

The Material Supporting the Agenda includes all documentation sent to the Regents ten days prior to the meeting. Items approved for consideration after that time are not customarily included in this volume as it would be impossible to keep an accurate record. Sometimes the Secretary does not get copy of the material until weeks later.

CONTENTS TO THIS VOLUME  
1956-57

<u>Meetings Nos.</u>	<u>Dates</u>
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558	November 28, 1956
559	January 11-12, 1957
560	February 9, 1957
561	March 15-16, 1957
562	May 3-4, 1957
563	June 28-29, 1957

There was a document for each meeting held this year.

**Material Supporting Agenda**

November 2 and 3, 1956

**THE BOARD OF REGENTS  
of  
THE UNIVERSITY OF TEXAS**

Name: .....

*Office Copy*

## CALENDAR

MEETING OF THE BOARD OF REGENTS  
OF  
THE UNIVERSITY OF TEXAS  
AUSTIN, TEXAS  
November 2 and 3, 1956

Telephone: Greenwood 6-8371

Thursday, November 1

9:00 a. m. - Medical Affairs Council  
(President's Office - Conference Room,  
Main Building 101 M)

Friday, November 2

9:00 a. m. - Council on Administrative Policy\*

9:00 a. m. - Meeting of the Land and Investment Committee -  
(Regents Jeffers, Johnson, Sorrell, and Voyles)  
(Main Building 205)

10:30 a. m. - Meeting of the Buildings and Grounds Committee -  
(Regents Lockwood, (Mrs.) Devall, and Johnson)  
(Main Building 104)

10:30 a. m. - Meeting of the Academic and Developmental Affairs  
Committee - (Regents Sorrell, Jeffers, Minter, and  
Voyles)  
(President's Office - Conference Room,  
Main Building 101 M)

11:30 a. m. - Meeting of the Medical Affairs Committee -  
(Regents Oates, Minter, Jeffers, and Sorrell)  
(President's Office - Conference Room,  
Main Building 101 M)

1:00 p. m. - Lunch\*

2:00 p. m. - Meeting of the Board of Regents\*

4:00 p. m. - Meeting of the Committee of the Whole\*

\*President's Office, Main Building 101

Saturday, November 3

9:00 a. m. - Meeting of the Committee of the Whole \*

(Picture of Group to be taken)

*Chairman of Athletic Council and Coach*

12:30 p. m. - Lunch, Faculty Dining Room, Student Union Building

\*President's Office, Main Building 101

AGENDA  
BOARD OF REGENTS  
OF  
THE UNIVERSITY OF TEXAS

President's Office  
Austin, Texas  
November 2, 1956  
2 p. m.

I. Reports of Standing Committees

Page

- A. Executive Committee - Regents Voyles, Jeffers, Lockwood, Oates, and Sorrell
- B. Academic and Developmental Affairs Committee - Regents Sorrell, Jeffers, Minter, and Voyles
- C. Buildings and Grounds Committee - Regents Lockwood, (Mrs.) Devall, and Johnson
1. Appropriation for Consulting Architect's Services and Traveling Expenses in Connection with Campus Development Plans 74
  2. Award of Contract for New Power Generating Equipment, Main University
  3. Ratification of Approval of Preliminary Plans for Addition to Physics Building, Main University 74
  4. "Cap" Kidd Memorial at Texas Western College
- D. Medical Affairs Committee - Regents Oates, Minter, Jeffers, and Sorrell

- E. Board for Lease of University Lands - State Land Commissioner J. Earl Rudder, Regents Johnson and Lockwood

F. Land and Investment Committee - Regents Jeffers, Johnson, Sorrell, and Voyles *Page 57*

1. Permanent University Fund
  - a. Investment Matters
    - Report of Purchases of Securities
  - b. Land Matters
    - (1) Applications for Caliche Permits
      - (a) No. 99 - Texas State Highway Commission, Crane County, Texas
      - (b) No. 100 - Jones Bros. Paving Contractors, Reagan County, Texas
      - (c) No. 101 - Frank Montgomery, Andrews County, Texas
    - (2) Application for Highway Right-of-Way Easement No. 860, Texas State Highway Commission, Hudspeth County, Texas
    - (3) Applications for Cathodic Protection Unit Easements
      - (a) No. 861 - El Paso Natural Gas Company, Hudspeth County, Texas
      - (b) No. 862 - El Paso Natural Gas Company, Hudspeth County, Texas
    - (4) Applications for Pipe Line Easements
      - (a) No. 863 - El Paso Natural Gas Company, Andrews County, Texas
      - (b) No. 864 - Pasotex Pipe Line Company, Winkler County, Texas
      - (c) No. 865 - Texas-New Mexico Pipe Line Company, Crane and Upton Counties, Texas
      - (d) No. 866 - Stanolind Oil and Gas Company, Andrews County, Texas
      - (e) No. 867 - Phillips Pipe Line Company, Andrews County, Texas
      - (f) No. 868 - Phillips Pipe Line Company, Andrews County, Texas
    - (5) Application for Water Lease Contract No. 69, Big Lake Oil Company, Reagan County, Texas, and Assignment Thereof to Plymouth Oil Company
    - (6) Assignment of Grazing Lease No. 619 from Big Lake Oil Company to Plymouth Oil Company, Reagan County, Texas

Land and Investment Committee (Continued)

- (7) Assignment of Pipe Line Easement No. 516 from Shell Pipe Line Corporation to Comanche Pipe Line Company, Ward County, Texas
- (8) Application for Revision of Terms Approved by Board of Regents on September 21, 1956, for Water Exploration Permit No. 68, Public Service Board of City of El Paso, Texas, University Lands in Hudspeth County, Texas
- (9) Transfer of University Lands Gravity Meter to Geology Department for Research Projects
- (10) Proposed Revisions of The University of Texas Easement Form for Oil, Gas, and Water Pipe Lines
- (11) Assignment of Part of Grazing Lease No. 700 from Widow of J. Farris Baker to Louis Woodward and Part to R. L. Walker, Pecos County, Texas
- (12) Proposed Reduction of Grazing Lease Rental Payments Due January 1 and July 1, 1957, and Postponement of Rental Rate Increase to January 1, 1958
- (13) Applications for Grazing Leases
  - (a) No. 713 - Jeff Owens, Crockett County, Texas (Renewal of Grazing Leases No. 567 held by Jeff Owens and No. 568 held by J. W. Owens, expiring 12/31/56)
  - (b) No. 714 - Lee Moor, Hudspeth County, Texas (Renewal of Grazing Lease No. 575, expiring 12/31/56)
  - (c) No. 715 - M. F. King, Andrews County, Texas (Renewal of Grazing Lease No. 576, expiring 12/31/56)
  - (d) No. 716 - C. R. Cockrell, Culberson County, Texas (Renewal of Grazing Lease No. 577, expiring 12/31/56)
- (14) Cancellation of Pipe Line Easement No. 825, Phillips Petroleum Company, Andrews County, Texas
- (15) *Radi's Tower Site Easement 869-*
- c. Report on Permanent University Fund Investments for the Fiscal Year Ended August 31, 1956 (Separate Bound Book)
- d. *Investment Procedures and Accounting - Permanent Univ. Fund*

Land and Investment Committee (Continued)

## 2. Trust and Special Funds

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- (1) Report of Purchases and Redemption of Securities
- (2) E. D. Farmer International Scholarship Fund - Recommendation re Sale of St. Louis-San Francisco Railway Company Preferred Stock

## b. Bequest and Estate Matters

- (1) Texas Western College - Estate of Lucille T. Stevens - Report on Bequest
- (2) Estate of Florence Ralston Brooke, Deceased, Report on Fourth Distribution from Brown Brothers in Bankruptcy
- (3) Will of Madison Alexander Cooper, Jr., Deceased - Report on Contingent Bequest to The University of Texas
- (4) Estate of Murray Case Sells, Deceased - Report on Status of Estate

(5) *Bequest under the will of Raymond Bell (deceased) - med. Branch*

## c. Real Estate Matters

- (1) M. D. Anderson Hospital and Tumor Institute Ratification of Sale of Homestead at Fayetteville, Texas, Estate of Sophie Caroline Steves, Deceased
- (2) Texas Western College Ratification of Minerals (Other Than Oil and Gas) Prospecting Permit to Henry C. Wall, Cotton Estate Property, Hudspeth County, Texas
- (3) Brackenridge Tract
  - (a) Ratification of Contract for Demolition of Residence at 2510 Lake Austin Boulevard, Austin, Texas
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- (4) Huntington Lands
 

Report on Acceptance of Counter Offer by The American Oil Company for Purchase of 112-Acre Tract, H. B. Littlefield Survey, Galveston County, Texas



(5) Medical Branch  
 Doctor Walter J. Hildebrand Scholarship  
 Fund, Proposed Mineral Lease to Cecil V.  
 Hagen on Land in Gonzales County, Texas

(6) Texas Western College  
 Request for Extension of Lease to M. M.  
 Hardin, Cotton Estate Property, El Paso,  
 Texas

II. Special Items

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 Cotton Estate*

A. Central Administration

✓ 1. Approval of Minutes, September 21-22

✓ 2. Approval of Docket

B. Main University

✓ Small Classes, Fall Semester, 1957

C. Dental Branch

✓ Amendments to Bank Depository Agreements

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AGENDA  
BOARD OF REGENTS  
OF  
THE UNIVERSITY OF TEXAS  
COMMITTEE OF THE WHOLE

President's Office  
Austin, Texas  
November 2, 1956  
2:00 p. m.

I. Reports of Standing Committees	Page No.
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B. <u>Buildings and Grounds Committee</u> - Regents Lockwood, (Mrs.) Devall, and Johnson	
C. <u>Executive Committee</u> - Regents Voyles, Jeffers, Lockwood, Oates, and Sorrell	
D. <u>Land and Investment Committee</u> - Regents Jeffers, Johnson, Sorrell, and Voyles	
E. <u>Board for Lease of University Lands</u> - State Land Commissioner J. Earl Rudder, Regents Johnson and Lockwood	
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- ✓ d. Sealy + Smith Proposal - Psychiatric Beds
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B. Medical Branch

1. Augmentation Plan
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3. Progress Report on Water Problem

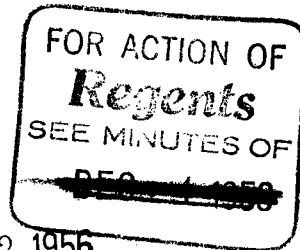
C. M. D. Anderson Hospital and Tumor Institute

Appointment, Four Members of Board of Visitors

THE UNIVERSITY OF TEXAS  
OFFICE OF THE PRESIDENT  
AUSTIN 12

October 8, 1956

NOV 2 1956



Memorandum

To: Dr. L. S. Oates  
Mr. Leroy Jeffers  
Dr. Marton M. Minter  
Mr. J. R. Sorrell  
Mr. Tom Sealy

As you know, Dr. Gill has been approached in a preliminary way by at least two outside groups who are interested in the possibilities of building a hospital near our Medical School in Dallas. Although we are obviously not in a position to act at this time on any specific proposals, it seems to us that we need some policy guidance for possible future action, and to pass on to these outside groups.

I have discussed this whole matter with Dr. Gill and Dr. Casberg and the attached communication from Dr. Gill is the result of our thoughts on the subject. Dr. Casberg is of the opinion that all seven pre-requisites set forth by Dr. Gill are important as a basis for preliminary screening, but that items 3, 4, and 5 are the key requirements.

