, for classrooms which will be properly lighted, heated,
and ventilated.

c. No requirement will exist for office space for supervisory AF
personnel. The monitoring of the instruction will be accomplished
by periodic visits to institution by personnel of Headquarters,
Fourteenth Air Force. Contract is required to maintain student
records of attendance and student progress.

d. Contractor will maintain an overall student to instructor ratio
not to exceed 25 students for laboratory instruction and 50 students
to one instructor for classroom instruction.

3. Payment and Invoices

a. The amount to be paid by the Government for services rendered here-
under shall include:

- (1) Cost per hour of instruction \$.60.
- (2) Course will run from 3 April 1952 through 24 weeks.
- (3) Each student will receive $2\frac{1}{2}$ hours of instruction per
week. (1930-2200 hrs)

b. Contractor warrants that the above rates as stated hereunder do
not exceed the rates being charged others enrolled for similar
instructions.

c. Contractor shall be paid in lump sum at the completion of course.

d. Invoices shall be submitted in quadruplicate, the original of which shall be signed by such representative or representatives of the contractor as shall be authorized by the contract, and which shall contain thereon the following certificate:

"I certify that the charges stated herein are correct and just and that payment therefore has not been received."

e. Invoices shall be mailed to the attention of the office designated elsewhere herein for forwarding to Finance Officer designated to make payment hereunder.

f. Payment hereunder shall not be made in advance of services rendered.

g. Upon withdrawal from course the contractor will be paid actual hours of instruction received by the student.

h. A minimum guarantee overall payment of \$900.00 based on average attendance of twenty-five (25) students for entire course.

Course of instruction in Personnel Management for fifty (50) USAF Reservists (Inactive).

3,000 hours at \$.60 per hour - - - - - \$1,800.00

Cost per individual student \$36.00. All material and facilities to be furnished by College.

BOARD MINUTES OF 4-19-52

Item 977 (P. 4)

"...The Board approved the plan as outlined in the TRUST DOCUMENT which provided for the establishment and maintenance of a Department of Americanism at Texas Technological College. A copy of the Trust Document is attached and made a part of these Minutes."

Board Minutes of 4-19-52
Item No. 977 (P. 4)

THE CHARLES ERNEST MAEDGEN FOUNDATION

A TRUST, exclusively for educational purposes is hereby created by C. E. MAEDGEN and wife, FLORENCE MAEDGEN, hereinafter sometimes called "Settlors", to be known as

THE CHARLES ERNEST MAEDGEN FOUNDATION

SECTION I.

THE TRUST ESTATE

Simultaneously with the execution and delivery hereof the Settlers are transferring, conveying and delivering the assets and property described in Exhibit A attached hereto and made a part hereof by reference, unto CHARLES ERNEST MAEDGEN, JR., MARY ELLIS MAEDGEN KEY and THE LUBBOCK NATIONAL BANK of Lubbock, Texas, as TRUSTEES, and such assets and property are hereby accepted by the trustees for the purpose set forth in this instrument. Settlers contemplate that other individuals may desire to use this instrument from time to time to give, convey, bequeath or devise funds and property to this Foundation for the educational purpose hereinafter specified, in which event said transfers may be kept entirely separate from the property herein transferred by Settlers. The trustees in their discretion may accept any gift, conveyance, bequest or devise for the educational purpose hereinafter specified, subject to such special conditions and provisions as the donor may establish, so long as same is practicable in the opinion of the trustees. Except to the extent that the conditions of the particular gift otherwise provide, every gift to this Foundation shall be governed by the provisions of this instrument; but anything in this instrument to the contrary notwithstanding, no gift, conveyance, bequest or devise of any funds or property of any character shall ever be accepted by this Foundation unless the administration, use and distribution of same is limited exclusively to the educational purpose hereinafter specified, and no principal or income of any gift shall ever be used, disbursed or distributed for any purpose other than set forth in this instrument. The trustees in their discretion may reject any gift which they deem unwise, undesirable and impracticable.

SECTION II.

IRREVOCABLE.

This trust shall be irrevocable and shall continue in perpetuity, or until final disposition of all of the assets and property comprising the corpus of the trust estate is made in accordance with the terms of this instrument.

SECTION III.

EXCLUSIVE PURPOSE.

