

MINUTES OF THE MEETING  
of the  
STATE BOARD OF AGRICULTURE  
January 15, 1948

Present: Messrs. Akers, Armstrong, Brody, More, Mueller; Miss Jones; President Hannah,  
Treasurer May and Secretary McDonel

Absent: Dr. Elliott

The meeting was called to order at 10:15 a.m.

The minutes of the previous meeting were approved.

Mr. E. B. More, from Marshall, Michigan, took his place on the Board at this meeting, replacing Mr. W. H. Berkey whose term expired.

Mr. Brody begins a new six-year term with this meeting.

It has been customary for the Board to elect its Chairman at the first meeting in each biennium.

Mr. Akers nominated Mr. Brody and the nomination was seconded by Mr. Armstrong.

On motion of Mr. Mueller, seconded by Miss Jones, it was voted to instruct the Secretary to cast a unanimous ballot for Mr. Brody.

PRESIDENT'S REPORT

Resignations

Resignations

1. Resignation of Mrs. Bertha Fields as Assistant Hostess at Wells Hall, effective December 31, 1947.
2. Resignation of Mrs. Grace Haggerty as Hostess at the Alpha Xi Delta Sorority, effective December 31, 1947. Early in December Mrs. Haggerty fell and broke her leg.
3. Resignation of Arthur W. Else as Instructor in Social Science, effective December 31, 1947, to accept a position at the Milwaukee State Teachers College. Mr. Else has been on leave without pay since September 16, 1947.
4. Cancellation of the appointment of Oscar C. Schnicker as Associate Professor of Business Administration. Dr. Schnicker has been unable to secure a satisfactory release from his present position.
5. Resignation of Mildred Weisinger as temporary Instructor in English, effective December 15, 1947.
6. Resignation of Elizabeth Pollock as temporary Instructor in English, effective December 15, 1947.
7. Resignation of Clyde L. Exelby as temporary Instructor in Mathematics, effective December 15, 1947.
8. Resignation of the following graduate assistants, effective December 15, 1947:
  - a. Raymond Garner in Education
  - b. Fred W. Vinroot in Speech, Dramatics, and Radio Education
  - c. William S. Thurber in Chemistry
  - d. Edsel C. Laing in Chemistry
  - e. Ethel Mae Jolliffe in Bacteriology and Public Health

Leaves

Leaves

1. Leave of absence without pay for Worth Ross, Assistant Physician at the Health Service, for the month of January 1948, for health reasons.

Appointments

Appointments

1. Appointment of Melvin W. Correll as Manager of Wells Hall at a salary of \$3200 per year, effective January 1, 1948, to replace Michael Dmochowski who is being transferred.
2. Transfer of Mrs. Cora Chaffee from hostess at the Alpha Omicron Pi sorority to Assistant Hostess at Yakeley Hall and a salary increase from \$90 to \$105 per month, effective from January 1 to June 30, 1948.
3. Appointment of Mrs. Leila Schultz as Hostess at Alpha Omicron Pi sorority at a salary of \$100 per month, effective from January 1 to June 30, 1948, to replace Mrs. Cora Chaffee who has been transferred.

2532 PRESIDENT'S REPORT, continued

Appointments

Appointments, continued

4. Appointment of Charles A. Laughead as Staff Physician at the Health Service at a salary of \$7500 per year, effective January 1, 1948, to replace Dr. Worth Ross.
5. Appointment of Robert H. Spindler as Instructor in Business Administration at a salary of \$3400 per year, effective January 1, 1948. Mr. Spindler has been employed on a temporary basis since September 1947.
6. Appointment of Philip Hisey Ragan as Instructor in Business Administration at a salary of \$3600 per year, effective January 1, 1948, to replace Oscar C. Schnicker.
7. Appointment of John Brotzmann as Instructor in Physical Education, Health, and Recreation for Men at a salary of \$3300 per year, effective January 1, 1948, to replace Gordon A. Dahlgren who is on sick leave.
8. Appointment of Raymond Garner as temporary instructor in Education at a salary of \$183.33 per month on a half-time basis, effective January 1, 1948, for as long as necessary. The salary is fully reimbursable from vocational teacher training funds.
9. Appointment of Walter Phelps Schroeder as Assistant Professor of Education at a salary of \$2100 per year on a half-time basis, effective January 1, 1948. His salary is to be paid by the Olivet School and reimbursed by Michigan State college according to agreement with the Olivet School District.
10. Transfer of Robert Bussabarger from graduate assistant to Assistant in Art and a salary increase from \$88.88 per month to \$135 per month, effective from January 1 to March 31, 1948.
11. Reappointment of John C. Speck as Instructor (Research) in Chemistry at a salary of \$4000 per year, effective from January 1 to September 30, 1948. Dr. Speck's salary is paid from funds provided by the Quartermaster Corps.
12. Appointment of William Harold Dawe as Instructor in Mathematics at a salary of \$3000 per year, effective January 1, 1948. This is a new position.

Travel

Travel

1. Full expenses for a trip made by E. D. Farwell on November 13-15 to accompany the livestock judging team to a practice judging conference at Purdue University.
2. Full expenses for a trip made by C. P. Loomis to Washington, D. C., on December 14-18 to attend a meeting of the Land-Grant College Committee on Legislation.
3. Full expenses for Robert H. Krause to attend a meeting relative to the interstate cooperation of the Michigan State Employment Service in Findlay, Ohio, on December 18; to be paid from Emergency Farm Labor funds.
4. Expenses not to exceed \$50 for Elizabeth Pollock to go to Chicago on December 27-31 to finish gathering material for her research project; to be paid from the All-College Research funds.
5. First-class railway fare for Eugene F. Oakberg to attend the meetings of the American Association for the Advancement of Science in Chicago on December 28 to 31; to be paid from Swift and Company funds.
6. Full expenses for Esther Anson to go to the University of Illinois on December 29 to confer with Katherine Whiteside Taylor and to interview candidates for the nursery school position; to be paid from Extension funds.
7. Mileage on one car for C. D. Hause and other members of the staff of the Physics Department to attend the meetings of the American Association of Physics Teachers, the American Physical Society, and the American Association for the Advancement of Science in Chicago on December 29-31.
8. Full expenses for L. P. Brown to attend the National Collegiate Track Coaches meeting in New York City on January 5-8.
9. Full expenses for H. J. Stafseth and I. F. Huddleson to go to Chicago on January 6-8 to confer with Dr. Simms about research on the new Brucellosis Vaccine; to be paid from the Central Brucella Fund.

Memo of agreement  
Udylite Corp.Miscellaneous

1. Approval of a memorandum of agreement with the Udylite Corporation of Detroit covering a grant of \$600 to be used to establish a graduate fellowship in the Chemistry Department for work on a project entitled, "Physical-Chemical Methods for the Evaluation of the Properties of Addition Agents in Plating Baths".
2. Increase in salary for Hugh D. Daugherty, Assistant Football Coach and Assistant Professor of Physical Education, Health and Recreation for Men, from \$3800 to \$4200 per year, effective January 1, 1948.

Inc. salary  
Hugh Daugherty to \$4200

PRESIDENT'S REPORT. continued

3. At the last Board meeting, Edward G. Hacker, A. R. Saunders, and Clifford W. McKibben were appointed as Lecturers in Business Administration at a salary of \$250 each for the period from October 6 to December 12, 1947. This was an error. The total amount to be paid these men is \$250 of which \$75 is to be paid to Edward G. Hacker, \$100 to A. R. Saunders, and \$75 to Clifford W. McKibbin.
4. Change in salary for Amin S. Zaher, part-time assistant in Foreign Languages, from \$80 to \$60 per month, effective January 1, 1948.
5. Change in status of Margaret English Hoover from full-time assistant in Chemistry at a salary of \$175 per month to three-quarter time at a salary of \$140 per month, effective December 16, 1947.
6. Change in status of Mrs. Martha C. Wallace from full-time temporary Instructor in Mathematics at \$250 per month to half-time at \$120 per month, effective January 1, 1948.
7. Payment of \$87.12 to Lester LaFerrier, an employee in Buildings and Utilities, as compensation for time lost due to an injury while working.
8. Approved cleaning, repairing and repainting equipment and walls in the basement of Jenison Gymnasium at an estimated cost of \$4,670, to be charged to the flood damage fund which was set up in the budget.
9. Approved certain changes in the classroom buildings on the South Campus at a total cost of \$4,400 to be charged to the Temporary Classroom Furnishings and Alterations fund.
10. Approved the construction of a still to distill water in the temporary chemical laboratory at an estimated cost of \$900, to be charged to Alterations and Improvements 1947-48.

2333  
Correction in  
salary of  
Bus. Adm.  
Lecturers

Change in  
salary of  
Amin S. Zaher

Change in  
status Mar-  
garet English  
Hoover

Change in  
status Mar-  
tha Wallace

Payment \$87.12  
Lester La  
Ferrier

Approval re-  
decorating  
basement  
Jenison Gym

Approval ch.  
So. Campus  
class. bldg.