I should appreciate it if you would give thought to this matter in advance of the Regents' meeting here in November and be prepared to make a Committee recommendation to the entire Board at that time.

Logan Wilson

LW k

cc: Dr. Malvin Casberg  
Dr. A. J. Gill  
→ Miss Betty Anne Thedford

THE UNIVERSITY OF TEXAS  
SOUTHWESTERN MEDICAL SCHOOL  
5323 HARRY HINES BOULEVARD  
DALLAS 19, TEXAS

October 4, 1958

Dr. Logan Wilson, President  
The University of Texas  
Austin, Texas

Dear Dr. Wilson:

C I greatly appreciate Dr. Casberg's visit with us yesterday to discuss the question of the private hospital facilities with several interested groups. I believe that the meetings were very helpful and should now lead to some definitive steps calculated to establish certain principles and probably a final answer as to whether or not space could be made available to one or more such private hospital groups.

O It was our conclusion that we had best formulate a few basic requirements which we believe would be necessary for a private hospital to qualify as a teaching institution. To this end I wish to recommend that the Board of Regents consider the following as the fundamental minimum requirements under which consideration might be given to provision of space on the university campus for teaching hospitals. If deemed advisable by the Board, such a policy statement might be made which could then be made available as the basis for negotiation with any group making inquiry. I believe it should be emphasized that compliance with such basic requirements as listed here would not necessarily mean approval but should provide the minimum basis for beginning negotiations. The principles which Dr. Casberg and I believe should be the minimum prerequisites are as follows:

- P
1. The hospital should be of proper form and structure as to merit approval by the University and its architectural consultants.
  2. It would need to demonstrate in some manner that adequate financing could be assured.
  3. All appointments to the hospital's professional staff should be made upon nomination by the Dean of the medical school.
  4. The chairman of each department of the medical school should be chief of the corresponding service in the hospital.
  5. A minimum number of free beds (beds for hospitalization of non-private patients) should be available. About 10% of the total bed
- Y

-2-

capacity should be reserved for such free teaching beds.

6. The consultation departments (Pathology, Radiology, Physical Medicine and Anesthesiology) should be maintained adequately by the hospital with provision made for adequate salary for personnel.

7. All decisions relative to house staff appointments, rotation, integration with other hospitals, and all decisions pertaining to number of medical students and extent of undergraduate medical school teaching shall be decided by the faculty of the medical school.

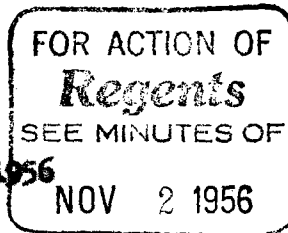
In our opinion these provisions would form the basis for development of a teaching hospital. There are, of course, many other considerations which would need to be negotiated with any prospective hospital group and, inasmuch as these might be modified by events of the future and circumstances not now anticipated, everyone should understand that additional requirements in any specific case might need to be exacted by the Board.

With best good wishes and kindest personal regards, I am

Sincerely yours,  
ORIGINAL SIGNED  
BY  
A. J. GILL, M. D.,  
DEAN  
A. J. Gill, M.D.  
Dean

AJG/cs

THE UNIVERSITY OF TEXAS  
OFFICE OF THE PRESIDENT  
AUSTIN 12



October 10, 1956

Memorandum

To: Dr. L. S. Cortes  
Mr. Leroy Jeffers  
Dr. Marton M. Minter  
Mr. J. R. Serrall  
Mr. Tom Sealy

Attached are copies of a letter from Dean Gill and from Sister Mary Helen, Administrator of St. Paul's Hospital. Both of these should be added to the memorandum I sent to you the other day as a specific case in point requiring some preliminary statement of policy on our part regarding allocation of sites at the Southeastern Medical School for the location of hospitals.

Logan Wilson

LW k  
Encl.

cc: Dr. M. A. Casberg  
Dr. A. J. Gill  
→ Miss Betty Anne Thedford



THE UNIVERSITY OF TEXAS  
SOUTHWESTERN MEDICAL SCHOOL  
3923 HARRY HINES BOULEVARD  
DALLAS 19, TEXAS

OFFICE OF THE DEAN

October 9, 1956

Dr. Logan Wilson, President  
The University of Texas  
Austin, Texas

RECEIVED	10 10 1956
DEAN	
SECRETARY	
ADMINISTRATOR	

Dear Dr. Wilson:

Enclosed is a copy of a letter which we have just received from Sister Mary Helen, Administrator of St. Paul's Hospital here in Dallas.

This letter was sent at the suggestion of Dr. Casberg and myself so that a specific and concrete question might be presented for the Board's consideration. It is, I believe, self-explanatory and includes, at our suggestion, that portion dealing with the staff appointments in which the hospital feels that it could not conform to our ideal organizational set-up as visualized in our statement of general principles for teaching hospitals.

I rather think that it would be desirable to request a formal answer from the Board to Sister Mary Helen's questions. If, for instance, the Board should feel that University properties could not be made available on these terms, then she would be able to begin negotiation for another site. It is, of course, possible that the Foundation or some other agency could be of assistance.

With best good wishes and kindest personal regards, I am

Sincerely yours,

*A. J. Gill*

A. J. Gill, M.D.  
Dean

AJG/cs  
Encl.

C  
O  
P  
YST. PAUL'S HOSPITAL  
3121 Bryan St.  
Dallas 1, Texas

October 5, 1956

A. J. Gill, M.D., Dean  
University of Texas Southwestern Medical School  
Dallas, Texas

Dear Doctor Gill:

As you know, St. Paul's has been considering a change of location. Several areas of Dallas have come up for consideration and one of these was the proposed Medical Center.

After the exploratory meetings we have had with you and your staff, the time has come to crystallize our thinking. There is one fact that I should perhaps stress and that concerns our Medical Staff. Due to local conditions and the attitude of the staff, it would not be possible to allow medical school appointment of staff or chiefs of service. Our Board of Trustees feels the obligation we owe to our Staff, who wish to maintain their autonomy.

It seems that the situation resolves itself into the following:

1. Would the University favor leasing or selling property at the Center to St. Paul's for the erection of a hospital with a possible 700 bed chassis for 500 beds?
2. If so, what factors would be involved both for the Medical School and St. Paul's?

Whatever conclusions would be arrived at concerning the proposed move, we want you to know that we would wish to continue the pleasant relationship and affiliation which St. Paul's now enjoys through its affiliation with the Medical School. We are all working toward the same goal - "the very best in patient care for the citizens of Dallas."

Sincerely,

ST. PAUL'S HOSPITAL

/s/ Sister Mary Helen  
Administrator

SMH/hm

THE UNIVERSITY OF TEXAS  
OFFICE OF THE PRESIDENT  
AUSTIN 12

October 12, 1956

FOR ACTION OF  
**Regents**  
SEE MINUTES OF  
NOV 2 1956

Memorandum

To: Mr. Tom Sealy  
Mrs. Charles Devall  
Mr. Leroy Jeffers  
Mr. J. Lee Johnson, III  
Mr. Lee Lockwood  
Dr. Marlon M. Minter  
Dr. L. S. Gates  
Mr. J. R. Sorrell  
Mr. Claude W. Voyles

For your information and study in advance of the Regents' meeting here on November 2 and 3 I am enclosing a copy of letters from Dr. Gill, together with a memorandum from Dr. Delley concerning the development of a master plan for the Southwestern Medical School tract. As you will note, the subject matter logically could be referred to at least two regental committees, but it seems to me of sufficient importance to warrant the attention of the entire Board.

Logan Wilson

LW k  
Encl.

cc: Dr. J. C. Delley  
Dr. A. J. Gill  
Mr. C. E. Sporenberg  
→ Miss Betty Anna Thedford

THE UNIVERSITY OF TEXAS  
SOUTHWESTERN MEDICAL SCHOOL  
5323 HARRY HINEE BOULEVARD  
DALLAS 19, TEXAS

OFFICE OF THE DEAN

Dr. Logan Wilson, President  
The University of Texas  
Austin, Texas

Dear Dr. Wilson:

I would like to propose that the Board of Regents now take definite action on the resolution which appears on pages 26-27 of the minutes of the Board meeting held on September 16-17, 1949, regarding the space which may be made available for possible construction of fraternity houses. I think that it would be most helpful if the Board would affirm its willingness to make space available and indicate the terms upon which this could be done.

The exact amount of space for each group, and certainly the specific location, would seem best delayed until an over-all site plan can be completed. We are now seriously handicapped in planning because all of us feel that a site plan should be worked out prior to any commitments as to traffic ways, parking space, outside animal facilities, or other construction.

It would probably assist the several fraternities, however, if they could be assured that reasonable lot space would be provided in the near future and could be informed of the terms under which such space might be made available. In my opinion, a moderate sized lot of 150x175 feet would be ample for each, although there is no particular basis for selection of this lot size. It is by no means certain that all of the six fraternal groups would wish to construct houses.

We shall be most grateful for any consideration which can be given to this problem, since nearly all of the fraternal organizations have expressed concern over future plans and many of them feel that they must now know what can be done within the next year or two.

Sincerely yours,



A. J. Gill, M.D.  
Dean

AJG/cs

\* Please advise me.



October 2, 1956

PRESIDENT'S OFFICE, U OF T

ACKNOWLEDGED \_\_\_\_\_ FILE \_\_\_\_\_

REC'D OCT 3 - 1956

REFER TO Dr. Dolky

PLEASE ANSWER \_\_\_\_\_

PLEASE READ AND RETURN \_\_\_\_\_

THE UNIVERSITY OF TEXAS  
SOUTHWESTERN MEDICAL SCHOOL  
5323 HARRY HINES BOULEVARD  
DALLAS 19, TEXAS

Van  
5/11

OFFICE OF THE DEAN

October 2, 1956

PRESIDENT'S OFFICE, U OF T	
ACKNOWLEDGED _____	FILE _____
REC'D OCT 3 - 1956	
REFER TO <u>Dr. Dailly</u>	#
PLEASE ANSWER _____	
PLEASE READ AND RETURN _____	

Dr. Logan Wilson, President  
The University of Texas  
Austin, Texas

Dear Dr. Wilson:

We have been much concerned in the last few weeks with a site plan for this campus and we are wondering if the new arrangement regarding the appointment of a consulting architect for the University is likely to change our local situation.

You will recall that about a year ago the Board of Regents appointed Mr. D. W. Woodward, Jr., to represent them in negotiations with Southwestern Medical Foundation and other interested groups in an over-all site plan for this campus. I expect that Mr. Woodward will return from his European trip within the very near future and I would like to know whether our local understanding still holds. In so far as I know, no one has been employed yet to direct a planning survey and it might be that the Regents now intend that such plans be made by or under the direction of the newly appointed consultant.

I do not wish to make it seem that we are impatient and we must be very tactful in the matter. I would appreciate your advice.

Sincerely yours,



A. J. Gill, M.D.  
Dean

AJG/cs

\* Please advise me.  
m

October 12, 1956

Dr. A. J. Gill, Dean  
The University of Texas  
Southwestern Medical School  
5323 Harry Hines Boulevard  
Dallas 19, Texas

Dear Dr. Gill:

Attached is a copy of a memorandum from Dr. Dolley concerning fraternity houses at the Southwestern Medical School. I am in agreement with the statement contained in his memorandum.