(a) This trust is created and shall be administered and operated exclusively by the trustees for such charitable, scientific, literary, religious or educational purposes as they may select and approve, including by way of illustration, but not by limitation, the following:

(1) The establishment and maintenance of a Department of Americanism at Texas Technological College, Lubbock, Texas, which Department of Americanism shall teach and emphasize to a large portion, if not all, of the students of said college, both male and female (especially should Americanism be taught to those who make school teaching a profession), and to the public generally the American system of free enterprise and the inherent values of our American way of life, as well as those fundamental concepts of our founding fathers under which and by which this country has prospered to an amazing extent unknown elsewhere in the world. Said Department of Americanism shall teach in particular the sanctity of private property rights, the importance and necessity of morality in state and national government, the sanctity of the Constitutions of the State of Texas, and the United States of America and the Bill of Rights, the preservation of religious freedom and freedom of the press, the rights and dignity of the individual in contradistinction to any and all forms of state socialism or communism, socializing of business, professions or industry; the control of national government by the majority of the people of the United States, the encouragement of thrift and economy in government, as well as in individuals and the self respect and satisfaction to be found by all individuals in the opportunity, privilege and liberty afforded by the dignity of labor, whether mental or physical, to the end that those who toil and sacrifice may enjoy for themselves and their posterity the fruits of their labors.

(2) Such purposes as the governing body of McMurry College at Abilene, Texas may direct.

If at any time Texas Technological College at Lubbock, Texas, or McMurry College at Abilene, Texas, shall, in the sole and absolute discretion of the trustees, be found for any reason to be departing, with or without the approval of the administrative authorities of said colleges, from the true spirit of the concepts and directions as set forth in this section, or for any other reason whatsoever, then, in that event, said trustees shall withhold from said colleges all of the income and/or corpus of this Foundation and shall use and apply said income and corpus for any other such charitable, scientific, literary, religious, or educational purposes as they may select and approve.

(b) In event the funds which may be made available by the trustees in accordance with the provisions of subsection (a-1) above are not ample to provide for the services of a distinguished professor, well recognized for his complete loyalty to the United States of America and to the concepts of government and individual rectitude as herein indicated, the trustees may supplement such funds for said purpose by securing donations from individuals or other charitable foundations, or from such other sources as may be practicable and in any manner to them deemed advisable, to the end that said Department of Americanism be adequately financed and endowed.

SECTION IV.

GENERAL PROVISIONS.

(a) No part of the assets or property constituting from time to time a part of the trust estate shall be used for carrying on propaganda or otherwise attempting to influence legislation.

(b) Neither the Settlers nor any donor, nor any heir or next of kin of any of them, nor any trustee or relative of any trustee shall ever be a beneficiary of any part of the trust estate, nor shall any trustee or kinsman of any trustee ever become an employee of the trust estate. In no event or under any circumstances, shall any part of the estate, whether principal, income or accumulations, be distributed to or inure to the benefit of (1) any Settlor or donor, or his or her heirs or personal representatives; (2) any of the trustees or their successors; (3) in the event of the incorporation of any corporation hereunder, any shareholder, member, director, trustee or officer of such corporation; or (4) any corporation, association or trust, unless it be organized and operated exclusively for the educational purpose specified herein,

and unless no part of the net earnings of said corporation inures to the benefit of any stockholder, member, director, trustee, officer, or other person engaged in the management of its affairs.

(c) The trustees shall not receive any compensation for their services as such, except that The Lubbock National Bank, as trustee, may receive such fees or compensation as is normally charged for such services by trust institutions or corporations for the administration of similar trusts, such fees or compensation not to exceed five (5%) percent of receipts and disbursements. In the event of the death, resignation, failure, refusal or inability of Chas. E. Maedgen, Jr. and Mary Ellis Maedgen Key to act as Trustees, The Lubbock National Bank, its successors or assigns, may become the sole trustee, and in the event of the failure or inability of said bank to act as sole trustee, it may select and appoint a substitute corporate trustee; and any District Court of Lubbock County, Texas, upon proper application made therefor, may by decree appoint as sole trustee hereunder any trust corporation or national bank in the State of Texas possessing trust powers.

SECTION V.

POWERS OF TRUSTEES.

The trustees of the trust created under the terms of this instrument shall have and exercise and be subject to the following rights, powers, duties and responsibilities:

(a) General Investment and Management Powers.