Const. still  
temp. chem.  
laboratory

RESIGNATIONS

1. Resignation of Curtis Beachum as Manager of Men's Residence Halls, effective March 31, 1948, for business and personal reasons.
2. Resignation of Leslie A. Zillman as County Agricultural Agent in Berrien County, effective January 24, 1948, to accept a position with a fertilizer company.
3. Resignation of Paul M. Sutton as Instructor in Journalism, effective January 10, 1948, to accept a position with the Reo Motor Company.
4. Resignation of David Hogue as Instructor in Music, effective December 15, 1947. Mr. Hogue was employed on a temporary basis.
5. Resignation of Mrs. John B. Harrison as temporary Instructor in English, effective December 31, 1947.
6. Resignation of Mrs. Frances C. Babb as temporary Instructor in English, effective December 31, 1947.
7. Resignation of Arturo Solano as temporary Assistant in Foreign Languages, effective December 31, 1947.
8. Resignation of Gonzalo Moreno as temporary Assistant in Foreign Languages, effective December 31, 1947.
9. Resignation of William C. Wylie as temporary Instructor in Mathematics, effective December 31, 1947.
10. Resignation of Evelyn O. Bychinsky as Instructor in Mathematics, effective December 31, 1947, to accept a position with the Ford Motor Company.
11. Resignation of Fred L. Hendrick as temporary Instructor in Physics and Astronomy, effective December 15, 1947.
12. Resignation of Clarence E. Hardin as Assistant Professor (Extension) of Bacteriology and Public Health, effective December 31, 1947, to accept position with Cal. Poultry Improve. Assoc.
13. Resignation of Roger L. Saur as quarter-time graduate assistant in Chemistry, effective December 15, 1947, to accept a graduate fellowship in Chemistry.
14. Resignation of E. Ivan Nye as half-time graduate assistant in Sociology and Anthropology, effective December 15, 1947.

Resignations

LEAVES

1. Leave of absence without pay for E. Alwin Parker, Instructor in Physical Science, from January 1 to March 31, 1948. Mr. Parker has requested this leave because it is necessary for him to take over his father's business during the illness of his father.
2. Leave of absence without pay for Lester F. Wolterink, Assistant Professor of Physiology and Pharmacology, from January 1 to June 30, 1948, to enable him to work with the Argonne National Laboratory in Chicago.

Leaves

## 2534 APPOINTMENTS

## Appointments

1. Transfer of Kenneth Lawson from Assistant Manager to Manager of Men's Residence Halls at the same salary of \$4420 per year, effective January 1, 1948, to replace Curtis Beachum.
2. Transfer of Michael Dmochowski from Assistant in Men's Residence Halls to Manager of Mason-Abbot Halls at the same salary of \$3460 per year, effective January 1, 1948.
3. Appointment of Alvie L. Smith as Assistant News Editor with the rank of Instructor at a salary of \$3400 per year, effective February 9, 1948, to replace Lawrence J. Distel who has resigned.
4. Appointment of Elmer Rossman as Assistant Professor of Farm Crops at a salary of \$4200 per year, effective April 1, 1948, to replace C. R. Megee who is Assistant Dean of Agriculture.
5. Appointment of Kenneth Frey as Assistant Professor of Farm Crops at a salary of \$4200 per year, effective April 1, 1948, to replace A. R. Marston who resigned in 1942.
6. Transfer of Harold P. Gaston from Emergency Farm Labor to Assistant Professor (Research) of Horticulture at a salary of \$4200 per year, effective February 1, 1948, and paid from Experiment Station funds. Mr. Gaston will replace Marjorie Giefel who has resigned.
7. Appointment of Mary B. Strickland as Home Demonstration Agent in Shiawassee County at a salary of \$3400 per year, effective February 1, 1948, to replace Leora Smith who has been transferred.
8. Transfer of M. LaVerne Trevarrow from Home Demonstration Agent at Large to Home Demonstration Agent in Barry County at the same salary of \$2900 per year, effective February 1, 1948.
9. Appointment of J. R. MacNeel as temporary Instructor in Effective Living at a salary of \$125 per month, effective January 1, 1948, for as long as necessary. Mr. MacNeel will replace Mrs. Ketcham whose appointment has expired.
10. Reappointment of Mrs. Ruth B. Woodburn as temporary Instructor in Effective Living at the same salary of \$100 per month, effective January 1, 1948, for as long as necessary.
11. Reappointment of Mrs. Barbara Dobyms as temporary Instructor in Effective Living at the same salary of \$112.50 per month, effective December 1, 1947 for as long as necessary.
12. Reappointment of Mrs. Edna P. Drury as temporary Instructor in Effective Living at the same salary of \$100 per month, effective December 1, 1947, for as long as necessary.
13. Appointment of Robert N. Richardson as Instructor in Journalism at a salary of \$3100 per year, effective January 12, 1948, to replace Paul N. Sutton who has resigned.
14. Appointment of Dorothy B. Vaughn as Assistant in Botany and Plant Pathology at a salary of \$250 per month, effective January 1, 1948, for as long as necessary. This is a new position.
15. Appointment of Mrs. Elizabeth Pollock as temporary Instructor in English at a salary of \$166.66 per month, effective January 1, 1948 for as long as necessary.
16. Appointment of Mrs. Angela Castillo Neeland as Assistant in Foreign Languages at a salary of \$150 per month, effective January 1, 1948, for as long as necessary, to replace Gonzalo Moreno.
17. Appointment of Manuel Diaz Gutierrez as Assistant in Foreign Languages at a salary of \$150 per month, effective January 1, 1948, for as long as necessary, to replace Arturo Solano.
18. Appointment of Mrs. Betty Lennox as part-time Assistant in Chemistry at a salary of \$92.50 per month, effective January 1, 1948, for as long as necessary. She is a partial replacement for Mrs. Bielanski who has resigned.
19. Appointment of Mrs. Virginia Bogart as part-time assistant in Chemistry at a salary of \$92.50 per month, effective January 1, 1948 for as long as necessary. She is a partial replacement for Mrs. Bielanski.
20. Appointment of Raleigh Barlowe as Lecturer in Economics at a total salary of \$5200 per year, effective January 1, 1948, for an indefinite period. His salary is to be paid \$400 from College funds, \$2200 from Experiment Station funds, and \$2600 by the Bureau of Agricultural Economics to him direct. This is a new position.
21. Appointment of George R. Moore as Professor of Surgery and Medicine at a salary of \$5000 per year, effective March 15, 1948. This is a new position provided for in the budget for 1947-48.
22. Appointment of Edsel C. Laing as graduate fellow in Chemistry at a salary of \$80 per month, effective from January 1 to June 30, 1948, and paid from funds provided by the Udyllite Corporation.
23. Appointment of Roger L. Saur as graduate fellow in Chemistry at a salary of \$100 per month, effective from January 1 to December 31, 1948, and paid from funds provided by the Food Machinery Corporation.
24. Appointment of the following graduate assistants for the period from January 1 to June 15, 1948:
  - Animal Husbandry - Amin S. Zaher, half-time at \$111.11 per month. New position.
  - Horticulture - Carl T. Redemann, half-time at \$133.33 per month and paid from Rackham funds
  - Zoology - Herbert Eric Johnson, half-time at \$88.88 per month. Replaces John Gilman

APPOINTMENTS, continued

## 24. Graduate Assistants (continued):

- |   |  |
|---|--|
| Speech, Dramatics, and<br>Radio Education | - Jane Maginn Goodale, half-time at \$88.88 per month.<br>Replaces Fred Vinroot  |
| Chemistry                                 | - Clara Dodge Refson, half-time at \$88.88 per month. New<br>position.<br>- James Kirn, quarter-time at \$44.44 per month. Replaces<br>Edsel Laing.<br>- Max Wallace Krell, quarter-time at \$44.44 per month.<br>Replaces Roger Saur.<br>- Mary Jane Phillips, half-time at \$88.88 per month.<br>- Robert Bruce Miller, half-time at \$88.88 per month.<br>New position. |
| Physics and Astronomy                     | - Sidney W. Weatherhead, half-time at \$88.88 per month.<br>New position.  |
| Psychology                                | - Sidney W. Weatherhead, half-time at \$88.88 per month.<br>New position.  |

Appointments

TRAVEL

Travel

1. Full expenses for Gordon L. Thomas to participate in a debate tournament at Illinois State Normal University at Normal, Illinois, on January 8-11; to be paid from Forensic Funds.
2. Full expenses for H. W. Lautner to attend the annual meeting of the American Institute of Planners in Chicago on January 10 and 11.
3. First-class railway fare only for Donald Cation to attend the Fruit Virus meeting in conjunction with the National Association of Nurserymen in Chicago on January 11 and 12; to be paid from Experiment Station funds.
4. Full expenses for A. G. Kettunen to attend a meeting of the National 4-H Club Sub-Committee of the Land-Grant College Association in Chicago on January 11 to 13; to be paid from Extension funds.
5. Full expenses for Ralph W. Purdy to visit the Belle Center Creamery Company in Belle Center from January 12-26.
6. Full expenses for H. J. Wyngarden to go to Chicago on January 14-18 to interview four candidates for position in the Economics Department.
7. First-class railway fare for Charles C. Killingsworth to attend a conference on research and wages sponsored by the Social Science Research Council in Cambridge, Massachusetts on January 21-22.
8. First-class railway fare for Marjorie Eastman, Lola Belle Green, and Florence Rann to attend a Clothing Construction Program in Chicago on January 22-24; to be paid from Extension funds.
9. Full expenses for H. C. Moore to go to Homestead, Florida, on January 26 to February 10 to check on certified seed potato trial plots; to be paid from Michigan Crop Improvement Association funds.
10. Travel allowances as follows for staff members to attend the National Workshop for Library and Rural Sociology People in Chicago on January 27 and 28:
  - a. Full expenses for Don Phillips; to be paid from Extension funds.
  - b. First-class railway fare for E. A. Schuler; to be paid from Social Research Service funds.
11. Full expenses for Elwin Farwell and transportation expenses for members of the Junior Judging Team to go to Fort Worth, Texas, on January 29 to February 4; to be paid from funds of the Block and Bridle Club.
12. Full expenses for Glen Stewart to meet with the Chicago Alumni Club Board in Chicago on January 29 and 30; and to attend the annual meeting of the Alumni Club of Minneapolis on January 31.
13. First-class railway fare for Grant S. Bennett, Chihiro Kikuchi, and Robert D. Spence to attend the meetings of the American Physical Society in New York City on January 29-31.
14. First-class railway fare for C. H. Pesterfield to attend the annual meeting of the American Society of Heating and Ventilating Engineers in New York City on February 1-5.
15. Full expenses for C. R. Hoffer to attend the National Conference on Rural Health in Chicago on February 6 and 7; to be paid from Social Research Service funds.
16. Full expenses for V. R. Gardner to go to Chicago on February 9 and 10 in connection with his work as administrative adviser for horticultural regional research projects; to be paid from Experiment Station funds.
17. First-class railway fare for B. H. Grigsby to attend the annual meeting of the Eastern States Weed Control Conference in New York City on February 12 and 13; to be paid from Standard Oil Weed Killer funds.
18. First-class railway fare for C. V. Millard and Troy L. Stearns to attend the national meeting of the Association for Supervision and Child Development in Cincinnati, Ohio, on Feb. 14-18.