I am likewise enclosing for your information a copy of another memorandum from Dr. Dolley regarding the development of a master plan for the Southwestern Medical School tract. This memorandum, together with your letter of October 2, will be forwarded to all Regents for their study in advance of the meeting here, November 2-3. The topic will be listed on the special item agenda for the next Board meeting.

Sincerely yours,

Logan Wilson

LW k  
Encl.

THE UNIVERSITY OF TEXAS  
OFFICE OF THE PRESIDENT  
AUSTIN 12

October 11, 1956

Memorandum

To: Dr. Logan Wilson, President

From: J. C. Dolley, Vice-President for Fiscal Affairs

Subject: Dean Gill's letter concerning the development of a master plan for the Southwestern Medical School tract

At the conclusion of the January 1955 Board meeting in Dallas, the Southwestern Medical Foundation entertained members of the Board of Regents and the University staff at a luncheon. At that time, Mr. Karl Hoblitzelle spoke briefly concerning the possible development of a major medical center on the Southwestern Medical School acreage and pointed out the desirability of preparing a long-range master plan for that development. As I recall it, he stated his belief that the Foundation would provide the funds necessary to prepare such a master plan. Mr. Tom Sealy, in turn, expressed the appreciation of the Board for this offer and indicated that the Board would probably designate Mr. D. K. Woodward, Jr. as their liaison agent in negotiating such an arrangement with the Foundation and other interested parties.

At the next Board meeting (March 11-12, 1955) the Board adopted a resolution designating Mr. Woodward to serve in this capacity. Under date of March 20, 1956 Mr. Sealy addressed a letter to Mr. Hoblitzelle with reference to this project. In that letter he referred specifically to Mr. Hoblitzelle's agreement to request the Southwestern Medical Foundation (1) to assume responsibility for the employment of some experienced individual or organization to provide professional guidance in developing a master plan, and (2) to make available the necessary funds to cover the cost of a comprehensive survey and report. I have not seen Mr. Hoblitzelle's reply to that letter, and I do not know whether or not the Foundation has since definitely committed itself to the proposed project.

Dr. Gill inquires as to the propriety of requesting our new consulting architect firm to undertake the survey and development of a master plan. Such an assignment would be within the scope of their contract, although it should be pointed out that this project is much larger than was contemplated when that particular section of their contract was drafted. Under the circumstances, I do not believe that Page, Southerland and Page should be brought into the picture until either (1) the Southwestern Medical Foundation declines to assume responsibility for the project, or (2) the Board of Regents rescinds its action designating Mr. Woodward to negotiate with the Foundation concerning the project.

Memorandum to  
Dr. Wilson

- 2 -

October 11, 1956

I believe it would be in order to list this topic on the Special Item Agenda for the next Board meeting. It is my personal opinion that it is definitely desirable for the Foundation to arrange for and finance the survey. The development of a major medical center in Dallas is civic business and not University business. Indeed, when detailed planning gets underway, we may well find it desirable to arrange an outright transfer of the necessary acreage to the new medical center management.

JCD:jj

cc: Mr. C. H. Sparenberg



THE UNIVERSITY OF TEXAS  
OFFICE OF THE PRESIDENT  
AUSTIN 12

FOR ACTION OF  
**Regents**  
SEE MINUTES OF  
NOV 2 1956

October 8, 1956

Memorandum

To: Dr. L. S. Gates  
Mr. Leroy Jeffers  
Dr. Merton M. Minter  
Mr. J. R. Sorrell  
Mr. Tom Sealy

Attached is a tentative proposal for faculty organization at the Southwestern Medical School from Dean Gill. Dr. Casberg and I have looked this over and agree that it is a good first step. I should appreciate it if you would study the proposal and be prepared to have your Committee make a recommendation concerning its adoption at the November meeting of the Regents.

Logan Wilson

LW k  
Encl.

cc: Dr. Melvin A. Casberg  
→ Miss Betty Anne Thedford

TENTATIVE PROPOSAL FOR FACULTY ORGANIZATION  
AT  
SOUTHWESTERN MEDICAL SCHOOL

I. The Faculty Council

The Faculty Council shall be composed of all full-time academic departmental chairmen or acting chairmen, the Dean, the Associate Dean, the Assistant Dean for Postgraduate Education and Alumni Relations, and the Assistant Dean for Student and Curricular Affairs. If a departmental chairman is unable to attend a meeting, he may appoint a member of his department to represent him at any single meeting. Membership on the Faculty Council may not, however, be permanently delegated. At the specific request of the Faculty Council, other members of the faculty may be invited to attend specific single meetings for consultation.

The Faculty Council shall be an advisory body and shall function in an advisory capacity to the Dean. This Council shall consider matters of admission procedures, student promotion, academic standards, curriculum, examinations and the honor system, building and grounds, inter-departmental relationships, coordination of fellowships and grants, visiting lectureships, and student-faculty relationships. It shall also be within the province of this body to consider and recommend upon general questions of retirement and various funds having to do with the health and retirement of teachers. It shall be the duty of the Faculty Council to certify and recommend students for graduation and the granting of degrees. In addition to the medical curriculum, the medical art program shall be included within the functions of the Faculty Council for discussion and recommendation as to policies, standards and general problems.

Meetings shall be called, approximately every other month during the school year from September to June, by the Dean or a representative appointed by him. The Dean or his representative shall be Chairman of the Faculty Council and shall preside at each meeting.

II. Committees

The Dean shall appoint standing committees annually in September of each year for a period to extend from September to August 31 of the following year.

THE UNIVERSITY OF TEXAS  
OFFICE OF THE PRESIDENT  
AUSTIN 12

29

October 22, 1956

Dr. John E. Truslow  
Director  
The University of Texas--Medical Branch  
Galveston, Texas

Dear Dr. Truslow:

It would seem to me to be entirely pertinent for you to discuss the three subjects you mention at the Medical Affairs Committee meeting here on November 2.

Sincerely yours,

Logan Wilson

LW k

cc: Dr. L. S. Gates  
Mr. Lacey Jeffers  
Dr. Norton M. Hinder  
Mr. J. R. Sewell  
Mr. Tom Sealy  
Dr. Melvin A. Casberg  
→ Miss Betty Ann Thelford

THE UNIVERSITY OF TEXAS — MEDICAL BRANCH  
GALVESTON

THE SCHOOL OF MEDICINE  
THE SCHOOL OF NURSING  
THE TECHNICAL CURRICULA  
THE POST-GRADUATE PROGRAM

October 17, 1956

THE JOHN SEALY HOSPITAL  
THE CHILDREN'S HOSPITAL  
THE PSYCHOPATHIC HOSPITAL  
THE BOGA AND HENRY ZIEGLER HOSPITAL

PRESIDENT'S OFFICE, U OF T

ACKNOWLEDGED \_\_\_\_\_ FILE \_\_\_\_\_

RECD OCT 22 1956

REFER TO *OK W*

President Logan Wilson  
The University of Texas  
Austin 12, Texas

Dear President Wilson:

There are at least three subjects which I would like your permission to discuss with the Medical Affairs Committee at the November meeting of the Board of Regents.

*See Deliberations of Board 11/1/56*  
The first has to do with the \$3.00 minimum which we are prepared to recommend for immediate discontinuance.

Our best estimates of the income derived this year from the \$3.00 charges is between \$250,000 and \$275,000. We actually ended the past fiscal year on August 31, 1956, with a balance of about \$ 241,000. We have substantial evidence to show that there is a direct relationship between a serious decline in the number of both out-patients and in-patients, particularly with regard to the waiting list on all services and -- the \$3.00 minimal charge. We have ample evidence to show that a goodly proportion of those patients who paid \$3.00 would have paid at least \$1.00 or \$2.00 anyway. We have further suggestive evidence that a considerable number of patients have regarded the \$3.00 minimum as a \$3.00 maximum; and that ordinarily we would have been able to collect more from such patients. Finally, we believe that while the philosophy of a minimum charge is a defensible and even worthy philosophy, it becomes a devastating handicap to this institution to fight this battle as a lone wolf; and the ultimate problem lies in the disposition of local communities throughout Texas to meet these needs for the support of indigent medical care.

President Wilson

-2-

October 17, 1956

Secondly, I would like to present for discussion a first or second draft of a proposal for augmenting clinical salaries here. A copy of the first draft is enclosed for your comments and criticisms.

FOR ACTION OF  
**Regents**  
SEE MINUTES OF  
NOV 2 1956

Thirdly, I would like to discuss the application of the Nepotism ruling to the special problems of medical education. Two or three special circumstances appear worthy of emphasis. Forty-two members of our total faculty of 206 are involved in this proposal; and this probably represents a situation more common in the nature of medical education and medical practice than in other professions in academic environment.

*no action*

Certainly in the income market against which we must contend for academic personnel in the field of medicine, this program is a very persuasive factor in attracting and holding creative people. Perhaps pertinent, (or even impertinent), is the thought that any device designed to bring a greater return to the investment of medical education for women medical students has certain merits to it.

With the Medical Affairs Committee I would like to raise a question for discussion regarding the value of listing the provisions of grants and gifts in line with your memorandum of September 18th versus the time consumed in the operation.

*Admin. problem*

I have not lost track of the President's report. I don't dare make any further statement.

Sincerely yours,

John B. Truslow, M. D.  
Executive Director

JBT/mjs

October 8, 1956

CLINICAL SALARY AGGREGATION PROGRAM - UNIVERSITY OF TEXAS, GALVESTON FOR ACTION OF

**Regents**  
SEE MINUTES OF  
NOV 2 1956

I. Membership requirements

1. Current appointment on the clinical faculty, School of Medicine
2. Acceptance of teaching assignments aggregating at least 400 scheduled teaching hours per year (or equivalents annually reviewed and approved by department chairman)
3. Acceptance of base salary and salary ceiling conditions. (See paragraph III)
4. Initial nomination by procedures described below.

II. Strictly full-time appointments

1. <u>Salary scale</u> - Prof. & Chairman - \$17,500	\$500 incentive increases every 2 years shall be considered as reasonably assured - subject however to administrative recommendations
Prof. - 15,000	
Assec. Prof. - 12,500	
Asst. Prof. - 11,000	
Instructor - 9,000	

2. Private practice. No private practice shall be carried on for the primary purpose of increasing either individual or departmental income. Recognition must be given however, to the necessity of responding to exceptional pressures for professional consultation upon full-time appointees. These can easily be kept at a minimum; but in these few instances cannot be denied in patently urgent professional or political situations. Fees shall be deposited in a segregated (Agency) fund within the Medical Branch of the University (see below).

3. Annuity

#### 4. Perquisites

The following shall be provided by the University (to the extent of space availability etc) to strictly full-time appointees, without cost to them.

One office and one other room-fully furnished and maintained.

Access to secretarial help, conference rooms, laboratory space

Telephone service (except personal)

Family hospitalization in a group plan (small fee)

### III. Geographical full-time appointees

1. <u>Basic Salary Scale</u> - Prof. & Chairman	- \$15,000	\$500 incentive increases every 2 years shall be considered or reasonably assured - subject however to routine administrative recommendations.
Prof.	- 13,500	
Assec. Prof.	- 11,000	
Asst. Prof.	- 8,400	
Instructor	- 7,000	

2. The Ceiling Guide - The desideration of a clinical faculty ceiling is simply a measure of regulation short of absolute restriction of income to serve as a guide for the maintenance of the whole philosophy of full-time appointments. Full-time faculty members join the staff primarily for purposes of education and research and not for the practice of medicine.

-3-

The ceiling guide here presented is subject to modifications specified below.