The trustees shall have full power and authority to manage, handle, invest, reinvest, convert, reconvert, sell for cash or credit or for part cash or part credit, exchange, hold, dispose of, lease for any period of time, improve, repair, maintain, work, develop or operate all or any part of the funds, assets and property constituting from time to time any part of the Foundation; engage in and carry on any business or undertaking; borrow money, make purchases of assets or property for cash or credit, or for part cash or part credit; enter into contracts; execute obligations, negotiable and non-negotiable; vote shares of stock in person and by proxy; alone or with others to form, reorganize or extend the life of a corporation; exercise and perform any and all rights, privileges and powers inuring to the holder of any stock or securities constituting at any time a part of the foundation grant or lease or acquire rights or interests of any and every character in oil, gas and other minerals or any one or more of them, including, but not limited to, the power to make oil, gas and mineral leases and subleases covering one or more of said substances, or any interest or interests or right or rights therein, and to make mineral deeds and royalty transfers covering oil, gas and other minerals, or any one or more of them, or any interest or interests or right or rights therein, and to create, reserve and dispose of overriding royalties, oil payments, gas payments, and any one or more

of the foregoing, and to execute division orders and transfer orders, and enter into development contracts and operating contracts, and to make agreements for present or future pooling of any and all interests in oil, gas and other minerals, and to operate and develop oil, gas and other mineral properties and interests, and otherwise to deal in any oil, gas and other minerals and mineral rights and royalties.

- (b) Real Estate Powers. The trustees may retain any and all real and personal property which may be given, conveyed or bequeathed to them as trustees hereunder in the form and condition in which same may be when received by them, notwithstanding same be not appropriate for original investment of trust moneys, or to sell and/or exchange any or all of same if and when they shall deem such action advisable. The trustees shall not be limited by the Texas Trust Act, nor by any laws or statutes respecting investments by trustees in the retention, selection or making of investments.
- (c) Power to form and dissolve corporations. At any time hereafter, if the trustees determine that the purpose of this Foundation can be better or more conveniently accomplished or administered by a corporation, they may organize a non-profit corporation under the laws of the State of Texas, exclusively for charitable, scientific, religious, literary or educational purposes, and may transfer and convey to said corporation all or any part of the assets or property of the Foundation, subject to the terms and conditions of this Foundation. The term "trustees" as used in this instrument, may also be deemed to signify the directors or governing body of any corporation which may be organized as aforesaid. If at any time the trustees should determine that it is no longer desirable to utilize any corporation organized hereunder, said corporation may be dissolved or its use abandoned, and its assets and properties shall thereupon be reconveyed to the then trustees of this Foundation, and shall continue to be subject to and governed by the terms and provisions of this instrument.
- (d) Segregation of property given to Foundation. Unless the donor otherwise specifically directs, the trustees receiving any gift may mingle the same with other gifts then held or later acquired by the trustees, and may administer the whole as a single trust hereunder, without obligation to retain the particular gift as a separate trust, or in such manner that the properties representing the same may be afterward identified as separate property; but any donor may specifically direct that any gift be held and administered as a separate fund, and that it be not so mingled with other gifts, and in such case such gift may be maintained as a separate trust fund, to be administered and distributed under the terms of this instrument and of the particular gift.
- (e) Power to Determine Income and Principal. Stock dividends and capital gains shall be treated as corpus. Except as herein otherwise specifically provided, the trustees shall have full power to determine the manner in which expenses are to be borne and in which receipts are to be credited as between principal and income, and also to determine what shall constitute income or net income, and what shall constitute corpus or principal, and may withhold from income any reserves for depreciation or depletion as the trustees may deem fair and equitable. In determining such matters the trustees may give consideration to the provisions of Sections Twenty-six to Thirty-six, inclusive, of the Texas Trust Act, but shall not be bound by such provisions.
- (f) Liability of Third Parties. No purchaser of any property from the trustees shall be bound to ascertain or inquire into the necessity or propriety of any lease or sale. No person paying money or other thing of value to the trustees upon trustees' receipt shall be liable for the application, or be answerable for the misapplication of same.