TRAVEL, continued

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Travel

- 19. First-class railway fare for Karl Dressel to attend the Midwestern Shade Tree Conference in Chicago on February 19 and 20.
- 20. First-class railway fare for Forrest C. Strong to attend the Midwestern Shade Tree Conference in Chicago on February 19 and 20; to be paid from Experiment Station funds.
- 21. First-class railway fare for C. V. Millard, Guy H. Hill, and George W. Angell to attend the meetings of the National Education Association in Atlantic City, New Jersey, on February 21-26.
- 22. Mileage on two cars for J. S. Frame and J. H. Bell and other members of the Mathematics Department to attend the meetings of the American Mathematical Society in Chicago on February 28.

MISCELLANEOUS

Check \$1440  
LaVerne Noyes  
Estate

\$2500 from  
A.M. Todd Co.

Grant \$6000  
Winthrop-  
Stearns and  
renewal of  
agreement

Grant \$1800  
Food Machinery

\$1800 from  
Am. Bottlers  
of Carbonated  
Beverages

Change in sta-  
tus Mrs. Han-  
nah Kimball

Inc. salary  
Mrs. Song to  
\$2800 and  
reduction for  
Do Sun Yoon  
to \$500

Change in sal-  
ary Mrs. Janie  
Devereux

Date of appt.  
V.H. Baker  
changed.

Ch. status  
Richard John  
Miller

also  
Mary LeMartin  
also

Joseph Mihina  
also

David Wendell  
Miller

Payment of  
\$63.00 Roy  
Graham because  
of injury

Truck drivers  
do not need  
Chauff.lic.

Heating sys-  
tem at fire  
station re-  
vamped.

\$800 approp.  
for events  
at Auditorium

- 1. Acceptance of a check in the amount of \$1440 from the Estate of LaVerne Noyes to be used for LaVerne Noyes scholarships in accordance with the agreement.
- 2. Acceptance of a check for \$2500 from the A. M. Todd Company of Kalamazoo to be used for the continuation of research work on peppermint and spearmint under the direction of Dr. Nelson in the Botany Department.
- 3. Renewal of the agreement with the Winthrop-Stearns Chemical Company of New York covering a grant not to exceed \$6000 to be used to continue the studies on the acute and chronic toxicity of certain quarternary ammonium compounds, the work to be under the direction of B. V. Alfredson in the Physiology Department. It is understood that the College will bill the Winthrop-Stearns Company monthly for disbursements covered in this project.
- 4. Approval of a memorandum of understanding with the Food Machinery Corporation of Middleport, New York, covering a grant of \$1800 to be used to establish a fellowship in Chemistry and to provide for certain expenses involved in a research study of samples of BHC to be furnished by the Company. The fellowship will be under the direction of Dr. D. T. Ewing and will extend through the calendar year 1948.
- 5. Approval of a memorandum of understanding with the American Bottlers of Carbonated Beverages of Washington, D. C., covering a grant not to exceed \$1800 to be used to investigate the use of various chemical agents in the control of microbial contamination in the beverage industry. The work is to be under the supervision of the Department of Bacteriology and Public Health.
- 6. Change in status of Mrs. Hannah Kimball, temporary Instructor in Effective Living, from three-quarters time at \$150 per month to one-half time at \$100 per month, effective January 1, 1948, for as long as necessary.
- 7. Increase in salary of Mrs. Kyung Shyn Song (Mrs. Yoon) from \$2000 to \$2800 per year, effective January 1, 1948.
- 8. Reduction in salary of Do Sun Yoon from \$2000 to \$500 per year, effective January 1, 1948.
- 9. Change in salary of Mrs. Janie Devereux, part-time Instructor in Mathematics, from \$150 to \$100 per month, effective January 1, 1948.
- 10. Change in the effective date of the appointment of Vernon H. Baker, graduate fellow in Agricultural Engineering, from January 1 to April 1, 1948.
- 11. Change in status of Richard John Miller from quarter-time to half-time graduate assistant in Art at a salary of \$88.88 per month, effective from January 1 to June 15, 1948.
- 12. Change in status of Mary Le Martin from quarter-time to half-time graduate assistant in Art at a salary of \$88.88 per month, effective from January 1 to June 15, 1948.
- 13. Change in status of Joseph S. Mihina from half-time to quarter-time graduate assistant in Chemistry at a salary of \$44.44 per month, effective January 1, 1948.
- 14. Change in status of David Wendell Miller from quarter-time to half-time graduate assistant in Mathematics and a salary change from \$44.44 to \$111.11 per month, effective January 1, 1948.
- 15. Payment of \$63.90 to Roy Graham, an employee in the Carpenter Shop, as compensation for time lost because of an injury while working.
- 16. Opinion from the Circuit Court that College truck drivers do not have to have chauffeur's licenses.
- 17. Authorization is requested to revamp the heating system in the Fire Station at an estimated cost of \$625, to be charged to 1947-48 Special Alterations and Improvements.
- 18. Request for an appropriation of \$700 for the following events to be held in the Auditorium during the winter term 1948:  
Farmers' Week:  
January 26, Fairchild Theater. . . . . \$50  
January 27, Main Auditorium. . . . . 100  
January 27, Fairchild Theater. . . . . 50  
January 28, Fairchild Theater. . . . . 50  
Main Auditorium . . . . . 100  
January 29, Fairchild \$50 - Auditorium \$100. . . . . 150  
Band Concert and Orch. Concert, Mar. 7 & 14 @ \$100 . . . 200

MISCELLANEOUS, continued

19. The following amounts have been paid salaried employees since the last Board meeting:

Additional amounts paid salaried employees

<u>Auditorium</u>		<u>Adult Education</u>		<u>Miscellaneous</u>	
Charles Branz	\$3	Curnel Hampton	\$38.80	Alan Scott	\$25.00
Warren Burt	3	A. H. Leigh	30.40	G.L. Stewart	25.00
L.E. Chapman	3	Leo Nothstine	30.40	Dale Faunce	25.00
John Emery	3	William Pitkin	71.00	Charles Branz	3.00
Helen Evans	3	Harold Sponberg	19.40	Homer Paris	27.00
Helen Greene	5	C. E. Wildon	13.90	C. L. Allen	30.40
James Huston	3			Curnel Hampton	27.00
Floyd Macklem	3	<u>Miscellaneous</u>		Harold Sponberg	40.50
Noel Miller	3	Lawrence Frymire	35.00		
Laurence Searl	3	Edgar Harden	13.30		
Robert Troxell	3	R. N. Hatch	13.30		
Wayne VanRiper	3	N. Silverstein	2.81		
Clella Weissinger	3	Ruth Woodburn	3.00		
Neal Whitehead	3	Harold Hatt	37.50		

20. On December 30 bids were opened for alterations to the Horticultural Building. Following is a summary of the bids:

Bids on alterations to Hort Bldg - rejected.

Reniger Construction Company	\$117,539
Christman Company	89,400
F. J. Corr	88,335
Foster, Schermerhorn	99,838
Granger Brothers	87,966

All bids have been rejected, and Dr. Tukey and his assistants are revising the changes to be made in the building to arrive at something that will be within the amount of funds available for this purpose.

On motion of Mr. Mueller, seconded by Miss Jones, it was voted to approve the President's Report, Resignations, Leaves, Appointments, Travel, and the foregoing Miscellaneous Items.

ADDITIONAL ITEMS

Resignations

Resignations

1. Resignation of George D. Hurrell as Assistant Professor (Extension) in the Conservation Institute, effective January 31, 1948, to accept a position as director of the Washtenaw County Planning Commission.
2. Resignation of Clifford R. Humphrys as Assistant County Agent at Large, effective December 31, 1947, to work on the doctorate at Michigan State College.
3. Resignation of Robert Leon LeBrec as half-time graduate assistant in Botany and Plant Pathology, effective December 15, 1947, to accept a graduate fellowship.

Appointment

Appointments

1. Appointment of Roy K. Niemeyer as Instructor in Physical Education, Health and Recreation for Men at a salary of \$2800 per year, effective January 1, 1948. This is a new position which is not provided for in the budget, and is to be effective only through June 15, 1948.
2. Appointment of George R. Sidwell as Lecturer in Public Administration at a salary of \$250 for the period from January 2 to March 20, 1948.
3. Appointment of Elizabeth Page as Instructor in Home Management and Child Development at a salary of \$3600 per year, effective February 1, 1948. This is a new position to be paid from the Kellogg Foundation grant for the Nursery School.
4. Appointment of Marian Purcell as Instructor in Speech, Dramatics and Radio Education at a salary of \$3200 per year, effective January 1, 1948. This is a new position.
5. Appointment of Ethel Mae Jolliffe as Technician in Bacteriology and Public Health at a salary of \$220 per month, effective from January 1 to June 30, 1948. This is a new position.
6. Appointment of Robert Leon LeBrec as graduate fellow in Botany and Plant Pathology at a salary of \$100 per month, effective from January 1 to June 30, 1948, and paid from funds provided by the King Ranch.
7. Appointment of Millard A. Gillham as half-time graduate assistant in Dairy at a salary of \$88.88 per month, effective from March 16 to June 15, 1948.
8. Appointment of Gloria R. Crawford as quarter-time graduate assistant in Public Administration at a salary of \$44.44 per month, effective from January 1 to June 15, 1948. This is a new position.
9. Appointment of Albin R. Lindstrom as quarter-time graduate assistant in Chemistry at a salary of \$44.44 per month, effective from January 1 to June 15, 1948. This is a new position.