Prof. & Chairman	on <u>additional</u>	\$12,500
Prof.	" "	12,500
Assoc. Prof.	" "	10,000
Asst. Prof.	" "	7,500
Instructor	" "	5,000

3. Other income sources. There are several sources of professional income which may accrue to a faculty member beyond his basic salary, within the ceiling guide.

a. Private Practice - Beyond the obligations to usual-practice described above in paragraph II 2, there are four academic and service pressures presently effective upon or within medical centers to involve geographical full-time appointees in the private practice of medicine.

(1) Medical Centers combine under one roof skills and equipment in certain areas of diagnosis and therapy not otherwise available in the community to patients and to the professions.

Consultation practice in the medical center is the answer to this need, as it is also to

(2) The need of every physician-Teacher to retain his skills as a physician that he may enjoy the respect of the students and his colleagues.



(3) Productive investigative interests in specific disease areas must be vitalized by referrals of patients suffering from these diseases whenever the special skills of the investigator can clearly contribute to the welfare of the patient, the education of the professors, the knowledge of the disease, without disproportionate expense to the patient (see paragraph ). However, no one on full-time status should be engaged in the general practice of his specialty.

(4) Teamwork approaches to complicated diagnostic problems in the educational atmosphere of the medical center cannot be denied to patients professionally or economically.

Fees are the responsibility of the physician alone. Billing and collecting are his responsibility. He agrees, however, to report his professional income from practice and his costs, annually at the same time as he makes his income-tax return. Any excess of net income over his ceiling shall be deposited in the fund.

b. Research grants, consultant fees etc - Generally on an annual basis, but occasionally on a fee-for-service arrangement, clinical faculty members in a School of Medicine are called upon by research grants, government and private agencies etc. for their skills in the resolution of a problem. Payment for these services shall be included in other income sources.

c. Payments from the Fund in the form of salary

4. Annuity

5. Perquisites and Conditions

The following shall apply to geographical full-time faculty

- (a) The University shall provide within the limits of available space

One office and one other room for which a rental shall be charged on the basis of 40% of the total square-footage at the prevailing annual rate in the city of Galveston; additional space at 100%. Similarly basic and additional furnishings, equipment, etc.

- (b) Access to secretarial help for which a salary contribution shall be made by the physician in similar proration. Additional personnel related to medical practice shall be prorated.

- (c) Telephone service - a private telephone must be installed and maintained by the physician.

- (d) Family hospitalization in a group plan - (small fee)

6. The Clinical Practice Fund

An account shall be established in the Medical Branch to be known as the Clinical Practice Fund; an agency account to be administered under regulations established by the Board of Regents.

The major deposits into this fund will be from professional fees from full-time faculty and ceiling average from geographical full-time faculty.

Disbursements will follow the following general patterns:

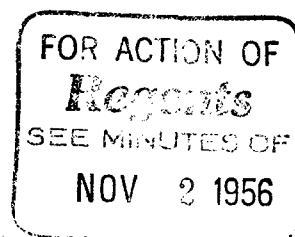
- (a) Costs of administration of the fund - not to exceed 15% or \$6,000 whichever is the larger.
- (b) Annuity payments?
- (c) Annual division of the balance as follows:
  - 20% to the Office of the Dean of Medicine -  
in a Fund to be known as The Deans Fund (q.v.)
  - 40% to the Department in proportion to its contribution to the Fund
  - 40% to the individual in proportion to his contributions to the annual total. (This is to be in excess of the ceiling table above)

7. Administration of Dean's Fund and Department Fund

Policies and procedures in the administration of these funds shall be established by the entire membership in the full-time clinical faculties.

## MEMORANDUM

To: President Logan Wilson  
 From: Betty Anne Thedford  
 Date: October 17, 1956



Subject: Council on Medical Affairs

In accordance with our conversation of some days ago regarding the Council on Medical Affairs, I checked with Vice-President Casberg who gave me the details of the proposed organization. The following is my proposal for a minute order to be approved by the Board of Regents:

Upon the recommendation of Vice-President Casberg, concurred in by President Wilson and approved by the Council on Administrative Policy, the Board, upon a motion duly made and seconded, ordered that "The University of Texas Administrative Organization", as adopted at the meeting October 14-15, 1955, be amended on Page 51 of Meeting No. 549 (Permanent Minutes, Volume III, Page 51) by adding under "Advisory Council" the following to be known as Item 3:

Council on Medical Affairs. To advise the Vice-President for Medical Affairs in his area of staff responsibility. It is composed of the Vice-President for Medical Affairs, (Chairman), the Director of the M. D. Anderson Hospital and Tumor Institute, the Dean of the Dental Branch, the Director of the Medical Branch, the Dean of the Postgraduate School, and the Dean of Southwestern Medical School. Meetings are held at the call of the Vice-President for Medical Affairs, who prepares the agenda.

It was Vice-President Casberg's suggestion that the membership be listed alphabetically and by exact title of the head of each of the medical institutions.

SN

See preceding material  
in B. S. Ext. Div  
Bureau of the  
School Service

for Mrs. Theford 38a

THE UNIVERSITY OF TEXAS  
THE BOARD OF REGENTS

**CONFIDENTIAL**

TOM SEALY, CHAIRMAN  
PETROLEUM LIFE BUILDING  
P. O. BOX 670  
MIDLAND, TEXAS

October 10, 1956

*Handwritten note*

Dr. Logan Wilson  
President  
The University of Texas  
Austin 12, Texas

*See Deliberations of Board  
Nov. 2, 1956.  
BQ*

Dear Logan:

Upon receipt of your letter of October 3 transmitting copies of the minutes of the meeting of the Legislative Council of the Interscholastic League on September 23 and Mr. Strickland's letter to you indicating that while the Legislative Council felt it could not rescind the action taken by the Executive Committee of the League in suspending Wharton for one year under Rule 27, it was of the opinion that Rule 27 should be amended so as to provide simply for forfeiture of the game and the loss of rebate privileges from basketball play-offs, and amended the rule accordingly, I telephoned Mr. Tom Abel, Chairman of the Wharton Independent School District Board, and advised him that while the Council felt it was not appropriate or wise to reverse the decision of the League's Executive Committee in the Wharton case, it did feel that Rule 27 should be revised so that a similar situation might not arise in the future, and that the rule was amended accordingly.

I am happy to advise you that while Mr. Abel was sorry that the one-year suspension in the Wharton case was not placed on a calendar year basis instead of a scholastic year basis, he was most pleased with the revision of Rule 27 as accomplished by the Legislative Council, and I think I can assure you that there will be no further repercussions from Wharton.

Please pass this information on in a confidential way to Dean Eddy, Dean Shelby, Mr. Kidd and Mr. Williams.

Sincerely yours,

*Tom*  
Tom Sealy

TS:mp

I-A-32

386

THE UNIVERSITY OF TEXAS  
OFFICE OF THE VICE-PRESIDENT  
MAIN UNIVERSITY  
AUSTIN 12

October 24, 1956

MEMORANDUM

TO: President Logan Wilson

FROM: C. P. Boner

SUBJECT: November 11 parade (to be on November 12)

The Schedule Committee of the faculty considered the possibility of including a half-holiday on November 12, 1956, but voted not to recommend such a holiday, since it did not appear to be justified in terms of our regular holiday practices. The Faculty Council adopted the schedule for 1956-57 and did not include the half-holiday for November 12. The Board of Regents at the February meeting adopted the docket containing this schedule without comment or amendment. In Executive Session of the Board in June, some mention was made of the possibility of University participation on November 12 for All-Veterans Day, but the matter was left to the regular faculty channels. In consequence of the class schedule as adopted, Dr. Macdonald has informed the ROTC units that no holiday is in prospect, and that presumably they will not march in the parade. He reports that the ROTC groups are not enthusiastic about losing the time from their regular work for purposes of the parade.

In view of the positive action of the faculty committee and the Faculty Council, I suspect that it would not be good academic practice to override the faculty again on the matter of this half-holiday, as was done in effect a year ago. At that time the faculty committee voted that, if the Board elected to amend the schedule to provide for the holiday, the provision should be for that year only.

C. P. B.

C. P. Boner

CPB:bg

cc: Mr. Lanier Cox

# THE EX-STUDENTS' ASSOCIATION

THE UNIVERSITY OF TEXAS THE UNION - AUSTIN, TEXAS

Jack R. Maguire, Executive Secretary Telephone Greenwood 6-6201

October 22, 1956

File No.: CP - 8

*See deliberations  
of Board  
Nov. 2, 1957  
BQ*

PRESIDENT'S OFFICE, U OF T  
ACKNOWLEDGED  
REC'D OCT 23 1956  
REFS TO  
PLEASE RETURN

Dr. Logan Wilson, President  
The University of Texas  
Main Building 101-A  
The University

Dear Dr. Wilson:

As a matter of information, I transmitted a check in the amount of \$1,042.98 today to Bill Morrow, Executive Director for the Committee on Higher Education, as the second contribution of The Ex-Students' Association toward the campaign in behalf of Amendment 3.

On September 25, I sent to the Committee on Higher Education a check for \$1,500.00. This makes a total of \$2,325.25 contributed directly to the Committee on Higher Education thus far by The Ex-Students' Association.

However, in addition to these direct contributions, we have raised another \$1,048.55 which, with the approval of Lanier Cox and Mr. Morrow, we have expended through this office in behalf of the Amendment. We also have spent approximately \$1,000.00 out of our own budget in behalf of this campaign and expect to continue raising money for the Committee on Higher Education.

As of this morning, we have raised a total of \$3,374.00 from members of The Ex-Students' Association in behalf of Amendment 3.

With kindest regards, I am

Cordially,

*Jack*  
Jack R. Maguire  
Executive Secretary

JRM:erm

II-1-3c

THE UNIVERSITY OF TEXAS  
OFFICE OF THE PRESIDENT  
AUSTIN 12

October 23, 1956

*See deliberations of Board  
Nov. 2, 1956.*

Memorandum

To: Mr. Tom Sealy  
Mrs. Charles Devall  
Mr. Leroy Jeffers  
Mr. J. Lee Johnson, III  
Dr. Merton M. Minter  
Dr. L. S. Oates  
Mr. J. R. Sorrell  
Mr. Claude W. Voyles

Subject: Proposed Statutory Changes listed on the Agenda as a Special Item

Listed below are various statutory changes which have been suggested by administrative officers, and my recommendation concerning each. Following approval by the Board, the necessary bills will be drafted for early submission at the forthcoming session of the Legislature.

1. I recommend that the legislative requirement of six hours of American History be amended to permit an ROTC student who completes all of the work entitling him to a commission, at or prior to the time his degree is granted, to offer his ROTC work in satisfaction of three hours of the American History requirement.

I suggest that Senator Hardeman, who was the author of the history requirement in the last session of the Legislature, be asked to introduce this amendment.

2. I recommend that we obtain statutory permission to charge a registration fee for student automobiles and to levy fines for violations of traffic regulations by students.
3. I recommend a statutory change permitting the Board of Regents to fix a uniform fee for medical and dental students not to exceed \$150 a semester (or an equivalent amount on a quarterly basis) and providing that nurses, medical and dental technicians, and students enrolled for graduate medical and dental programs shall pay a fee equivalent to that charged at the Main University.
4. Dean Keeton has requested the submission of a statute providing for a special Law Library fee. He has pointed out the high cost of acquiring, maintaining and operating a law library comparable to those of leading law schools and the fact that funds available to the University library are insufficient to meet the needs of the Law School. Dean Keeton has submitted a proposed annual budget for



the Law Library in the amount of \$84,700 which is substantially in excess of what has been made available for that purpose. The proposed fee of not to exceed \$20 a semester and \$10 a Summer term, would provide approximately \$45,000 a year as a maximum.