- (g) Partition of Property. The trustees may partition any trust property from any other property with which it may be commingled or in which the trustees hold an undivided interest, and may exchange any trust property for any other property which they may deem wise.
- (h) Power to Borrow or Mortgage. With the unanimous written approval in advance of all trustees, and not otherwise, the trustees may borrow money and mortgage or encumber real or personal property included in the trust to such an extent, and upon such terms and conditions, and for such purposes, within the purposes of this Foundation, as they shall deem necessary, advisable or expedient.
- (i) Power to Establish Sinking Fund. The trustees may provide for the payment or reduction of any mortgage or lien upon any trust property by setting apart, in such manner as they shall deem proper, a SINKING FUND or FUNDS out of the income of the trust property.
- (j) Trustees Not Liable. The trustees may conduct the business of the Foundation and may make, execute and deliver all instruments in writing relating thereto in the name of THE CHARLES ERNEST MAEDGEN FOUNDATION, or in their names as trustees, as they may see fit.
- (k) No Bond. No trustee or substitute or successor trustee shall be required to give any bond or security for the faithful performance of his duties as trustee hereunder.
- (l) Liability of Trustees. No trustee shall be answerable for any act, receipt, neglect or default of any other trustee, and shall not be liable for any error of judgment or for any act done, or any step taken or omitted under the advise of counsel, nor for any mistake of fact or of law, but shall be liable only for his own bad faith and dishonesty.
- (m) Litigation. The trustees may sue and^{be} sued, join in, institute, defend, settle, compromise or otherwise dispose of, any litigation affecting this Foundation, and may settle and compromise any claims for or against any trust property or in anywise affecting this Foundation, and shall use their discretion in all matters to protect trust property and the interest of the trust from attack of any kind, and to uphold the validity of any gift, conveyance, devise or bequest made to this Foundation for the educational purpose specified herein, provided they believe it proper and desirable to accept such a gift, conveyance devise or bequest.
- (n) Audits. The trustees shall make and preserve accurate and complete records of all gifts received by the Foundation and all investments, reinvestments, purchases, sales, exchanges, receipts and disbursements, and of all claims and debits to income and corpus, and^{of} all income and yield from each item of corpus. The trustees, in their discretion, may cause an annual audit to be made by independent auditors of good standing of all or any of the affairs of the Foundation. Each auditor's report, as well as the records of the Foundation, shall be open at all reasonable times to examination by any trustee.
- (o) Power to Execute Legal Instruments. The trustees may make, execute and deliver any and all deeds, receipts, bills of sale, conveyances, assignments or other instruments of writing as they shall deem advisable in the management and operation of the trust estate, or which they may deem necessary or appropriate in the exercise of the powers herein conferred upon them.
- (p) Powers Cumulative. Except where herein specifically provided, or except wherein specifically provided by the particular gift, the trustee shall have and exercise, and shall be subject to all rights, powers, duties, limitations, and responsibilities contained in the Texas Trust Act or which may hereafter be embodied in the laws of Texas with respect to trustees, to the

extent that same are now in conflict or inconsistent with the provisions of this instrument or of the particular gift. Wherever and to the extent any provision of this instrument or of the particular gift may conflict or be inconsistent with any provisions of the Texas Trust Act, or of any laws hereafter existing in Texas with respect to the rights, powers, duties, limitations, and responsibilities of trustees, the provisions of this instrument shall govern in all such cases, except to the extent that the particular provision of this instrument or of the particular gift is made wrongful and prohibited by law.

- (q) Power to Use Corpus of Trust Estate. Except as hereinabove otherwise specifically provided, and except as may be otherwise provided by the terms of a particular gift to this Foundation, it is contemplated, as a general rule, that only the net income of the trust property shall be paid out and disbursed from time to time, and that the corpus of the trust estate shall be retained in trust to perpetuate the work of the Foundation as far as practicable. However, Settlers realize that conditions may arise in which it may be desirable or expedient to diverge from this general policy, and the trustees, therefore, shall have power and authority, by unanimous vote of the full board of trustees, and not otherwise, to use any part of the corpus of the trust property as they may consider necessary, desirable or expedient for the purposes of this Foundation.
- (r) Addition to Corpus. A donor making a gift hereunder may reserve to himself or to any other party any annuity, income, estate or other interest in and to the assets and property which are the subject matter of said gift, in which event said reserved annuity, income estate or interest shall not be deemed a part of this Foundation, and shall not be deemed a part of said gift within the meaning of this instrument.
- (s) Reimbursed Expenses. Each individual trustee shall serve wholly without pay for services as such, but any corporate trustee acting hereunder shall be entitled to customary fees for services rendered. In all events, however, if any trustee should incur any expense in the performance of his duties, he shall be entitled to reimbursement for all reasonable expenses. Any trustee rendering services to the Foundation in any capacity other than as trustee may receive reasonable compensation therefor.
- (t) Termination of Trust. As heretofore stated, it is contemplated that this trust shall be perpetual, but whenever the trustees deem necessary or wise in the accomplishment of the purposes hereof, or whenever the purposes of this Foundation can no longer be accomplished, the trustees may, by unanimous written direction of all trustees, and not otherwise, direct the disbursement and distribution and final termination, in whole or in part, of one or more trust funds held by the Foundation. The provisions of this paragraph are subject to the specific conditions of a particular gift, which shall at all times be observed, subject to the basic provisions of this instrument. At all events, any disbursement or distribution of the income or corpus shall be exclusively for the educational purpose authorized by this instrument.
- (u) Substitute or Successor Trustee. All substitute and successor trustees shall automatically succeed to all the powers, privileges and duties, and become subject to all the terms, provisions and conditions set forth in this instrument applicable to original trustees. The term "trustees" as used in the instrument signifies all trustees, regardless of their number, whether original, substitute or successor trustees acting hereunder at any given time, and to the extent permitted by law such expression shall also apply to the directors or governing body of any corporation which may be organized to carry out any of the purposes of this instrument.