2338 ADDITIONAL ITEMS, continuedAppointments, continued

- Appointments
10. Appointment of Eduardo Arze as Assistant in For.Larg on a part-time basis, at \$75.00 per month, effective January 1, 1948 for as long as necessary.
  11. Appointment of Harold Redman, Sr. as Caretaker in the Department of Bacteriology and Public Health at a salary of \$3000.00 per year, effective January 1, 1948.
  12. Appointment of Mrs. Dorothy Newlin as Instructor in History of Civilization at a salary of \$225.00 per month, effective January 1, 1948 for as long as necessary.
  13. Appointment of Mrs. Louise Halladay Carpenter as Assistant Professor (Extension) in Adult Education at a salary of \$3600.00 per year, effective for the period January 1, 1948 through June 30, 1948.

## Travel

Travel

1. Full expenses for Robert Herron and a member of his staff to go to Chicago during the month of February to investigate possibilities of the Chicago Market for the purchasing of fresh produce.
2. Full expenses for Fred Stabley to go to Chicago on February 2 and 3, and to Chicago, Detroit, New York, and Atlantic City on February 15 to 21 to contact newspapers, magazines, radio stations in connection with the "Flying Educators" trip sponsored by the College.
3. Full expenses for C. M. Horn to go to Chicago on February 15-17, to Detroit on February 18, to New York on February 19-21, and to Atlantic City on February 22-25 to conduct a field study of business and industry for two hundred educators from all parts of the country.
4. Full expenses for C. M. Campbell to attend the National Education Association meeting in Atlantic City, New Jersey, on February 21-26.
5. First-class railway fare for G. M. Pratt to attend the annual convention and exposition of the National Association of Home Builders in Chicago on February 22-26.
6. Full expenses for L.C. Emmons to attend the National Conference on Higher Education in Chicago on March 22-25.
7. Expenses not to exceed \$50.00 each for Mrs. Merle Byers, Amy Jean Holmblade, and Mary Lee Hurt, to attend the regional conference for Homemaking Education called by the U. S. Office of Education in Chicago, Illinois, February 9-13, 1948. Expenses will be paid from Vocational Education funds.

Accept. \$1000  
Mich. State  
Med. Society

\$150 Mich.  
Farm Equip.  
Assoc.

\$500 Fred A.  
Simonsen

Report of  
death of  
E. C. McCarty

Report of  
death of Jas.  
Whitcomb in  
war.

Inc. salary  
Chas. Goodell

\$500 from L.C.

Plant to be  
invested in  
E.L. Bldg. &  
Loan.

\$2500 approp.  
Farmers Week

\$1360 Cons. Ins

\$500 for furn.  
Alumni Off.

Miscellaneous

1. Acceptance of a check for \$1000 from the Michigan State Medical Society as an advance payment for expenses to be incurred by the College in connection with a Rural Health Survey.
2. Acceptance of a check for \$150 from the Michigan Farm Equipment Association of Grand Rapids to be used for a scholarship to be awarded to a student in the Farm Equipment Service and Sales Training Course.
3. Acceptance of a check for \$500 from Fred A. Simonsen of Detroit to be used to establish a scholarship in his name to be awarded to some worthy young person interested in restaurant administration.
4. Report of the death of Earl C. McCarty, former County Agricultural Agent at Port Huron, on January 10, 1948. Mr. McCarty has been employed by the College since March 1, 1927. He was retired on a disability pension on November 1, 1947.
5. Report of the death of James A. Whitcomb, Class of 1943, a seaman third class in the Navy. He was reported killed on July 19, 1943, when the U.S.S. Maddox was bombed and sunk during the invasion of Italy. He was enrolled in Physical Education during the fall and winter terms of 1939-40.
6. Increase in salary for Charles E. Goodell, Instructor in Electrical Engineering, from \$3600 to \$3800 per year, effective January 1, 1948.
7. The Board at its November meeting accepted a gift of \$500 from L. C. Plant which was to be credited to his scholarship fund. Approval is requested for the investment of the \$500 in the East Lansing Building and Loan Association income shares.
8. Request for an appropriation of \$2500 for the Farmers' Week Program.
9. Request for a supplemental appropriation of \$1360 for the Conservation Institute labor budget.
10. Request for an appropriation of \$500 for furniture for the Alumni Offices.

On motion of Mr. Armstrong, seconded by Miss Jones, it was voted to approve all the foregoing Additional Items.



ADDITIONAL ITEMS, continuedMiscellaneous, continued

11. Bids were obtained from three contractors for the steam main from the new Agricultural Engineering Building to the proposed Sugar Beet Greenhouses as follows:

R. L. Spitzley Heating Company	\$33,300
Distel Heating Company	28,950
Hickey, Shaw and Winkler	25,500

It is recommended that the contract be awarded to the low bidder, Hickey, Shaw and Winkler, at \$25,500. This is a firm bid.

On motion of Mr. Brody, seconded by Mr. Armstrong, it was voted to approve the above recommendation with the understanding that the amount be paid from rehabilitation reserve.

12. The State Board of Agriculture has over a long period of years from time to time approved scholarship awards to worthy students, basing them on a wide variety of qualifications. They range from the waiving of a portion of the term's fee as in the case of students in training for a Limited Teaching Certificate to the waiving of fees and full maintenance as in the case of selected foreign students.

To eliminate confusion, it is proposed that the rules governing all scholarship awards financed with funds controlled by the College be administered as follows:

- All scholarship awards without exception shall be made by the Faculty Committee on Scholarships subject to the approval of the President of the College.
- Selection shall be on the basis of ability, promise of leadership, and financial need. Distinguished performance in 4-H Club work, or in fields designated by the Scholarship Committee with the approval of the President may be a factor in making these awards.
- In general, the awards shall be for one term and may be renewed from term to term, if the student meets the academic standards prescribed by the Scholarship Committee.
- These scholarship awards are to be known as Michigan State College Scholarships.

Holders of scholarships now in effect are not to be deprived of their scholarships by this action. They may, at the discretion of the Faculty Committee on Scholarships, be carried on by the previous basis as long as they meet the academic requirements.

This action is not to create additional scholarships beyond those already authorized by action of the Board.

On motion of Mr. Armstrong, seconded by Mr. Brody, it was voted to approve the above proposal regarding scholarship awards.

13. Dean Anthony and Professor Hudson appeared before the Board to discuss the land needs of the School of Agriculture, pointing out that it now is desirable to assign permanent relocations for the livestock units and to do this effectively requires the acquisition of lands, south of those now owned by the College on Bennett Road. In accordance with previous discussions with the Board, they presented purchase options on certain parcels of land within the desired area. After considerable discussion, it was unanimously agreed that the Board should acquire all of the land located north of Cavanaugh Road between Hagadorn and Collins Roads whenever it can be acquired at a reasonable figure.

On motion of Mr. Akers, seconded by Miss Jones, it was voted to authorize the outright purchase of 121 acres from Howard L. and Helen J. Winn at \$36,000 and 80 acres from Mr. Allen Snider at \$19,250; and the negotiation of leases with purchase options as follows:

- Lee J. Hulett, 80 acres. Lease \$850 a year. Purchase option \$21,250.
- Margaret J. Rogers, 47 acres. Lease \$400 a year. Purchase option \$11,280.
- Walter H. Southworth, 97 acres. Lease \$970 a year. Purchase option \$24,250
- Albert Elsesser, 40 acres. Lease \$320 a year. Purchase option \$10,000.
- Charles Bachman, 40 acres. Lease \$700 a year. Purchase option \$10,000.
- George G. Morton, 25 acres. Lease \$187.50 a year. Purchase option \$3750.

14. Mr. F. H. Akers presented to the Board \$45,200 - a fund that had been raised by the Dodge automobile dealers of America as a memorial to him as an appreciation for his services as Sales Manager of the Dodge Brothers Motor Car Company over a period of 25 years, Mr. Akers having retired from active work on December 31, 1947.

This fund is to be known as the "Forest H. Akers Scholarship Fund." It is to be invested and the income used for the purpose of assisting worthy male students in acquiring an education at Michigan State College. Assistance to students from said income may be given either by making loans to such students or by establishing scholarships, or in any other manner in the discretion of the State Board; provided, however, that so long as John A. Hannah continues as an active executive of Michigan State College, the Board shall be governed by his wishes in the distribution of this income to students.

On motion of Mr. Mueller, seconded by Mr. Armstrong, it was voted to accept this generous gift from Mr. Akers and the Dodge dealers of America, and to express to them the sincere appreciation of the Board for this unique and generous expression of confidence in Mr. Akers, in the youth of America and in Michigan State College and suggests that the President write a proper letter of appreciation to the donors to this fund.

Bids steam main from Ag. Engr. to Sugar Beet Greenhouses Hickey, Shaw Winkler low.

Michigan St. Scholarship Awards set up to replace other scholarships from college-controlled funds

Approval of purchase of 2 pieces of farm land and leasing and purchase options app. for 6 other pieces.