While there is no question as to the needs of the Law Library and the inadequacy of available funds, this condition is not unique with regard to the Law School. At present, we have neither a general library fee nor a special library fee for any school, college or component unit of the University. Establishing this special fee would, I am sure, result in similar requests from our medical units and other professional colleges and schools.

The bill, as submitted by Dean Keeton, contains the following provision: "In establishing the annual budget for the library of the School of Law, the Board of Regents shall, in light of the additional money deposited in the State Treasury for the previous fiscal year as a result of law library fee collections, seek to supplement the funds which otherwise would have been provided for the library." There is in this language at least an implied obligation for a quid pro quo in writing a separate budget for the Law Library. Two precedents would thereby be established. First, the budget for the Law Library would be separated from the general library budget and would provide salary rates higher than for similar positions in the Main Library. The second and most serious precedent would be the implied obligation to make available to the Law Library, over and above the regular budget, an amount equivalent to the total of the special library fee collected. The University has never recognized that a department or school in which a special laboratory or other fee is collected has any proprietary right or claim to such fee. Any departure from this principle would set a precedent for similar demands from many other areas.

I recommend that a special Law Library fee not be established.

5. At the last session of the Legislature, a rider was included in the appropriation bill which would have permitted institutions of higher education to set up a revolving fund for payrolls and to write their own payroll checks. It was held that this provision conflicted with the statutory provision concerning the authority of the State Comptroller, and therefore could not be implemented. Statutory authority is necessary to make possible this very desirable procedure. Our business office reports that a material saving of time and effort would result to any institution with an IBM installation available for handling payrolls. We have such an installation at the Main University, Medical Branch, and M. D. Anderson Hospital and Tumor Institute.

I recommend submission of the necessary statutory change.

6. President Holcomb has requested submission of a statute applicable to Texas Western College similar to Article 2654d-1 for the Main University. This article provides for the investment in Government bonds of student property deposit fees, the forfeiture of such

unclaimed fees four years from the date of the last attendance of the student, and the use of the interest from such bonds and of such forfeited deposits for scholarships. President Holcomb would like the use of such funds broadened to include other purposes of general benefit to the student body, e.g. in connection with the Student Union program or establishment of a student loan fund.

I recommend submission of the appropriate statutory change.

7. The Registrar and the Dean of Student Services have suggested the desirability for assessing a \$5.00 fee for late registration of undergraduate students in lieu of the present imposition of negative credit hours. While there is a possibility that a monetary penalty might tend to increase rather than decrease the number of late registrants, the Registrar believes that the opposite result is more likely. It does seem certain that the administrative burden on the faculty members who compose the Committee on Exemption from Penalties for Late Registration would be materially reduced. A late registration fee can reasonably be explained as a penalty in kind bearing a direct relationship to the cost involved in the special handling of late registrants. It is more difficult to rationalize a penalty in credit hours to a student who has been permitted to register late but who nevertheless completes his course requirements to the satisfaction of his professors.

I recommend a statutory change to authorize this fee.

8. Submission of the matter of the 1% fee charged successful bidders for University leases has previously been approved by the Board.
9. The extended vacation and holiday schedule provided in the Appropriation Bill, in addition to the 40-hour work week previously established, has increased operating costs and created staffing problems at all component units, particularly at the branches with hospital operations.

I recommend that the Board authorize the drafting and submission of an appropriate change in this rider provision to minimize this situation.

10. Without making a specific recommendation, I should like to direct the attention of the Board to the restrictive rider provision in the Appropriation Bill which prohibits the acquisition by gift or purchase of real property by any of our institutions. President Holcomb of Texas Western College has most recently called attention to this problem in the following statement. "A new statute which would permit colleges to purchase or receive unimproved land should be enacted. In our specific case there is considerable property adjoining our campus which we would like to acquire from time to time in order to consolidate our holdings into one piece of property. We are in no particular hurry to acquire these tracts; however, occasions may arise from time to time whereby we can obtain the property either by gift or at a very favorable price. Under the existing statute we are powerless to receive any real property. We also need

October 23, 1956

Page 4

permission of the Legislature to purchase property away from the campus for the construction of the proposed new home for the President. At this time we do not know where the property would be located nor the amount which would be available in a particular location for this type of structure."

*Logan Wilson*  
Logan Wilson

LW:mbh

THE UNIVERSITY OF TEXAS  
OFFICE OF THE PRESIDENT  
AUSTIN 12

43  
See  
Deliberations of Board  
Nov. 2, 1956

October 24, 1956

Memorandum

To: Members of the Board of Regents  
From: L. D. Haskeu  
Subject: State of Prospects for Membership on "The Committee of 75" for 75th Anniversary Year

At the request of President Wilson, I transmit herewith a list of some 170 names which we offer as a slate from which the President and the Board of Regents may select the membership of the Committee of 75.

Such selection is on the agenda for the November 2-3 meeting of the Board. You may prefer to confine yourselves to preliminary discussion at that time and defer final selection to the January meeting. Appointment by the present Board is strongly desired, however, and the appointment process itself will consume at least four weeks.

Each member of the Board should feel free to add names to the slate.

Nature of the slate. We started with a list of some 700 names nominated by Regents, ex-students, University officials, the Development Board, and many others. These names were divided into professional and business categories, then sub-divided by geographical location, approximate age, and identification with a component unit of the University. A committee of four (Maguire, Blunk, Keys, Haskeu) then screened the list down to its present size, trying to keep representation of categories reasonably balanced. Many, many excellent prospects were dropped out, but they will be used on other committees. We felt that it was important that we reduce the slate to manageable size for you.

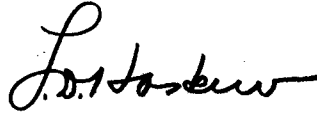
Arrangement of the slate. To expedite selection, the slate is arranged as follows: A. Geographical Representation. Two names (where available) from each of the 31 Senatorial Districts are listed. We suggest that one each be selected. Substitutions may be made from elsewhere on the slate by selecting according to Senatorial District of residence, which is indicated. B. Special Categories. To avoid overlooking certain categories, we suggest that at least some persons be selected from each of those listed. Note that most of these persons also fit under the next heading (Business-Professional Groups) and could be selected there. C. Business-Professional Groups. After the title of each group appears a number in parentheses. This is our suggestion of an approximate maximum number from that group, including all selectees.

Memorandum to Regents

- 2 -

October 24, 1956

As a final check, we suggest that you go over the entire list to be sure that at least three persons who would make a good Chairman have been named. We are assuming that you will want to name an "original 75" and then a supplementary list of ten or twelve for replacement of any who find it necessary to decline appointment.



L. D. Haske

LDH:jj

Copies to: President Logan Wilson  
Miss Betty Anne Thedford

SLATE OF NOMINEES  
THE COMMITTEE OF SEVENTY-FIVE

<u>NAME AND ADDRESS</u>	<u>OCCUPATION</u>	<u>EX-STUDENT</u>	<u>SENATORIAL DISTRICT</u>
<b>A. GEOGRAPHICAL REPRESENTATION</b>			
<u>First District</u> (Lamar, Red River, Bowie, Cass, Marion, Morris, Titus, Franklin, Hopkins, Delta)			
1a. Norman C. Russell, Texarkana	Attorney	LL.B. 41	1
1b. John D. Raffaelli, Texarkana	Attorney	LL.B. 36	1
<u>Second District</u> (Gregg, Harrison, Panola, Shelby, Rusk)			
2a. Richard W. Blalock, Marshall	Attorney	LL.B. 28	2
2b. Charles Devall, Kilgore	Publisher	B.J. 30	2
<u>Third District</u> (Nacogdoches, San Augustine, Sabine, Newton, Jasper, Hardin, Tyler, Angelina, Cherokee)			
3a. E. L. Kurth, Lufkin	Pres. Paper Mill	31B	3
3b. Mrs. I. D. Fairchild, Lufkin	Former Regent	No	3
<u>Fourth District</u> (Jefferson, Orange)			
4a. Homer E. Stephenson, Orange	Dist. Judge	LL.B. 37	4
4b. Frank L. Hubert, Orange	School Supt.	Ph.D. 52	4
<u>Fifth District</u> (Houston, Trinity, Polk, Liberty, Montgomery, San Jacinto, Walker, Grimes, Madison, Leon)			
5a. Wilbur Smithers, Huntsville	Wholesaler	B.A. 25	5
5b. Mrs. Neveille Colson, Navasota	State Senator	43A	5
<u>Sixth District</u> (Harris)			
6a. Warren S. Bellows, Jr., Houston	Construction	C.E. 39	6
6b. J. R. Parten, Houston	Oil	17L	6
<u>Seventh District</u> (Kaufman, Van Zandt, Wood, Camp, Upshur, Smith, Henderson)			
7a. Rev. Walter K. Kerr, Tyler	Methodist Minister	M.A. 48	7
7b. Smith P. Reynolds, Jr., Tyler	Oil	B.B.A. 49	7
<u>Eighth District</u> (Dallas)			
8a. Gordon Simpson, Dallas	Exec., American Oil Company	No	8
8b. George L. McGregor, Dallas	Texas Utilities	E.E. 23	8

<u>NAME AND ADDRESS</u>	<u>OCCUPATION</u>	<u>EX-STUDENT</u>	<u>SENATORIAL DISTRICT</u>
<b>A. GEOGRAPHICAL REPRESENTATION (continued)</b>			
<u>Ninth District</u> (Cooke, Grayson, Fannin, Hunt, Rains, Rockwall, Collin)			
9a. G. C. Butler, Bonham	Attorney	40L	9
9b. John D. Moseley, Sherman	College President	Yes	9
<u>Tenth District</u> (Tarrant)			
10a. C. D. Williamson, Fort Worth	President, Clothing Mfr.	No	10
10b. Mrs. J. A. Gooch, Fort Worth	Civic worker	B.A. 28	10
<u>Eleventh District</u> (Navarro, Anderson, Freestone, Limestone, Falls, Robertson, Brazos, Burleson, Washington)			
11a. Judge Ruel C. Walker, Austin (Cleburne)	Jurist	LL.B. 34	11
11b. N. Suttle Roberts, Corsicana	Banker	No	11
<u>Twelfth District</u> (Comanche, Erath, Hood, Somervell, Johnson, Ellis, Hill, Bosque, Coryell, Hamilton)			
12a. Don Eastland, Hillsboro	Attorney	LL.B. 53	12
12b. Herbert H. Williams, Comanche	Buyer	37-28A, 30-31E	12
<u>Thirteenth District</u> (McLennan, Bell, Milam)			
13a. Byron Skelton, Temple	Attorney	B.A., LL.B. 31	13
13b. Dr. H. Frank Connolly, M.D., Waco	Physician	No	13
<u>Fourteenth District</u> (Travis, Williamson, Bastrop)			
14a. John D. Simpson, Austin	Executive, Dairy	No	14
14b. Dan Moody, Austin	Attorney	14L	14
<u>Fifteenth District</u> (Lee, Waller, Austin, Colorado, Wharton, Lavaca, Fayette)			
15a. C. C. Welhausen, Yoakum	President, TexTan	B.A. 20	15
15b. Gardner Duncan, Eagle Lake	Rancher	B.B.A. 31	15
<u>Sixteenth District</u> (Brown, Mills, Lampasas, Burnet, Llano, Gillespie, Kerr, Bandera, Real, Kimble, Kinney, Mason, Menard, McCulloch, San Saba, Concho, Uvalde, Zavala)			
16a. D. W. Suttle, Uvalde	Attorney	LL.B. 28	16
16b. Dolph Briscoe, Jr., Uvalde	Rancher	B.B.A. 43	16