- (v) Power of Majority. Except as herein otherwise specifically provided, or except as specifically provided in any particular gift, the trustees may act by majority of their number. It shall not be necessary for the trustees physically to assemble in meeting in order that they may take action, but all actions of the trustees not taken in a meeting of the trustees shall be in writing, and signed by not less than the number of trustees required under the terms of this instrument to take such action.

DONE at Lubbock, Texas, this 1st day of January, A. D., 1952.

/s/ C. E. MAEDGEN

/s/ FLORENCE MAEDGEN

We, the undersigned, agree to serve as trustees under the terms and conditions hereinabove set forth.

/s/ CHARLES ERNEST MAEDGEN, JR.

/s/ MARY ELLIS MAEDGEN KEY

THE LUBBOCK NATIONAL BANK, Lubbock, Tex

By: /s/ ELMER V. EAST,
Trust Officer

EXHIBIT "A"

The property composing this trust and described in the deed of conveyance of C. E. Maedgen and Florence Maedgen to the trustees above named is known and legally described as Lots Nine (9) and Ten (10), and the North One Half ($N\frac{1}{2}$) of Lot Eight (8), in Block Twelve (12), in the Overton Addition to Town of Lubbock, in Lubbock County, Texas.

/s/ C. E. MAEDGEN

/s/ FLORENCE MAEDGEN

THE STATE OF TEXAS)
)
COUNTY OF LUBBOCK)

BEFORE ME, the undersigned authority, on this day personally appeared C. E. Maedgen and wife, Florence Maedgen, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said Florence Maedgen, wife of C. E. Maedgen, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Florence Maedgen, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 1st day of January, A. D., 1952.

/s/ Grace Gilson,
Notary Public in and for Lubbock
County, Texas.

(SEAL)

THE STATE OF TEXAS)
)
COUNTY OF LUBBOCK)

I, Elmer V. East, Executive Vice President and Trust Officer of The Lubbock National Bank, do hereby certify that the above and foregoing instrument is a true and correct copy of the Trust instrument which establishes the CHARLES ERNEST MAEDGEN FOUNDATION, as such instrument now appears on file in the Trust Department of The Lubbock National Bank, among the papers of the CHARLES ERNEST MAEDGEN FOUNDATION.

IN TESTIMONY WHEREOF, Witness my hand officially this the 8th day of April, 1952.

/s/ Elmer V. East
Elmer V. East, Executive Vice President
and Trust Officer of The Lubbock
National Bank, Lubbock, Texas

(BANK SEAL)

SUPPLEMENTAL AGREEMENT

PANTEX ORDNANCE PLANT

THIS SUPPLEMENTAL AGREEMENT made and entered into this _____ day of _____, 1952, by and between TEXAS TECHNOLOGICAL COLLEGE, a corporation organized and existing under the laws of the State of Texas, with principal offices in Lubbock County, Lubbock, Texas, hereinafter sometimes called the College, and the UNITED STATES OF AMERICA, represented by the Contracting Officer executing this supplemental agreement, hereinafter sometimes called the Government.

WITNESSETH:

WHEREAS, under date of 13 April 1951 (in an initial form) and date of 20 September 1951 (in a revised form), the College and the Government had heretofore made and entered into a repossession agreement relating to exclusive use by the Government of certain portions of lands and facilities of Pantex Ordnance Plant, Grayson County, Texas, the said repossession agreement being designated "Agreement For Use of Portions of Pantex Ordnance Plant During Occupancy Under Right of Possession" and made pursuant to the provisions of a Quitclaim Deed of 1 April 1949, conveying said Plant from the Government to the College, and a Letter of Intent of repossession, dated and effective as of 16 February 1951, from the Secretary of the Army to the President of the College; and

WHEREAS, the Government, by letter of 18 February 1952 from the Office of the Chief of Engineers, Department of the Army, to the President of the College, has elected to repossess with right of exclusive use and occupancy additional lands and property of aforesaid Plant pursuant to the provisions of aforesaid Quitclaim Deed and aforesaid Letter of Intent; and, further, to release to the College, for road purposes only, certain portions or strips of land about the repossessed area of aforesaid Plant in order to provide necessary and convenient security and access safeguards for governmental operations within said repossessed area; and

WHEREAS, it is desired to supplement and modify the aforesaid repossession agreement of 20 September 1951 for the purpose of confirmation and definition of the rights of both College and Government in accordance with the

above recited premises.