F. H. Akers Scholarship Fund set up.

January 15, 1948

Miscellaneous, continuedInc. salary  
Dr. Combs

15. Increase in salary for Dr. William Combs, Administrative Assistant to the President on Academic Affairs to \$7,000, effective January 1, 1948.

Inc. salary  
Kirkpatrick  
Lawton

On motion of Mr. Mueller, seconded by Mr. Armstrong, it was voted to approve the above-mentioned increase in salary for Dr. Combs.

16. Increase in salary for Dr. Kirkpatrick Lawton, Assistant Professor (Research) in Soil Science, to \$5100 effective January 1, 1948.

On motion of Mr. Brody, seconded by Mr. More, it was voted to approve the increase in salary for Dr. Lawton.

Policy for  
academic em-  
ployees that  
was put into  
effect in  
1944 is here-  
by made part  
of the Board  
records.

17. Approval of policy for academic employees.  
In March 1944 this Board authorized and directed the officers of the College to prepare the budget for the next fiscal year (1944-45) on the basis of placing all academic employees on the same basis of remuneration. Prior to this action, Research and Extension employees worked eleven months and were given one month's vacation, and teaching employees taught for the three regular terms of the school year and when they taught in the summer school they were paid additionally for it. The budget for 1944-45 was prepared and subsequently approved on the basis of these directions. This statement is for the purpose of completing the record.

Effective July 1, 1944, all academic employees were put on the same basis, with eleven months of responsibility to the College and 30 days vacation time. A salary adjustment for teaching employees was made to compensate them for the change. The Board indicated then its approval of the policy that teaching employees are expected to teach three quarters, and in general the fourth quarter is to be used 30 days of free vacation time and the balance in a manner mutually agreed upon that will be beneficial to the institution and the employee, such as in advanced study, research, writing, extension activities, education travel, gaining practical experience in the field, etc. In making the shift for the summer term of 1944, teaching employees teaching in that summer term who received a smaller increase in annual salary 1944-45 as compared to 1943-44 than they would have received for teaching in the 1944 summer school if compensated on the basis previously used for summer school pay, were paid at the end of the summer term the difference between these figures--so that no employee suffered a loss of income in the year 1944-45 because of this change.

On motion of Miss Jones, seconded by Mr. Armstrong, it was voted to make the above policy part of the Board records.

J.H. Burroughs  
to offer Bel-  
gian horses  
to 4-H Club  
boys and girls

18. The President discussed with the Board an offer made by Mr. J. H. Burroughs of Flint to donate certain imported Belgian horses to the College for distribution to 4-H Club boys and girls.

The Board suggests that the College try to locate worthy and deserving 4-H Club members who would make good use of these horses but that the gifts should be directly from Mr. Burroughs to the individual members rather than through the College.

19. Mr. Cress appeared before the Board and presented the resolution concluding the negotiation with the National Bank of Detroit and The Manufacturers National Bank of Detroit for the borrowing of \$2,750,000.

Approval of  
Resolution  
authorizing  
execution of  
Term Loan Agree-  
ment for  
borrowing of  
\$2,750,000

On motion of Mr. Brody, seconded by Miss Jones, it was voted to approve the following resolutions:

RESOLUTION AUTHORIZING THE EXECUTION OF THE TERM LOAN AGREEMENT FOR THE BORROWING OF \$2,750,000.00.

WHEREAS, the State Board of Agriculture, in the exercise of its constitutional and statutory duties, at its regular meeting held on December 12, 1947 did, by appropriate action, authorize the borrowing of the sum of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00) from the National Bank of Detroit and The Manufacturers National Bank of Detroit, both national banking institutions, with principal offices in the City of Detroit, Michigan; and

WHEREAS, the Ann Arbor Trust Company, as Fiscal Agent for the Board, has presented to it a Term Loan Agreement, which Loan Agreement has, in substance, been approved by said national banking institutions; and pursuant to the terms of which, they are willing to loan said sum of \$2,750,000.00 to the Board; and

WHEREAS, the Board has determined that said Loan Agreement is in proper form and that it is expedient and proper that it cause said Loan Agreement to be executed; and that it borrow said sum of \$2,750,000.00, to be used solely for the purposes therein designated.

NOW, THEREFORE, BE IT RESOLVED by The State Board of Agriculture that any two of the following officers, to-wit: J. A. Hannah, President of Michigan State College of Agriculture and Applied Science, Karl H. McDonel, its Secretary, or Philip J. May, its Comptroller, be and they are hereby authorized, empowered and directed, for and on behalf of the Board, and as its official act and deed;

(a) To make, consent to, and agree to any changes in the terms and conditions of said Loan Agreement which they may deem necessary and proper, prior to or at the time of the execution of said Loan Agreement, but no such amendment shall change the provisions therein for the amount to be borrowed or the interest rates to be paid thereon.

ADDITIONAL ITEMS, continuedMiscellaneous, continued

19. Resolution authorizing term loan agreement for borrowing of \$2,750,000 continued:

(b) To sign and execute the Term Loan Agreement, together with the necessary notes, instruments and documents required and necessary to evidence the borrowing of said sum of \$2,750,000.00 from said national banking institutions, and to effectuate said borrowing pursuant to the terms and conditions set forth in said Loan Agreement.

(c) To perform such further acts and deeds which they shall deem necessary, expedient and proper in relation to the borrowing of said moneys.

BE IT FURTHER RESOLVED that said Term Loan Agreement shall be incorporated in and shall become a part of the minutes of this meeting of The State Board of Agriculture.

RESOLUTION APPROPRIATING FUNDS.

WHEREAS, The State Board of Agriculture, in the exercise of its constitutional and statutory duties, did, at its regular meeting held on December 12, 1947, authorize and direct the borrowing of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00) from the National Bank of Detroit and The Manufacturers National Bank of Detroit, both national banking institutions with principal offices in the City of Detroit, Michigan; and

WHEREAS, the Board, on even date herewith, has authorized the entering into of a Loan Agreement which has been approved, in substance, by said banks and which provides that this Board shall repay the sum of \$2,750,000.00 to be borrowed under the terms and conditions set forth in said Loan Agreement, together with the interest thereon, from the Net Income, as therein defined, derived from the operation of Mason-Abbott Hall, the new dormitory to be constructed as provided for in said Loan Agreement, certain Student Fees therein specified, and other funds which this Board may legally appropriate for such purpose; and

WHEREAS, it is deemed necessary, expedient and proper that this Board appropriate and pledge certain funds which it now has and will hereafter have under its control to assure that all payments to be made on said Loan, both as to principal and interest which shall accrue thereon, may be paid in accordance with the schedule set forth in said Loan Agreement.

NOW, THEREFORE, IT IS RESOLVED by The State Board of Agriculture that it shall, and it does hereby appropriate and allocate from the moneys now and hereafter charged, collected and paid by the Veterans Administration for each student attending Michigan State College of Agriculture and Applied Science under the G. I. Bill of Rights, whether a resident of the State of Michigan or not, the amount of Thirty Dollars (\$30.00) for the regular academic year (Ten Dollars (\$10.00) per term) and the amount of Ten Dollars (\$10.00) for the summer term of the College, for the purpose of meeting payments to the Agent as provided for in the Loan Agreement, until such time as the indebtedness to the banks under said Loan Agreement shall be paid in full.

BE IT FURTHER RESOLVED that the funds so appropriated and allocated, as collected, shall be segregated and are hereby pledged for the purpose of meeting the payments of principal and interest in accordance with the terms and conditions set forth in said Loan Agreement, and shall be paid over to the Agent as they shall become available for such purpose.

TERM LOAN AGREEMENT

- A - 1 Parties. By and between The State Board of Agriculture, a body corporate, created by and existing under the Constitution of the State of Michigan, (hereinafter called the "Board"); the financial institutions named in Section I of this Agreement, (hereinafter sometimes collectively called "Banks" and individually called "Bank"); and Ann Arbor Trust Company, of Ann Arbor, Michigan, (hereinafter called the "Agent").
- A - 2 Facts. The facts upon which this Agreement is based are as follows:
- A - 3 Statement of Board. The Board, in the exercise of its constitutional and statutory duties, has determined that it is necessary and expedient to construct an addition to the present athletic stadium of Michigan State College of Agriculture and Applied Science, on its campus at East Lansing, Michigan, and that it is also necessary and expedient to construct, furnish and equip a new dormitory on the campus of said College, which dormitory, when completed, will be suitable to house approximately 900 male students attending said College.
- A - 4 Amount and Purpose of Loan. The Board, by proper resolution, has duly determined to borrow, by means of a commercial bank loan, the sum of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00), for the purpose of providing money to be used, together with other funds available, to pay for the construction of said addition to the athletic stadium and the costs of constructing, furnishing and equipping the dormitory, to be constructed as herein contemplated, and for other expenses incidental thereto.
- A - 5 Banks Willing to Loan. The Banks are willing to make the said Loan for the said purposes, upon the terms and conditions more fully set forth herein.
- A - 6 Agent Willing to Act. The Agent is willing to accept the agency and assume the duties herein imposed, under the terms and conditions herein set forth
- A - 7 Mutual Covenants. The parties above named, in consideration of the premises and the mutual agreements herein contained, each for itself and not for each other, do hereby agree as follows:

Resolution appropriating funds.