<u>NAME AND ADDRESS</u>	<u>OCCUPATION</u>	<u>EX-STUDENT</u>	<u>SENATORIAL DISTRICT</u>
<b>A. GEOGRAPHICAL REPRESENTATION (continued)</b>			
<b><u>Seventeenth District</u> (Fort Bend, Brazoria, Galveston, Chambers, Matagorda)</b>			
17a. J. P. Bryan, Freeport	Dow Chem. Co.	B.B.A. 29, 29-31	17
17b. John W. McCullough, Galveston	Banker	No	17
<b><u>Eighteenth District</u> (McMullen, Live Oak, Karnes, De Witt, Bee, Goliad, Victoria, Jackson, San Patricio, Refugio, Calhoun, Aransas)</b>			
18a. P. K. Stubblefield, Victoria	Banker	B.B.A. 36	18
18b. George P. Morrill, Beeville	Attorney	LL.B. 36	18
<b><u>Nineteenth District</u> (Blanco, Kendall, Comal, Hays, Guadalupe, Caldwell, Gonzales, Wilson, Atascosa, Frio, Medina)</b>			
19a. J. H. Bain, Stockdale	Banker	B.B.A. 23	19
19b. A. J. Lockett, New Braunfels	Savings & Loan	B.B.A. 27, LL.B. 31	19
<b><u>Twentieth District</u> (Nueces, Kleberg, Kenedy, Willacy)</b>			
20a. M. Harvey Weil, Corpus Christi	Attorney	LL.B. 39	20
20b. Dr. J. A. Garcia, M.D., Corpus C.	Physician	B.A. 38	20
<b><u>Twenty-first District</u> (Maverick, Dimmit, La Salle, Webb, Duval, Jim Wells, Zapata, Jim Hogg, Brooks, Starr)</b>			
21a. Abraham Kazen, Jr., Laredo	Attorney	40L	21
21b. Payne Briscoe, Laredo	Banker	No	21
<b><u>Twenty-second District</u> (Clay, Montague, Jack, Wise, Denton, Stephens, Palo Pinto, Parker, Callahan, Eastland)</b>			
22a. Jerry Fowler, Denton	Investments	11-15A&L	22
22b. Dr. H. A. Zappe, Mineral Wells	Dentist	D.D.S. 27	22
<b><u>Twenty-third District</u> (Hardeman, Wilbarger, Wichita, Cottle, Foard, King, Knox, Baylor, Archer, Haskell, Throckmorton, Young)</b>			
23a. Charles Prothro, Wichita Falls	Oil Producer	B.B.A. 39	23
23b. Joe B. Wolverton, Vernon	Banker	B.B.A. 39	23
<b><u>Twenty-fourth District</u> (Dickens, Garza, Kent, Stonewall, Borden, Scurry, Fisher, Jones, Shackelford, Howard, Mitchell, Nolan, Taylor)</b>			
24a. Don Wooten, Abilene	Wholesaler; Financier	B.A. 46	24
24b. A. M. G. Swenson, Stamford	Rancher	B.A. 23	24



<u>NAME AND ADDRESS</u>	<u>OCCUPATION</u>	<u>EX-STUDENT</u>	<u>SENATORIAL DISTRICT</u>
<b>A. GEOGRAPHICAL REPRESENTATION (continued)</b>			
<u>Twenty-fifth District</u> (Coleman, Glasscock, Sterling, Coke, Runnels, Crane, Upton, Reagan, Irion, Tom Green, Jeff Davis, Pecos, Crockett, Schleicher, Sutton, Presidio, Brewster, Terrell, Val Verde, Edwards)			
25a. Dan A. McKnight, Rock Springs	Pharmacist	Ph. 34	25
25b. Dr. James N. White, M.D., San Angelo	Physician	M.D. 38	25
<u>Twenty-sixth District</u> (Bexar)			
26a. Mrs. Edgar M. Tobin, San Antonio	Former Regent	17A	26
26b. O. S. Petty, San Antonio	Geophysics	C.E. 17	26
<u>Twenty-seventh District</u> (Hidalgo, Cameron)			
27a. Joe Cook, Mission	Newspaper Pub.	B.A. 32	27
27b. E. C. Breedlove, Harlingen	Banker	No	27
<u>Twenty-eighth District</u> (Cochran, Hockley, Lubbock, Crosby, Yoakum, Terry, Lynn, Gaines, Dawson, Andrews, Martin)			
28a. E. W. (Bud) Smith, Lubbock	Banker	LL.B. 39	28
28b. Waggoner Carr, Lubbock	Attorney	LL.B. 47	28
<u>Twenty-ninth District</u> (El Paso, Hudspeth, Culberson, Reeves, Loving, Winkler, Ector, Midland, Ward)			
29a. Stanley M. Erskine, Midland	Auto Dealer	28A	29
29b. Dorrance Roderick, Jr., El Paso	Newspaper Pub.	B.B.A. 47	29
<u>Thirtieth District</u> (Deaf Smith, Armstrong, Donley, Collingsworth, Farmer, Castro, Swisher, Briscoe, Hall, Childress, Bailey, Lamb, Hale, Floyd, Motley)			
30a. Lucian Morehead, Plainview	Attorney	LL.B. 35	30
30b. Kenneth E. Fink, Childress	Retail Furniture	B.J. 30, M.J. 31	30
<u>Thirty-first District</u> (Dallam, Sherman, Hansford, Ochiltree, Lipscomb, Hartley, Moore, Hutchinson, Roberts, Hemphill, Oldham, Potter, Carson, Gray, Randall, Wheeler)			
31a. Wales Madden, Amarillo	Attorney	B.A., LL.B. 52	31
31b. D. M. Warren, Panhandle	Banker, Newspaper	No	31

<u>NAME AND ADDRESS</u>	<u>OCCUPATION</u>	<u>EX-STUDENT</u>	<u>SENATORIAL DISTRICT</u>
<b>B. SPECIAL CATEGORIES</b>			
32. <u>Texas Western</u> (See No. 29b)			
32a. Jack Curlin, El Paso	Banker	B.B.A. 39	29
32b. Richard G. Miller, El Paso	Merchant	B.B.A. 41	29
32c. Julian Borschow, El Paso	Merchant	47	29
33. <u>Southwestern Medical</u>			
33a. James Ralph Wood, Dallas	Insurance Pres.	LL.B. 21	8
33b. Dudley K. Woodward, Jr., Dallas	Attorney	Yes	8
34. <u>M. D. Anderson</u>			
34a. Judge James Elkins, Jr., Houston	Banker	LL.B. 01	6
34b. Col. W. B. Bates, Houston	Banker	LL.B. 15	6
34c. Dr. Frederick C. Elliott, Houston	Medical Center	No	6
35. <u>Dental Branch</u>			
35a. Carroll D. Simmons, Houston	Banker	Yes	6
35b. W. Leland Anderson, Houston	Exporter	No	6
35c. Lloyd Gregory, Houston	Advertising	B.J. 22	6
36. <u>Medical Branch</u> (To be supplied by Nov. 2)			
36a.			
36b.			
36c.			
37. <u>Women</u> (See Nos. 3b, 5b, 10a, 26a, 41a)			
37a. Mrs. Charles E. Naylor, Houston		No	6
37b. Mrs. Harry C. Wiess, Houston		No	6
37c. Miss Maude Isaacks, El Paso		B.A. 27, M.A. 40	29
37d. Mrs. George Irving, Houston		No	6
37e. Mrs. George A. Hill, Jr., Houston		No	6
37f. Mrs. W. W. Fondren, Houston		No	6
37g. Mrs. Lamar Fleming, Jr., Houston		No	6
37h. Mrs. Davis Faulkner, Houston		No	6
37i. Mrs. W. S. Farish, Houston		No	6
37j. Mrs. Dupuy Bateman, Houston		No	6
37k. Mrs. Rex Baker, Houston		B.A. 16	6
37l. Mrs. J. M. (Vola Mae) Odom, Austin		Yes	14
37m. Mrs. Ben F. Vaughan, Jr., Corpus Christi		B.A. 33	20
37n. Mrs. Ray Willoughby, San Angelo		B.A. 23	25
37o. Miss Margaret Cousins, New York City		B.A. 26	0
37p. Miss Ima Hogg, Houston		99-01A	6

<u>NAME AND ADDRESS</u>	<u>OCCUPATION</u>	<u>EX-STUDENT</u>	<u>SENATORIAL DISTRICT</u>
<b>B. SPECIAL CATEGORIES (continued)</b>			
<b>38. <u>Latin-American Leaders</u></b>			
<b>(See Nos. 20b, 21a)</b>			
38a. Ed Idar, Jr., McAllen	Lawyer	B.J. 49	27
38b. M. C. Gonzales, San Antonio	Counsel for Mexican Consulate	No	26
38c. Frank Pinedo, Austin	Asst. Atty. Gen.	B.A. 48, LL.B. 50	14
38d. Judge Ezequiel D. Salinas, Laredo	Jurist	LL.B. 33	21
<b>39. <u>State Officials</u></b>			
<b>(See Nos. 5b, 11a, 21a, 28b)</b>			
39a. Governor Allan Shivers, Austin	Governor	B.A. 31, LL.B. 33	14
39b. Senator A. M. Aikin, Jr.	State Senator	No	1
39c. Weldon Hart, Austin (Not now a State Official)	Tex. Employment Commission	28-34A	14
39d. Charles F. Herring, Austin	Senator-elect	LL.B. 38	14
39e. Joe R. Pool, Dallas	Representative	29-31A&L	8
39f. William J. Murray, Jr., Austin	Tex. RR Com.	B.S. 36, M.S. 37	14

### C. BUSINESS-PROFESSIONAL GROUPS

<b>40. <u>Attorneys (20)</u></b>			
<b>(See Nos. 1a, 1b, 2a, 9a, 12a, 13a, 14b, 16a, 18b, 20a, 21a, 30a, 31a, 33b, 38a)</b>			
40a. R. D. Cox, Jr., McAllen		B.A., LL.B. 21	27
40b. Joe Bruce Cunningham, Ft. Worth		B.B.A. 50, LL.B. 51	10
40c. Wright Morrow, Houston		09-15A&L	6
40d. Walter S. Pope, Abilene		B.S. 05, LL.B. 07	24
40e. Raymond A. Lynch, Midland		LL.B. 39	29
40f. Sterling Steves, Shreveport, La.		B.A. 50, LL.B. 54	0
40g. Toddie Lee Wynne, Dallas		15-19A&L	8
40h. Sam D. Wolfe, Sherman		No	9
40i. James L. Shepherd, Jr., Houston		B.A. 16, LL.B. 17	6
40j. Barefoot Sanders, Dallas		B.A. 49, LL.B. 50	8
40k. Thomas B. Ramey, Tyler		B.A. 13, LL.B. 15	7
40l. Herman Jones, Austin		B.A. & LL.B. 34	14
40m. James P. Hart, Austin		B.A. 25	14
40n. Thornton Hardie, El Paso		LL.B. 13	29
40o. Edwin Lee Gossett, Dallas		LL.B. 27	8
40p. J. Chrys Dougherty, Austin		B.A. 37	14
40q. J. Lee Dittert, Bellville		B.A. & LL.B. 23	15
40r. Leroy G. Denman, Jr., San Antonio		B.A. 36, LL.B. 39	26
40s. Robert Lee Bobbitt, San Antonio		LL.B. 15	26
40t.			
40u.			
40v.			
40w.			