NOW, THEREFORE, pursuant to the provisions of aforesaid Quitclaim Deed and aforesaid Letters from the Government to the College, it is mutually agreed by and between the College and the Government to supplement and modify the aforesaid repossession agreement of 20 September 1951 as follows:

1. That the description of lands, buildings and appurtenant easements, as generally described in aforesaid Letter of Intent of 16 February 1951 and particularly set forth in Condition No. 1 of aforesaid repossession agreement of 20 September 1951, shall be supplemented to include, as of the date of 16 February 1951, such additional lands and rights-of-way of an existing easement for railroad facilities and purposes, appurtenant to the property heretofore acquired by the Government by said Letter of Intent and repossession agreement, said additional lands and rights-of-way being particularly described in aforesaid Letter of 18 February 1952 and as follows:

EASEMENT FOR RAILROAD RIGHT-OF-WAY

TRACT "A"

All that certain tract or parcel of land situated in Section Three (3), Block One (1) B. S. and F. Survey in Potter County, Texas, being more particularly described as follows:

Beginning at point of intersection of a line parallel with and thirty (30) feet south of, measured at right angles to, the northline of said Section Three (3) and a line parallel with and fifty (50) feet southeasterly from, measured at right angles to, the center line of The Chicago, Rock Island and Pacific Railway Company's Amarillo-Liberal main track, as the same is now located and constructed; thence east along a line parallel with the North line of said Section Three (3) a distance of two thousand nine hundred sixty-nine and three tenths (2969.3) feet, more or less, to point of intersection with east line of said Section Three (3); thence south along east line of said Section Three (3) a distance of one hundred (100) feet; thence west along a line parallel with north line of said Section Three (3) a distance of two thousand six hundred forty (2640) feet, more or less, to a point of intersection with north and south center line of said Section Three (3); thence, southwesterly along a straight line a distance of seven hundred nine and six tenths (709.6) feet, more or less to point of intersection with a line parallel with and fifty (50) feet southeasterly from, measured at right angles to, said main track center line, said point of intersection being five hundred fifty-two and six tenths (552.6) feet southwesterly from north line of said Section Three (3) measured along a line parallel with and fifty (50) feet south-easterly from said main track center lines; thence, northeasterly along a line parallel with main track center line a distance of five hundred ten and one tenth (510.1) feet, more or less, to a point of beginning.

above recited premises.

NOW, THEREFORE, pursuant to the provisions of aforesaid Quitclaim Deed and aforesaid Letters from the Government to the College, it is mutually agreed by and between the College and the Government to supplement and modify the aforesaid repossession agreement of 20 September 1951 as follows:

1. That the description of lands, buildings and appurtenant easements, as generally described in aforesaid Letter of Intent of 16 February 1951 and particularly set forth in Condition No. 1 of aforesaid repossession agreement of 20 September 1951, shall be supplemented to include, as of the date of 16 February 1951, such additional lands and rights-of-way of an existing easement for railroad facilities and purposes, appurtenant to the property heretofore acquired by the Government by said Letter of Intent and repossession agreement, said additional lands and rights-of-way being particularly described in aforesaid Letter of 18 February 1952 and as follows:

EASEMENT FOR RAILROAD RIGHT-OF-WAY

TRACT "A"

All that certain tract or parcel of land situated in Section Three (3), Block One (1) B. S. and F. Survey in Potter County, Texas, being more particularly described as follows:

Beginning at point of intersection of a line parallel with and thirty (30) feet south of, measured at right angles to, the northline of said Section Three (3) and a line parallel with and fifty (50) feet southeasterly from, measured at right angles to, the center line of The Chicago, Rock Island and Pacific Railway Company's Amarillo-Liberal main track, as the same is now located and constructed; thence east along a line parallel with the North line of said Section Three (3) a distance of two thousand nine hundred sixty-nine and three tenths (2969.3) feet, more or less, to point of intersection with east line of said Section Three (3); thence south along east line of said Section Three (3) a distance of one hundred (100) feet; thence west along a line parallel with north line of said Section Three (3) a distance of two thousand six hundred forty (2640) feet, more or less, to a point of intersection with north and south center line of said Section Three (3); thence, southwesterly along a straight line a distance of seven hundred nine and six tenths (709.6) feet, more or less to point of intersection with a line parallel with and fifty (50) feet southeasterly from, measured at right angles to, said main track center line, said point of intersection being five hundred fifty-two and six tenths (552.6) feet southwesterly from north line of said Section Three (3) measured along a line parallel with and fifty (50) feet southeasterly from said main track center lines; thence, northeasterly along a line parallel with main track center line a distance of five hundred ten and one tenth (510.1) feet, more or less, to a point of beginning.