Term Loan Agreement approved

Approval of  
Term Loan  
Agreement

Miscellaneous, continued

19. Term Loan Agreement, continued:

Definitions:

- A - 8 Fiscal Year. The term "year" as used herein shall have reference to the fiscal year employed by Michigan State College of Agriculture and Applied Science in keeping its books of account, to-wit: July 1 to June 30 unless otherwise mutually agreed, or unless it can clearly be ascertained from the context that the calendar year or College year is intended.
- A - 9 College. The term "College" as used herein shall have reference to Michigan State College of Agriculture and Applied Science, located in the City of East Lansing, County of Ingham, and State of Michigan.
- A - 10 Stadium. The term "stadium" as used herein shall have reference to the athletic stadium located on the campus of said College.
- A - 11 Dormitories The term "dormitories" as used herein shall have reference to the dormitory now completed and used by the College for housing male students of the College and named and known as "Mason-Abbott Hall", and the new dormitory to be constructed as herein provided.
- A - 12. Student Fees. The term "Student Fees" as used herein shall have reference to those fees which the Board agrees to charge and collect from students attending the College, as provided for in paragraph 3 - 11 hereof.
- A - 13 Mason-Abbott Hall Net Income. The term "Mason-Abbott Hall Net Income" as used herein shall mean and include: all of the income received and to be received, on or after July 1, 1947, from the dormitory located on the campus of the College, named and known as "Mason-Abbott Hall", including, but not limited to, rental of rooms, income from the operation of the dormitory dining room operated in conjunction therewith, and other service charges made and collected in connection with the operation of said dormitory, after deducting from the aggregate thereof the actual expenses of operation, ordinary maintenance, a properly allocated share of charges for insurance, and ordinary repairs to building and equipment.
- A - 14. New Men's Dormitory Net Income. The term "New Men's Dormitory Net Income" as used herein shall mean and include: all of the income received and to be received from the operation of the new dormitory to be erected on the campus of the College in accordance with the terms of this Agreement, including, but not limited to, rental of rooms, income from the operation of the dormitory dining room to be operated in conjunction therewith, and other service charges made and collected in connection with the operation of said dormitory, when said dormitory shall be placed in operation, after deducting from the aggregate thereof the actual expenses of operation, ordinary maintenance, a properly allocated share of charges for insurance, and ordinary repairs to the building and equipment.
- A - 15 Net Income. The term "Net Income" as used herein shall mean and include Student Fees (defined in paragraph A - 12 hereof), Mason-Abbott Hall Net Income (defined in paragraph A - 13 hereof), and New Men's Dormitory Net Income (defined in paragraph A - 14 hereof).
- A - 16. Loan The term "Loan" as used herein shall have reference, unless the context clearly indicates otherwise, to the loan of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00) made by the Banks to the Board.
- A - 17 Notes The term "Notes" as used herein shall have reference to the notes given to the Banks as evidence of the Loan, and the term "Note" shall have reference to the note given each separate Bank.

SECTION I.

COMMITMENT OF BANKS

- 1 - 1 Each Bank agrees, for itself only and not for each other, on the date of which this agreement shall be signed and delivered, to lend to the Board, and the Board agrees to borrow from the Banks, upon the terms and conditions more fully set forth herein, the sums hereinafter set forth opposite its name:

<u>Name of Bank</u>	<u>Amount of Loan</u>
National Bank of Detroit	\$2,050,000.00
The Manufacturers National Bank of Detroit	700,000.00
Total Amount of Loan	\$2,750,000.00

and each Bank further agrees, on said date, to cause the sum so loaned by it to be made available to the Board at the respective Bank's principal office in the City of Detroit Michigan.

The Banks and the Board agree that the sums so loaned by each Bank shall be held by the respective Banks as a Cash Collateral Account, pledged as security for the payment of the respective Notes until such time as the Agent shall withdraw the same for the purposes herein authorized, and all such withdrawals shall be made pro rata.



ADDITIONAL ITEMS, continuedMiscellaneous, continued

## 19. Term Loan Agreement, continued:

Approval of  
Term Loan  
Agreement

The Board and each Bank, for itself only and not for each other, agree that in making the Loan herein contemplated, the funds so made available to the Board may be withdrawn by the Agent upon its written request, in such amounts, and upon such dates as requested, to and including June 15, 1949, for the purposes herein stated; and it is mutually agreed that all rights to make withdrawals from the Banks subsequent to said date shall cease.

It is mutually agreed by the Banks and the Board that notwithstanding anything to the contrary contained in the Notes executed by the Board, as evidence of the Loan, the Banks will charge and the Board will pay interest on said Loan to the respective Banks in accordance with the following schedule of rates:

(a) For the period and to the extent that the Notes shall not be secured by the said Cash Collateral Account, at the rate of two and one-quarter per cent ( $2\frac{1}{4}\%$ ) per annum; provided always, however, that in the event it shall be determined in the future that such interest will not be exempt from Federal Income Tax, said interest rate shall be three and one-quarter per cent ( $3\frac{1}{4}\%$ ) per annum.

(b) For the period and to the extent that the Notes shall be secured by the said Cash Collateral Account, at the rate of one-half of one per cent ( $\frac{1}{2}$  of  $1\%$ ) per annum.

The authority to withdraw proceeds of the Notes from the Cash Collateral Accounts shall cease at the close of business on June 15, 1949 and all sums then remaining in each Cash Collateral Account shall be credited by the Bank holding the same as a payment on its Note.

All interest payable hereunder in accordance with the schedule of interest above set forth shall be payable semi-annually to the respective Banks on the fifteenth day of June 1948, and on the fifteenth day of December 1948, and on the fifteenth day of each June and December thereafter until the Notes evidencing the Loan shall be paid in full.

SECTION II  
PREPAYMENT OF NOTES

- 2 - 1 Upon fifteen (15) business days' notice, or upon any interest payment date, the Board may, from time to time, prepay the Notes in whole or in part. Provided, however, in the prepayment of Notes, preference shall not be given one Note over the other Note, and all funds used for the prepayment of Notes shall be applied on each Note in that proportion that the face value thereof bears to the total amount loaned hereunder.

In making any payments to the Banks herein provided for, the Board reserves the right to use any funds in its possession which it may appropriate for that purpose.

SECTION III  
AFFIRMATIVE COVENANTS OF THE BOARD

- 3 - 1 Restriction on Use of Funds. The Board agrees that all funds borrowed hereunder, together with the funds released to the Agent under paragraph 3 - 9 hereof, shall be impressed with a trust, for the following purposes, solely, to-wit:
- (a) The sum of Two Million Five Hundred Thousand Dollars \$2,500,000.00 of such funds shall be reserved for and used to the extent required to pay the costs of completing the construction and the furnishing, equipping and landscaping of a dormitory, to be erected on the campus of the College, which will be suitable for housing approximately nine hundred (900) male students attending said College, as herein provided, and for other expenses incidental thereto.
- (b) The balance of such funds not reserved for and used for the purposes set forth in the preceding paragraph may be used to pay the costs of the construction of an addition to the athletic stadium located on the campus of the College, increasing the seating capacity thereof from approximately twenty-three thousand (23,000) persons to approximately fifty thousand (50,000) persons, and for other expenses incidental thereto.
- 3 - 2 Deliver Architects' Estimates. The Board agrees that simultaneously with the execution and delivery of these presents and on or before February 20, 1948, and on or before the tenth day of each month thereafter, so long as this Loan Agreement shall be in effect and until the new dormitory to be erected as herein provided shall be completed and furnished and equipped, it will deposit with the Agent a revised estimate by the Architects, prepared as of the first day of said month, of the cost of constructing said dormitory and furnishing and equipping the same, so that said dormitory will be, in all respects, reasonably suitable for housing approximately nine hundred (900) students attending said College.
- 3 - 3 Let Contracts and Complete Work. Subject to restrictions imposed by war or governmental regulations and to public catastrophe or events or conditions beyond its control, the Board agrees that it will:
- (a) Proceed immediately with the preparation of plans and specifications for the men's dormitory, as herein contemplated.



ADDITIONAL ITEMS, continued

2514

Miscellaneous, continued

Approval of  
Term Loan  
Agreement

19. Term Loan Agreement, continued:

(b) Cause the construction of said proposed men's dormitory to be commenced not later than May 1, 1948, in accordance with plans and specifications which will be deposited with the Agent and approved by it prior to the beginning of construction.

(c) Cause the men's dormitory to be completed, furnished and equipped on or before September 15, 1949, in a manner satisfactory to the Agent, so that the same will be, in all respects, reasonably suitable for the purposes for which it is designed.

3 - 4 Make Progress Payments. Upon receipt by the Agent of certificates of the Architects, satisfactory to it and the Board, showing that construction has so progressed that the funds of the Board borrowed hereunder and which it may have available from other sources are sufficient to complete and to pay for in full all costs of the men's dormitory to be constructed as herein provided, so that it will be, in all respects suitable for the purposes for which it is designed, the Board may and will, from time to time, upon estimates of the Architects, accompanied by sworn statements of the Contractors, satisfying the provisions of the Mechanics Lien Law and provisions for payment of sub-contractors, laborers and material men, and upon certificates of the Board for funds expended by it, satisfactory to it, request the Agent to and the Agent will cause to be released funds from the proceeds of this Loan for the payment of contractors and sub-contractors.

The Agent agrees that it will, at any time, upon request of the Banks, supply the Banks, with a list of all payments made; and, further, will, upon request, procure and furnish to the Banks a certificate of the Architects, certifying as to the estimated amount required to complete the construction of the men's dormitory, and such other evidence as the Banks may require to satisfy them that all construction incidental to the construction of the men's dormitory and the furnishing, equipping and landscaping thereof can be paid for.

In the event it shall appear to the Agent that such funds available from other sources, together with the proceeds of this Loan, will not be sufficient to complete the construction, furnishing and equipping of the men's dormitory, the Agent shall then have the right to refuse to release any of the funds borrowed hereunder until it shall have received from the Board assurances satisfactory to the Agent that such funds to complete such construction, furnishing and equipping of the dormitory have been provided for.

3 - 5 Carry Insurance During Construction. The Board agrees to carry insurance during the construction of the men's dormitory, in such amounts, of such types, and in such companies as may reasonably be determined and required by the Agent. Such insurance shall be payable to the Agent as its interest shall appear.