<u>NAME AND ADDRESS</u>	<u>OCCUPATION</u>	<u>EX-STUDENT</u>	<u>SENATORIAL DISTRICT</u>
C. BUSINESS-PROFESSIONAL GROUPS (continued)			
41. <u>Newspapermen</u> (4) (See Nos. 27a, 29b, 31b)			
41a. Mrs. Oveta Culp Hobby, Houston	Houston Post	No	6
41b. John T. Jones, Jr., Houston	Houston Chronicle	38-41A	6
41c. Houston Harte, San Angelo	San Angelo Standard-Times	No	25
41d. Harlon M. Fentress, Waco	President, Newspapers, Inc.	B.B.A. 23	13
41e. Amon G. Carter, Jr., Ft. Worth	Ft. Worth Star-Telegram	B.B.A. 46	10
41f. William B. Ruggles, Dallas	Editor, Dallas Morning News	07-10L	8
41g.			
41h.			
41i.			
42. <u>Jurists</u> (3) (See Nos. 4a, 11a)			
42a. Judge Joe E. Estes, Dallas	U.S. Dist. Judge	LL.B. 27	8
42b. Judge R. W. Hamilton, El Paso	Court of Civil Appeals	B.A. 24, 24-27L	29
42c. Judge R. E. Thomason, El Paso	U.S. Dist. Court	LL.B. 1900	29
42d. Hon. W. St. John Garwood, Austin	Supreme Court of Texas	18-19E	14
42e.			
42f.			
43. <u>Ranchers</u> (6) (See Nos. 15b, 16b, 24b)			
43a. Turney Fletcher, Marfa	Cattle Rancher	B.A. 37	25
43b. Robert J. Kleberg, Jr., Kingsville	King Ranch	No	20
43c. Bart Strayhorn, Rotan	Rancher	B.B.A. 48	24
43d.			
43e.			
43f.			
43g.			
44. <u>Bankers</u> (12) (See Nos. 18a, 23b, 27b, 28a, 31b, 32a, 24b, 35a)			
44a. Howard T. Cox, Austin	President, Capital National Bank	B.B.A. 36	14
44b. Dr. Watrous H. Irons, Dallas	Pres., Federal Reserve Bank	No	8
44c. Gen. J. M. Bennett, Jr., San Antonio	Chairman, Nat. Bank Com.	B.A. 31	26
44d. E. R. L. Wroe, Jr., Austin	V.P., American National Bank	B.B.A. 49	14

NAME AND ADDRESS

OCCUPATION

EX-STUDENT

SENATORIAL DISTRICT

C. BUSINESS-PROFESSIONAL GROUPS (continued)

44. Bankers (continued)

44e.	A. G. McNeese, Jr., Houston	Pres., Bank of the Southwest	B.A. 33, LL.B.37	6
44f.	Eugene S. Hooper, New York City	Pres., Mfg.Trust	B.A. 19	0
44g.	P. B. (Jack) Garrett, Dallas	Pres., Texas Bk. & Trust	LL.B. 13	8
44h.	J. Conrad Dunagan, Monahans	V.P. First State Bank	32-33E, 35-37A	29
44i.				
44j.				
44k.				
44l.				

45. Architects (1)

45a.	Karl Kamrath, Houston	Architect	B.Arch 34	6
45b.	Ray C. Arnhold, Wichita Falls	Architect	No	23
45c.				
45d.				

46. Ministers (4)  
(See No. 7a)

46a.	The Rev. Walter Dorre, Ft. Worth	Minister, Lutheran (Mo.)	No	10
46b.	Rev. W. M. Elliott, Jr., Dallas	Min. Presbyterian	No	8
46c.	The Very Reverend Vincent M.Harris Galveston	Min. Roman Catholic	No	17
46d.	Bishop Everett H. Jones, San Antonio	Bishop, Episcopalian	B.A. 22	26
46e.	Rabbi Levi Olan, Dallas	Rabbi, Temple Emanuel	No	8
46f.	Rev. Philip Wahlberg, Jr., Corpus Christi	Minister Lutheran	No	20
46g.	Rev. M. Norvel Young, Lubbock	Min., Church of Christ	No	28
46h.				
46i.				
46j.				

47. Labor Leaders (3)

47a.	Sherman A. Miles, Corsicana	President, Texas State Ind. Union Council	Yes	11
47b.	R. R. Bryant, Austin	Chairman, Brotherhood of Firemen and Enginemen	No	14
47c.	Leroy Williams, Houston	Pres., Texas State Fed. of Labor	No	6
47d.				
47e.				
47f.				

<u>NAME AND ADDRESS</u>	<u>OCCUPATION</u>	<u>EX-STUDENT</u>	<u>SENATORIAL DISTRICT</u>
C. BUSINESS-PROFESSIONAL GROUPS (continued)			
48. <u>Physicians</u> (8)			
48a. Dr. and Mrs. John A. Wall, Houston		No	6
48b. Dr. Wm. Seybold, Houston		B.S. 36, M.D. 38	6
48c. Dr. P. I. Nixon, San Antonio		B.A. 05	26
48d. Dr. J. T. McRee, Longview		22-25A	2
48e. Dr. Paul Ledbetter, Houston		B.S. 19, M.D. 21	6
48f. Dr. Mavis Kelsey, Houston		M.D. 36	6
48g. Dr. Ghent Graves, Houston		B.A. 20	6
48h. Dr. Denton Cooley, Houston		B.A. 41	6
48i. Dr. Shirley Bowen, Houston		B.A. 31, M.D. 35	6
48j. Dr. C. S. Alexander, Houston		B.A. 21, M.D. 24	6
48k. Dr. C. M. Phillips, Levelland		B.A. 27, M.D. 31	28
48l. Dr. Raleigh R. Ross, Austin		B.S. 33, M.D. 35	14
48m.			
48n.			
48o.			
48p.			
49. <u>Oil Industry</u> (10) (See Nos. 6b, 7b, 23a)			
49a. Gail Whitcomb, Houston	Ind. Oil Man	B.A. 31, LL.B. 31	6
49b. James P. Nash, Austin	Oil Producer	18-19E	14
49c. George Williamson, Jr., Jacksonville	Independent Oil Operator	25-26B	3
49d. Charles Wallace, Dallas	Magnolia Pet. Co.	24-30A&L	8
49e. Leonard F. McCollum, Houston	Continental Oil	B.A. 25	6
49f. Hines H. Baker, Houston	Humble Oil & Ref.	B.A. & LL.B. 17	6
49g. Ralph Bullington, Wichita Falls	Drilling Co.	B.B.A. 37	23
49h. C. W. Cahoon, Jr., Wichita F.	Oil business	No	23
49i. Landon H. Cullum, Wichita F.	Ind. Oil Operator	08-11E	23
49j. John W. Hampton, Wichita F.	Ind. Oil Operator	No	23
49k. George P. Hill, Ft. Worth	Oil interests	B.S. 22	10
49l. Eugene Holman, New York City	Standard Oil of New Jersey	M.A. 17	0
49m. John B. Holmes, Houston	Holmes Drilling Co.	B.B.A. 43	6
49n. Robert E. Kepke, Dallas	Pres., British American Oil Co.	Yes	8
49o.			
49p.			
49q.			
49r.			
50. <u>Business Executives</u> (15) (See Nos. 3a, 5a, 6a, 8b, 10a, 14a, 15a, 24a, 29a, 32b, 32c, 33a, 35b, 35c)			
50a. Lloyd Bentson, Jr., McAllen	Pres. Insurance Co.	No	27
50b. Arthur L. Kramer, Jr., Dallas	Pres. A. Harris	B.F.A. 43	8
50c. Lawrence B. Jones, Dallas	Pres. Mosher Steel	B.S. 24	8

SENATORIAL DISTRICT

NAME AND ADDRESS

OCCUPATION

EX-STUDENT

C. BUSINESS-PROFESSIONAL GROUPS (continued)

50. Business Executives (continued)

50d.	Dixon J. Holman, Ft. Worth	Real Estate	No	10
50e.	Charles Hawn, Athens	Lumber	26-32A&E	7
50f.	Harvey Gaylord, Ft. Worth	V.P. Bell Aircraft	No	10
50g.	Herbert J. Frensley, Houston	Brown & Root	27-29A	6
50h.	W. S. Drake, Jr., Austin	Pres. Calcasieu Ib.	No	14
50i.	Geo. P. MacAtee, III, Dallas	Bldg. materials & Supplies	B.B.A. 51	8
50j.	John W. Biggs, Vernon	Mgr., Waggoner Est.	No	23
50k.	R. W. Armstrong, Ft. Worth	Ft. Worth & Denver Railway	No	10
50l.	R. B. Anderson, New York City	Pres., Ventures, Ltd.	LL.B. 32	0
50m.	James E. Anderson, Houston	Investments	No	6
50n.	Fred W. Catterall, Jr., Austin	Pres. Walker's Austex	18-20A, 23-24B	14
50o.	Col. Cal C. Chambers, Lufkin	Pres. Texas Foundries	No	3
50p.	L. L. Colbert, Bloomfield Hills, Mich.	President, Chrysler Motors	B.B.A. 25	0
50q.	Allen Steere, Ft. Wayne, Ind.	Lincoln Nat'l. Life Ins.	LL.B. 31	0
50r.	John S. McKee, El Paso	Pres., Electrical & Mechanical Sup.	B.S. 39	29
50s.	Gus S. Wortham, Houston	Pres., Longhorn Portland Cement	08-10E, 11-12A	6
50t.	Joe C. Thompson, Dallas	Pres., Southland Industries	B.A. & B.B.A. 22	8
50u.	J. M. Odom, Austin	Contractor	B.A. 22	14
50v.	William F. Weed, Beaumont	Pre-Fab Bldg. Supply Corp.	B.A. 25	4
50w.				
50x.				
50y.				
50z.				

51. Educators (6)  
(See Nos. 4b, 9b)

51a.	Jerome A. Moore, Ft. Worth	Dean A&S, TCU	Yes	10
51b.	A. M. Meyer, Amarillo	Pres. Amarillo Jr. College	Yes	31
51c.	W. V. Houston, Houston	Pres. Rice Inst.	No	6
51d.	W. J. Adkins, Laredo	Pres. Laredo Jr.C.	Yes	21
51e.	Miss Emma May Brotze, Marshall	Classroom Teachers Leader	No	2
51f.	E. N. Dennard, Waco	Supt. Pub. Sch.	No	13
51g.	Hollis A. Moore, Tyler	Supt. Pub. Sch.	M.A., Ph.D.	7
51h.	L. P. Sturgeon, Austin	Tex. State Teachers Association	50G	14
51i.	Dr. George Beto, Austin	Pres. Concordia	M.A. 44, Ph.D. 55	14
51j.	James A. Redmond, Beaumont	Former Pres., Tex. Assn. Sch. Boards	No	4
51k.				
51l.				