The foregoing tract or parcel of land contains an area of ten and twenty-nine hundredths (10.29) acres, more or less.

TRACT "B"

All that certain tract or parcel of land situated in Section Two (2), Block One (1), B. S. and F. Survey in Potter County, Texas, being more particularly described as follows:

Beginning at a point of intersection of West line of said Section Two (2) and a line parallel with and thirty (30) feet south of measured at right angles to the north line of said Section Two (2); thence east along a line parallel with the said north line of said Section Two (2) a distance of five thousand two hundred seventy-four (5274) feet to a point of intersection with east line of said Section Two (2); thence south along east line of said Section Two (2) a distance of one hundred (100) feet; thence west along a line parallel with north line of said Section Two (2) a distance of five thousand two hundred seventy-four (5274) feet to a point of intersection with west line of said Section Two (2); thence north along west line of said Section Two (2) a distance of one hundred (100) feet to the point of beginning.

The foregoing described tract or parcel of land contains an area of twelve and eleven one hundredths (12.11) acres, more or less.

TRACT "C"

All that certain tract or parcel of land situated in Section One (1), Block One (1), B. S. and F. Survey in Potter County, Texas, being more particularly described as follows:

Beginning at a point of intersection of west line of said Section One (1) and a line parallel with and thirty (30) feet South of, measured at right angles to, the north line of said Section One (1); thence east along a line parallel with the said north line of said Section One (1) a distance of two thousand six hundred thirty-eight and nine tenths (2638.9) feet, more or less, to point of intersection with north and south center line of said Section One (1); thence south along said north and south center line of said Section One (1) a distance of one hundred (100) feet; thence west along a line parallel with north line of said Section One (1) a distance of two thousand six hundred thirty-eight and nine tenths (2638.9) feet, more or less, to point of intersection with west line of said Section One (1); thence north along west line of said Section One (1) a distance of one hundred (100) feet to point of beginning.

The foregoing described tract or parcel of land contains an area of six and six one hundredth's (6.06) acres, more or less.

TRACT "D"

All that certain tract or parcel of land situated in Section One (1), Block One (1), B. S. and F. Survey in Potter County, Texas, being more particularly described as follows:

Beginning at a point of intersection of the north and south center line of said Section One (1), which point is a distance of two thousand six hundred thirty eight and nine tenths (2638.9) feet, more or less, east of the west line of said Section One (1) and a line parallel with and thirty (30)

feet south of, measured at right angles to, the north line of said Section One (1); thence east along a line parallel with the said north line of said Section One (1) a distance of one thousand sixty (1060) feet, more or less, to point of intersection with east line of Potter County; thence south along east line of Potter County a distance of one hundred (100) feet, more or less, to a point one hundred thirty (130) feet south from the north line of said Section One (1); thence west along a line parallel with the north line of said Section One (1) a distance of One thousand sixty (1060) feet, more or less, to point of intersection with the north and south center line of said Section One (1); thence north along north and south center line of said Section One (1) a distance of one hundred (100) feet to point of beginning.

The foregoing described tract or parcel of land contains an area of two and forty-three hundredths (2.43) acres, more or less.

TRACT "E"

All that certain tract or parcel of land situated in Section One (1), Block One (1), B. S. and F. Survey in Carson County, Texas, being more particularly described as follows:

Beginning at a point of intersection of east line of said Section One (1) and a line parallel with and thirty (30) feet south of, measured at right angles to, the north line of said Section One (1); thence west along a line parallel with the said north line of said Section One (1) a distance of one thousand five hundred seventy-eight and nine tenths (1578.9) feet, more or less, to a point of intersection with west line of Carson County; thence south along west line of Carson County a distance of one hundred (100) feet, more or less, to a point one hundred thirty (130) feet south from the north line of said Section One (1); thence east along a line parallel with the north line of said Section One (1) a distance of one thousand five hundred seventy-eight and nine tenths (1578.9) feet, more or less, to a point of intersection with east line of said Section One (1); thence north along east line of said Section One (1) a distance of One Hundred (100) feet to point of beginning.

The foregoing described tract or parcel of land contains an area of three and sixty-two one hundredths (3.62) acres, more or less.