3 - 6 Board to Give Security. For the purpose of vesting in the Agent a first lien upon the Net Income, as herein defined, the Board does hereby grant, convey, set over and assign to the Agent all such Net Income, as security for the payment in full of the Notes and for the performance of the covenants hereof; and hereby agrees, on demand, to exercise and deliver such other instruments and documents as may be deemed necessary and advisable by the Banks to effect the purpose and intent hereof.

3 - 7 Payments to the Agent. The Board agrees that it will set aside and that it will pay to the Agent, subject to paragraph 3 - 9 hereof, for distribution to the Banks, on the dates stated below, pro rata, according to the principal amount loaned by the Banks hereunder, respectively, out of Net Income and other funds which may, from time to time, be legally appropriated for such purpose, the following sums, to-wit:

(a) On the fifteenth day of May 1948, and on the fifteenth day of May in each year thereafter until the Loan shall be paid in full, a sum equal to all interest payable on the next succeeding June 15th <sup>plus</sup> (as to the June 15, 1948, payment, and thereafter) a sum equal to the principal payments hereinafter scheduled, as payable on the next succeeding June 15th.

June 15, 1948	\$500,000.00
June 15, 1949	500,000.00
June 15, 1950	450,000.00
June 15, 1951	450,000.00
June 15, 1952	450,000.00
June 15, 1953	450,000.00
June 15, 1954	950,000.00

All payments made to the Agent on May 15 in each year shall be payable from Net Income earned and collected during the fiscal year ending June 30 of the year in which such payment is made.

(b) On the fifteenth day of November 1948, and on the fifteenth day of November in each year thereafter until the Loan shall be paid in full, a sum equal to the interest which shall accrue and become payable on the Loan on the next succeeding December 15. This payment shall be payable from Net Income earned and collected during the fiscal year ending on the next succeeding June 30.

(c) On or before October 15, 1948, and on or before October 15 in each year thereafter until the Loan shall be paid in full, all Net Income, as defined above, after meeting all payments herein provided for.

ADDITIONAL ITEMS, continuedMiscellaneous, continued

## 19. Term Loan Agreement, continued:

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(d) Each of the above named Banks shall share in the distribution of principal payments above provided for and the Net Income paid to the Agent, as provided for in sub-paragraph (c) of this paragraph 3 - 7, to the extent of its pro rata interest in the Loan made hereunder; and each of the Banks will receive payment of interest computed in accordance with the schedule set forth in Section I hereof.

3 - 8. Refund Principal Balance on Maturity. The Board agrees that it will proceed in such manner and take such action as may be necessary to provide funds required to pay any balance owing on the Notes as of June 15, 1954, including provisions for refunding the principal balance owing as of that date.

3 - 9. Banks Agree to Release Revenue. In consideration of the pledge of Net Income, as herein defined, for the fiscal years beginning July 1, 1947 and July 1, 1948, each Bank agrees, for itself only and not for each other, to release to and make available to the Agent all Net Income paid to it under paragraph 3 - 7 hereof to meet the two principal payments of Five Hundred Thousand Dollars (\$500,000.00) each, scheduled to be made to the Agent as provided for in sub-paragraph (a) of paragraph 3 - 7 hereof on May 15, 1948 and May 15, 1949. Provided, however, that the Banks shall not be required to release to the Agent any such Net Income, to be used for the purposes herein authorized, if the Board shall be in default of any payments to be made to the Agent under paragraph 3 - 7 hereof; nor shall said Banks, collectively, be required to release to and make available to the Agent such Net Income in an amount in excess of One Million Dollars (\$1,000,000.00). Provided further, that each of the Banks will release such Net Income, as requested by the Agent, in the proportion that its pro rata interest in the Loan bears to said Loan. It is further condition of this covenant that the Net Income so released may be used for the same designated purposes as funds borrowed hereunder may be used, and for no other purpose.

3 - 10. Board to Maintain and Operate Dormitories. The Board agrees that it will maintain and operate the Dormitories as follows:

(a) That it will at all times keep the dormitory named and known as Mason-Abbott Hall, and the new men's dormitory to be constructed as herein contemplated, when completed and ready for occupancy, in operation while the College is in session, except during the summer session, when one or both may be operated or closed, in the discretion of the Board, providing the closing thereof will not jeopardize the ability of the Board to make the payments provided for in paragraph 3 - 7 hereof.

(b) That it will at all times use its best efforts to collect rates for rooms and board sufficient to produce Mason-Abbott Hall Net Income and New Men's Dormitory Net Income, as defined in paragraphs A - 13 and A - 14 hereof, which, when taken together with the Student Fees to be collected as herein provided, and other funds which the Board may, from time to time, appropriate, will be sufficient to meet all payments to be made to the Agent, as provided for in paragraph 3 - 7 hereof.

(c) That it will, if necessary to meet the payments to be made to the Agent herein provided for, adopt such reasonable rules, regulations and requirements relative to the residence of students attending Michigan State College of Agriculture and Applied Science as shall be necessary to assure that said Dormitories will be as fully occupied during the academic year as is reasonably possible.

3 - 11. Board to Charge Student Fees. The Board agrees that it will, beginning with the fiscal year of said College starting July 1, 1947, and until the Loan is paid in full:

(a) Charge and collect from each student attending the College, who is an out-of-State student (non-resident of Michigan) and who is not attending the College under the G.I. Bill of Rights so called as part of his "Out-of-State Fee" (presently provided for in the catalog of the College) a fee at the rate of Thirty Dollars (\$30.00) for the regular academic year (Ten Dollars (\$10.00) per term), and a fee at the rate of Ten Dollars (\$10.00) for the summer session of the College.

(b) That it will, if necessary to meet the payments to be made to the Agent provided for in paragraph 3 - 7 hereof, in addition to the fees to be charged as provided for in sub-paragraph (a) hereof, charge and collect from all students attending the College, as part of their course fee, a fee which will be sufficient to produce total funds from this course of revenue, which, when taken together with the Out-of-State Fees to be charged and collected under sub-paragraph (a) of this paragraph 3 - 11, the Mason-Abbott Hall Net Income, and New Men's Dormitory Net Income, as defined in paragraph A - 13 and A - 14 hereof, and other funds which the Board may from time to time appropriate, will be sufficient to meet all payments to be made to the Agent, as provided for in paragraph 3 - 7 hereof.

The Board further covenants and agrees that the Student Fees which it herein agrees to charge, collect and segregate shall be in addition to any Out-of-State Fees or Course Fees which this Board may have appropriated, allocated, pledged or aliened by any prior action on its part, contractual or otherwise.

The Board further covenants and agrees that as said fees are collected from students, as above provided, it will cause the same to be segregated; and the same shall be impressed with a trust and used solely for the purpose of meeting all payments to be made to the Agent, as provided for in paragraph 3 - 7 hereof.

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ADDITIONAL ITEMS, continuedMiscellaneous, continued

## 19. Term Loan Agreement, continued:

3 - 12 Insurance. The Board agrees that it will, out of gross income derived from the operation of the Dormitories:

(a) Pay the premiums necessary to provide fire and extended coverage insurance on the Dormitories in an amount at least equal to the principal indebtedness on the Loan from time to time outstanding, Provided, that in case the outstanding indebtedness shall be greater than the insurable interest in the buildings, then the Board shall insure the same to their insurable value.

(b) Pay the premiums necessary to provide fire and extended coverage insurance on the contents of the Dormitories, in an amount equal to their full insurable value.

(c) Pay the premiums necessary to provide rental value insurance and/or business interruption insurance for said Dormitories in a principal amount which shall not be less in any one year than \$250,000.00, or if such amount of insurance is not obtainable, then in the greatest amount obtainable; and any proceeds from such insurance shall be used solely for the purpose of meeting payments to the Agent provided for in paragraph 3 - 7 hereof.

(d) All insurance shall be carried in companies approved by the Agent. All policies of Insurance shall be assigned to and deposited with the Agent, and it shall have a first lien on all payments made on the same, up to, but not to exceed the principal balance remaining unpaid on the Loan. In case of loss, the Agent shall apply the proceeds of said insurance, except those from rental value and/or business interruption insurance, to the repair and restoration of the building and contents thereof, wholly or partially destroyed, to its or their former condition, or in such other manner as will make said buildings usable or tenantable to the satisfaction of the Agent. Provided, however, if in the judgment of the Agent, the funds received from said insurance policies or otherwise shall be insufficient to make said building or buildings usable or tenantable, then, in that case, the Agent may hold the funds paid to it by reason of such loss for the benefit of the Banks.

3 - 13 Audits and Accounts. The Board agrees to furnish to the Agent and to each Bank a written statement or statements, as of June 30 of each year, on or before September 30 of each year, showing in detail the sum collected as Student Fees during the preceding fiscal year, the gross income received from the operation of the Dormitories, the actual expenses for operation, administration, insurance, ordinary maintenance and ordinary repairs to the buildings and equipment during the preceding fiscal year, and the Net Income earned.

The report or reports shall be certified by an independent Certified Public Accountant selected by the Board and approved by the Agent.

The Board further agrees to permit the Agent to examine at any convenient time all of its books and records relating to the Student Fees and the operation of the Dormitories.

The Board also agrees that it will pay for and cause to be made any and all reasonable audits requested by the Agent, and that it will employ such Certified Public Accountant or Accountants in making such audits as the Agent shall designate.

SECTION IV.REPRESENTATIONS AND WARRANTIES

4 - 1 The Board represents and warrants that:

(a) The report of the Board under date of December 12, 1947, delivered to the Agent, respecting the past record of operation of Mason-Abbott Hall, estimates of the earning power of said Mason-Abbott Hall and the new men's dormitory to be erected as herein provided, and estimates of Student Fees to be charged and collected, fairly represent the results of its dormitory operations for the period submitted, in conformity with generally accepted accounting principles, and its best judgment as to the matters so estimated. Since the submission of such reports, there has been no material adverse change in any of the particulars thereof or factors relating thereto.