2. That the accountability of the College, as to its liability for the value, maintenance or restoration of the hereinafter described railroad facilities removed by the Government from certain portions of land of the Pantex Ordnance Plant over which the College retained control and jurisdiction, shall be waived and suspended by the Government during the period of time of repossession by the Government of said railroad facilities or the term of the aforesaid repossession agreement, and, upon execution of this supplemental agreement by the parties hereto, the College shall be thereby and thereafter fully released and discharged during said period of time from any and all of its liability to account for the value, maintenance or restoration of said railroad facilities

to the Federal Security Agency or any other agency of the Government;
the said railroad facilities, which were the subject of a de facto re-
possession by the Government, being generally described in aforesaid
Letter of 18 February 1952 and particularly described as follows:

21,474 lineal feet of rail
600 pair splice plates
400 tie plates
3 switches

3. That the description of the lands, buildings and appurtenant ease-
ments, as particularly set forth in Condition No. 1 of aforesaid reposse-
sion agreement of 20 September 1951, shall be modified and amended, as be-
tween the parties hereto, to release to the College and from the operation
of the aforesaid repossession agreement, the hereinafter described lands
for road purposes only, of which lands at present the College is the owner
of record, the said lands being generally described in aforesaid Letter of
18 February 1952 and particularly described as follows:

East 20 feet of N $\frac{1}{2}$ Section 31; East 20 feet, Section 32;
East 20 feet, Section 33; East 20 feet, Section 34, North 20
feet, Section 34; North 20 feet, Section 36; North 20 feet,
Section 51; North 20 feet, Section 54, all in the John H.
Gibson Survey; also the North 20 feet of the South 437.2 acres
of the M. F. Wright Survey, containing, in all, 18.63 acres,
more or less, in Carson County, Texas.

4. That the Government shall have the right to terminate this supple-
mental agreement at any time; but, in no event, shall the duration of this
agreement extend beyond the date of termination of the Government's posses-
sion of the lands under aforesaid repossession agreement dated 20 Septem-
ber 1951.

5. It is further agreed and understood between the College and the
Government that the execution, use and occupancy of any property, and ter-
mination by the Government of and under this supplemental agreement shall,
in no manner, waive, cancel, abridge or release any of the rights reserved
to the Government under its aforesaid Deed of 1 April 1949 to the College,
should it be determined necessary at any later time to exercise such rights
under said Deed; and that full repossession with exclusive use and occu-
pancy of the lands, as released to the College for road purposes only in
above Condition No. 3 of this supplemental agreement, or any other lands
still held or used by the College under said Deed or other agreement may
be requested and accomplished by the Government when such repossession is

deemed essential for the National Defense effort as if this supplemental agreement and possession thereunder had never been entered into between the College and the Government.

6. That, in all other respects the aforesaid repossession agreement of 20 September 1951 shall be considered by the Government and the College as being unchanged and as being in full force and effect.

IN WITNESS WHEREOF, the Texas Technological College has caused this supplemental agreement to be signed by Dr. D. M. Wiggins, its President, thereunto authorized by Resolution of its Board of Directors, dated 19 April 1952 and the United States of America, represented by its Contracting Officer, has executed this supplemental agreement, as of the day and year first above written.

TEXAS TECHNOLOGICAL COLLEGE

By S/ D. M. Wiggins
D. M. WIGGINS, President

ATTEST:

S/ J. Roy Wells
Assistant Secretary

UNITED STATES OF AMERICA

By E. G. HERB
Contracting Officer
Corps of Engineers
Tulsa District

WITNESSES:

Consented to and Approved:

FEDERAL SECURITY AGENCY

By _____

CERTIFICATION OF RESOLUTION

"RESOLVED that the Texas Technological College enters into a supplemental agreement with the United States of America for the purpose of amending a repossession agreement of 20 September 1951 heretofore made and entered into between said College and the Government, which Supplemental Agreement will provide:

a. Repossession of lands and rights of way of easement for railroad facilities of the Chicago, Rock Island and Pacific Railway Company's spur track now serving Government-repossessioned area of Pantex Ordnance Plant.

b. Repossession by the Government from Pantex Ordnance Plant of following railroad facilities:

21,474 lineal feet of rail;
600 pair splice plates;
400 tie plates; and
3 switches,

and waiver by the Government of College's accountability for value, maintenance and restoration of said facilities to the Government during their term of repossession.

c. Release to the College for road purposes only of a 20-foot strip of land along the northerly and easterly sides of the Government-repossessioned area of Pantex Ordnance Plant.

"AND BE IT FURTHER RESOLVED that the President of Texas Technological College be and is hereby authorized and empowered to execute for and on behalf of said College a supplemental agreement embodying the above provisions a, b, and c."

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I, J. Roy Wells, the duly appointed and qualified Assistant Secretary of the Board of Directors of Texas Technological College, Lubbock, Texas, do hereby certify that the above and foregoing is a true and correct copy of a resolution regularly moved, passed and adopted at a regular meeting of the Board of Directors of said College at Lubbock, Texas, on April 19, 1952.

/s/ J. Roy Wells
Assistant Secretary

(Seal)