(b) No litigation or governmental proceedings are pending, or, to the knowledge of the Board, threatened against the Board, which could have a material adverse effect on this Loan or the security therefor.

(c) All acts required by the Constitution and applicable statutes of the State of Michigan and all applicable rules and regulations of the Board have been, or will be, complied with by the execution of this Agreement, and the said Agreement is, and the Notes, when issued, will be valid and binding, in accordance with the terms hereof.

SECTION V.EVENTS OF DEFAULT

5 - 1. If any one or more of the following events, herein called "Events of Default", shall occur and be continuing, the principal amount of the Notes and accrued unpaid interest thereon shall become due and payable upon demand;

(a) Default in the payment of interest on, or the principal of, the Notes when due;

ADDITIONAL ITEMS, continuedMiscellaneous, continued

## 19. Term Loan Agreement, continued:

(b) Default in the observance or performance of any other Agreement of the Board herein set forth, and continuance thereof for thirty (30) days after notice thereof to the Board from the Agent.

Approval of  
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(c) Any representation or warranty made by the Board herein or any representation or warranty made by the Board in any report, statement, schedule, or certificate furnished to the Agent pursuant to this Agreement prove untrue in any material respect as of the date of this Agreement.

SECTION VIREMEDY ON DEFAULT

6 - 1 In an event of default, as defined in Section V, the Agent may, and on direction of one or both of the Banks, shall:

(a) Proceed to enforce its rights, either by mandamus or other remedy provided by law, to compel the Board to perform each and every covenant herein contained, or by injunction, or other remedy provided by law, to prevent said Board from performing any act in violation of said covenants.

(b) Designate a general manager or general managers to take charge of and manage the Dormitories; and when the Agent shall do so, the Board agrees to appoint the person or persons so designated as such manager or managers, with all the power and authority it can legally confer to control and regulate the operation of said Dormitories, the condition of service, the charges to be made therefor, and to hire and discharge all employees and to fix their compensation. The Board agrees to comply with and enforce all orders and requirements of such general manager or general managers, subject only to such reasonable rules and regulations as it must make for the general welfare of students of Michigan State College of Agriculture and Applied Science.

(c) Secure the appointment by a Court of competent jurisdiction of a Receiver to take charge of, maintain, and operate said Dormitories under the jurisdiction of said Court.

Such rights and remedies shall be cumulative, and any two or more thereof may be exercised by the Agent successively from time to time.

In the event that one or both of the Banks shall direct the Agent to exercise one or more of the "Remedies on Default" herein authorized, and shall reasonably indemnify the Agent, as provided for in sub-paragraph (e) of paragraph 8 - 1 hereof, and said Agent shall fail to take such designated action as directed within fifteen days after receiving written notice of the same and being so indemnified, then, in that event, the Bank or Banks giving such direction shall have the right to and may exercise any and all of the "Remedies on Default" herein authorized, in the same manner as if the same had been instigated by the Agent.

The Board expressly authorized the Agent and the Banks, or either of them, to bring any of the actions at law or in equity hereinbefore mentioned, and hereby waives any immunity to being proceeded against as herein authorized which may exist by reason of its being a subdivision of State Government.

SECTION VIISECURITY AND IMMUNITY

7 - 1 Neither the Dormitories, nor the land upon which they are built, nor any other property of Michigan State College of Agriculture and Applied Science or of the Board, excepting only those moneys described in Sections A - 12, A - 13 and A - 14, hereof, shall be security for or be levied upon and sold to satisfy this Loan. No recourse under or upon any obligation, covenant, stipulation, or agreement contained in this Loan Agreement or the Notes issued hereunder shall be had against the State of Michigan or against the corporate body known as "The State Board of Agriculture", except as provided for in Sections V and VI hereof. It is further mutually agreed that no recourse to any personal liability shall be had for redress under or upon any of the obligations, covenants, stipulations or agreements of this instrument, or of the Notes issued hereunder, upon, from, or to any officer of Michigan State College of Agriculture and Applied Science, either directly or through the College, by any legal or equitable proceedings by virtue of any statute or otherwise; it being hereby expressly agreed that no personal liability shall attach to or be incurred by said officers or any member of the Board or any or either of them, under or by reason of any or either of the obligations, covenants, stipulations or agreements herein contained or in the Notes issued hereunder, expressed or contained therein, or implied therefrom; it being expressly understood and agreed that this Loan is secured by and payable only from those moneys described in Sections A - 12, A - 13 and A - 14, and that no other liability for the payment of moneys shall attach to or be incurred by the State of Michigan, The State Board of Agriculture, or any member or officer of Michigan State College of Agriculture and Applied Science, or it or their successors; all other liability, except as herein provided, being expressly waived.

SECTION VIIIDUTIES AND COVENANTS OF THE AGENT

8 - 1 Acceptance of Agency and Conditions Thereof. The Agent, for itself and its successors, hereby accepts the agency and assumes the duties herein created and imposed, but only upon the following terms and conditions, to-wit:



Miscellaneous, continued

## 19. Term Loan Agreement, continued:

(a) The recital of facts herein shall be taken as statements by the Board and the Banks, and shall not be construed as made by the Agent.

(b) The Agent shall have no responsibility for the validity, execution or acknowledgment hereof, of the Notes secured hereby, or for the nature, extent, or amount of the security afforded hereby, or for any breach by the Board of any covenant herein contained.

(c) The Agent, save for gross negligence or wilful misconduct, shall not be liable for any loss or damage whatsoever arising out of any action or failure to act in connection with the obligations of this Agreement; and shall not be liable for the exercise of any discretion or power hereunder, or mistakes of judgment, or otherwise, except wilful misconduct or gross negligence.

(d) The Agent shall be protected in any action taken upon any notice, resolution, vote, request, consent, certificate, affidavit, statement or other paper believed by its officers to be genuine and to have been passed or signed by the proper party or parties. The Agent shall not be bound to recognize any person as a holder of a Note, unless and until the same is submitted to the Agent for inspection, if required, and his title satisfactorily established, if disputed.

(e) The Agent may select and employ suitable agents and attorneys. The reasonable compensation of the Agent and such agents and attorneys shall be paid by the Board. The Agent shall be under no obligation or duty to prosecute or defend any suit or pursue any legal remedy unless reasonably indemnified.

8-2 Funds to be Held in Trust. The Agent will hold all sums received hereunder as special trust funds for the benefit and security of the holders of the Notes, and it will distribute to the banks, in the same proportion as each Bank is a participant in the Loan and in accordance with the provisions set forth in paragraph 3 - 7 hereof and the Notes, all funds paid to it under the provisions contained in said paragraph.

SECTION IXMISCELLANEOUS

9 - 1 Notice and Demand. Any notice or demand, which by the provisions of this Agreement is required or provided to be served to or upon the Board, the holders of the Notes, or the Agent, respectively, shall be deemed to be given or served for all purposes by being sent as registered mail, postage prepaid, addressed to: The State Board of Agriculture, East Lansing, Michigan; National Bank of Detroit, Detroit, Michigan; The Manufacturers National Bank of Detroit, Detroit, Michigan; or Ann Arbor Trust Company, Ann Arbor, Michigan, respectively; or if any other address shall at any time be designated by any of them, in writing, to the others, to such other address or addresses.

9 - 2 No Waiver from Course of Dealings. No course of dealings between the Board, the holders of the notes, and the Agent, or any of them, or any delay on the part of the Agent in exercising any rights hereunder or under the Notes, shall operate as a waiver of any rights hereunder or under the Notes, or otherwise.

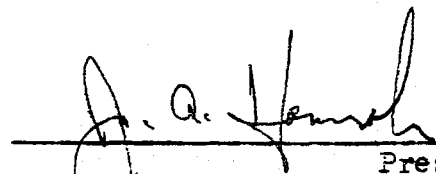
9 - 3 Termination of Loan Agreement. If and when the principal and interest stipulated hereunder shall have been paid, or the Board shall have provided for such payment by depositing with the Agent the amount of the principal of and interest on this Loan to maturity or to a date fixed for a payment as herein provided, then this Loan Agreement shall be terminated and shall be of no further force and effect.

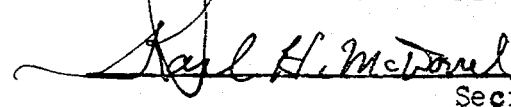
9 - 4 Invalid Provisions. Should any provision, sentence, or section of this Loan Agreement be held invalid for any reason, such holding shall not be construed as affecting the validity of any remaining portion of said section or of this Loan Agreement.

9 - 5 Agreement Executed in Counterparts. This Loan Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original, and such counterparts, together, shall and will constitute one and the same instrument.

IN WITNESS WHEREOF, The State Board of Agriculture has caused these presents to be signed by the President of Michigan State College of Agriculture and Applied Science, attested by its Secretary, and sealed with its corporate seal; National Bank of Detroit has caused these presents to be executed in its behalf by its Vice President, attested by its Assistant Cashier, and its corporate seal to be hereunto affixed; The Manufacturers National Bank of Detroit has caused these presents to be executed in its behalf by its Vice President, attested by its Assistant Cashier, and its corporate seal to be hereunto affixed; and Ann Arbor Trust Company, of Ann Arbor, Michigan, has caused these presents to be executed in its behalf by its President, attested by its Secretary, and its corporate seal to be hereunto affixed all as of the \_\_\_\_\_ day of January.

The meeting adjourned at 3:15 p.m.

  
President

  
Secretary