<u>NAME AND ADDRESS</u>	<u>OCCUPATION</u>	<u>EX-STUDENT</u>	<u>SENATORIAL DISTRICT</u>
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C. BUSINESS-PROFESSIONAL GROUPS (continued)

52. Miscellaneous (?)

52a.	Marvin C. Nichols, Ft. Worth	Consulting Engr.	B.S. 18	10
52b.	Harry W. Ferguson, Houston	Humble Oil Co.	No	6
52c.	J. C. Hunter, Jr., Abilene	Petroleum Engr.	B.S. & M.S. 37	24
52d.	Gen. James E. Taylor, Austin	Tex. Motor Trans. Association	24-25	14
52e.	William H. Wood, Midland	Pharmacy	B.S. 48	29
52f.	Leland Wayne Ashmore, Midland	Con. Geologist	Yes	29
52g.	Alexander Deussen, Houston	Con. Geologist	B.S. 03, M.S. 04	6
52h.	John Ayres, Pt. Arthur	Ed. Pt. Arthur News	LL.B. 23	4
52i.	John D. Pitman, Hereford	Cattleman	B.B.A. 49	30
52j.	Tol Ware, Amarillo	Banker	37-41A&B	31
52k.	A. R. Bivins, Amarillo	St. Bd. of Ed.	No	31
52l.	Charles A. Spears, Sherman	Pres. Grayson County St. Bk.	B.B.A. 36	9
52m.	H. H. Coffield, Rockdale	Financier	No	13
52n.				
52o.				
52p.				
52q.				



October 19, 1956

*See deliberations  
of Board*

NOV 2 1956

**Dr. Logan Wilson, President  
The University of Texas  
University Station  
Austin, Texas**

**Dear Dr. Wilson:**

It was a genuine pleasure to talk with you this week regarding problems of mutual interest to The University of Texas and the City of Austin. We in Austin are very proud of our great University and are always anxious to work with you, shoulder to shoulder, in the development of The University and our City.

For several years, the City of Austin has owned a 35.74 acre tract of vacant land between 41st and 43rd streets from Red River to the Expressway.

Although we have received many offers from buyers willing to pay as much as \$500,000 for this land, it has been my consistent desire to reserve this beautiful site for public use, particularly by The University of Texas. We are badly in need of funds to operate our City and would like to inquire whether The University is interested in purchasing the acreage for the amount of the last offer of \$500,000 which has been made.

I am enclosing a map of the tract so that you might see the exact location and acreage, and would be happy to make an on-the-site inspection with you or any of your representatives at any time.

With kindest and best wishes, I remain

Yours very truly,

*Tom Miller*

**Tom Miller  
Mayor**

TM:db

Enc.

FOR ACTION OF **57**  
**Regents**  
 SEE MINUTES OF  
 NOV 9 1956

LAND AND INVESTMENT COMMITTEE REPORT.--

PERMANENT UNIVERSITY FUND--INVESTMENT MATTERS.--

REPORT OF PURCHASES OF SECURITIES.--The following purchases of securities have been made for the Permanent University Fund since the report of September 21, 1956. We ask that the Board ratify and approve these transactions.

UNITED STATES GOVERNMENT BONDS PURCHASED

Issue	Par Value	Purchase Price	Yield Basis	Principal Cost	Date of Delivery
3% U. S. Treas., due 2/15/95	\$ 600,000	95.1875	3.22%*	\$ 571,125.00	9/26/56
3-1/4% U.S. Treas. due 6/15/78-83	300,000	100.8125	3.20 #	302,437.50	10/ 8/56
3% U. S. Treas., due 2/15/95	800,000	95.1875	3.22 *	761,500.00	10/23/56
Totals	<u>\$1,700,000</u>			<u>\$1,635,062.50</u>	

\*Yield to maturity.  
 #Yield to option.

TEXAS MUNICIPAL BONDS PURCHASED

Issue	Par Value	Purchase Price	Yield Basis*	Principal Cost	Date of Delivery
City of El Paso, 2-3/4% Wtr. & Swr. Rev. Bonds Ser. 1956, due 3/1/78	\$45,000	89.468400	3.45%	\$40,260.78	10/ 9/56
City of El Paso, 2.80% Wtr. & Swr. Rev. Bonds Ser. 1956, due 3/1/80-76	5,000	89.621207	3.45	4,481.06	10/ 9/56
Ditto, due 3/1/82-76	20,000	89.061552	3.45	17,812.31	10/ 9/56
Ditto, due 3/1/82-76	<u>25,000</u>	89.062987	3.45	<u>22,265.75</u>	10/11/56
Totals	<u>\$95,000</u>			<u>\$84,819.90</u>	

\*Yield to maturity.

PERMANENT UNIVERSITY FUND--LAND MATTERS.--

LEASES AND EASEMENTS.--The Land and Investment Committee has given consideration to the following applications for various leases and easements on University Lands. All are at the standard rate unless otherwise stated, are on the University's standard forms, and have been approved as to form by the University Land and Trust Attorney and as to content by the University Endowment Officer. The Land and Investment Committee asks that the Board approve these applications and authorize the Chairman of the Board to execute the instruments involved:

CALICHE PERMIT NO. 99, TEXAS STATE HIGHWAY COMMISSION, CRANE COUNTY, TEXAS.--This application for a caliche permit to the Texas State Highway Commission provides for the use of a caliche pit out of Sections 1 and 2, Block 30, University Lands in Crane County, Texas, the tract involved containing 8.26 acres, more or less. Caliche from this pit is to be used for State Highway 51 from Ector County line to Crane. No consideration is involved in the easement.

CALICHE PERMIT NO. 100, JONES BROS. PAVING CONTRACTORS, REAGAN COUNTY, TEXAS.--This application for a caliche permit to Jones Bros. Paving Contractors provides for the removal of 200 yards of caliche from Section 31, Block 10, University Lands in Reagan County, Texas, at the rate of 25¢ per cubic yard. The full consideration in the amount of \$50.00 has been tendered with the application.

CALICHE PERMIT NO. 101, FRANK MONTGOMERY, ANDREWS COUNTY, TEXAS.-- This application for a caliche permit to Frank Montgomery provides for the removal of 200 yards of caliche from Section 36, Block 11, University Lands in Andrews County, Texas, at the rate of 25¢ per cubic yard. The full consideration in the amount of \$50.00 has been tendered with the application.

HIGHWAY RIGHT-OF-WAY EASEMENT NO. 860, TEXAS STATE HIGHWAY COMMISSION, HUDSPETH COUNTY, TEXAS.-- This application for a highway right-of-way easement to the Texas State Highway Commission covers a strip of land containing in all 59.248 acres, more or less, across Sections 6, 7, 18, and 19, Block J, University Lands in Hudspeth County, Texas, for use as a right-of-way for F. M. Highway 2317 from U. S. Highway 62 and 180 to E. P. N. G. Co. Station No. 2. In addition the easement covers two parcels of land to be used for sources of material, one source to be used as borrow material (dirt) for the construction of highway embankments and the other to be used as source of caliche for construction of flexible base for the highway. The first source is a tract in Section 18, Block J, containing 2.755 acres, more or less, and the second source is a tract in Section 7, Block J, containing 5.739 acres, more or less, both in Hudspeth County, Texas. The easement will grant the Highway Department the right of ingress and egress to and from the material sources. No consideration is involved in the easement.

CATHODIC PROTECTION UNIT EASEMENT NO. 861, EL PASO NATURAL GAS COMPANY, HUDSPETH COUNTY, TEXAS.-- This application for a cathodic protection unit easement to El Paso Natural Gas Company covers construction, maintenance, and operation of a cathodic protection unit by the lessee on the company's already established and paid for pipe line easement (No. 791, expiring July 31, 1966) in the SW/4 of the NE/4 of Section 10, Block K, University Lands in Hudspeth County, Texas, the easement to be for the period beginning September 1, 1956, and ending July 31, 1966. The lessee will have the right at any time to cancel the cathodic protection unit easement without refund of rental by giving the lessor written notice of its intention to cancel. The full minimum consideration in the amount of \$50.00 for the period has been tendered with the application.

CATHODIC PROTECTION UNIT EASEMENT NO. 862, EL PASO NATURAL GAS COMPANY, HUDSPETH COUNTY, TEXAS.-- This application for a cathodic protection unit easement to El Paso Natural Gas Company covers construction, maintenance, and operation of a cathodic protection unit by the lessee on the company's already established and paid for pipe line easement (No. 791, expiring July 31, 1966) in the W/2 of the SW/4, Section 2, and the NE/4 of the SE/4, Section 3, Block L, University Lands in Hudspeth County, Texas, the easement to be for the period beginning September 1, 1956, and ending July 31, 1966. The lessee will have the right at any time to cancel the cathodic protection unit easement without refund of rental by giving the lessor written notice of its intention to cancel. The full minimum consideration in the amount of \$50.00 for the period has been tendered with the application.

PIPE LINE EASEMENT NO. 863, EL PASO NATURAL GAS COMPANY, ANDREWS COUNTY, TEXAS.-- This application for a pipe line easement to El Paso Natural Gas Company covers 1,528.436 rods of 4-inch line at 25¢ per rod in Sections 19, 26, 27, 34, and 35, Block 1, University Lands in Andrews County, Texas, for a ten-year period beginning September 1, 1956, and ending August 31, 1966. An assignment provision clause has been added to the standard form as Paragraph 11-A. The full consideration in the amount of \$382.11 for the ten-year period has been tendered with the application.

PIPE LINE EASEMENT NO. 864, PASOTEX PIPE LINE COMPANY, WINKLER COUNTY, TEXAS.-- This application for a pipe line easement to Pasotex Pipe Line Company covers 1,204 rods of line larger than 12 inches at \$1.50 per rod in Sections 2, 3, 4, 11, and 12, Block 21, University Lands in Winkler County, Texas, for a ten-year period beginning January 1, 1957, and ending December 31, 1966. The full consideration in the amount of \$1,806.00 for the ten-year period has been tendered with the application.

PIPE LINE EASEMENT NO. 865, TEXAS-NEW MEXICO PIPE LINE COMPANY, CRANE AND UPTON COUNTIES, TEXAS.-- This application for a pipe line easement to Texas-New Mexico Pipe Line Company covers 2,383.81 rods of 4-1/2-inch line at 50¢ per rod and 233.6 rods of 6-5/8-inch line at 75¢ per rod in Sections 14, 22, 23, 24, 25, 26, 34, 35, 44, 45, and 48, Block 30, University Lands in Crane and Upton Counties, Texas, for a ten-year period beginning September 1, 1956, and ending August 31, 1966. The full consideration in the amount of \$1,367.11 for the ten-year period has been tendered with the application.

PIPE LINE EASEMENT NO. 866, STANOLIND OIL AND GAS COMPANY, ANDREWS COUNTY, TEXAS.--This application for a pipe line easement to Stanolind Oil and Gas Company covers 41.21 rods of 2-1/2-inch line at 25¢ per rod and 103.03 rods of 4-1/2-inch line at 50¢ per rod in Section 38, Block 1, University Lands in Andrews County, Texas, for a ten-year period beginning September 1, 1956, and ending August 31, 1966. The full consideration in the amount of \$61.82 for the ten-year period has been tendered with the application.

PIPE LINE EASEMENT NO. 867, PHILLIPS PIPE LINE COMPANY, ANDREWS COUNTY, TEXAS.--This application for a pipe line easement to Phillips Pipe Line Company covers 396.4 rods of 4-inch line and 58.9 rods of 1-inch line at 25¢ per rod in Section 42, Block 9, University Lands in Andrews County, Texas, for a ten-year period beginning August 9, 1956, and ending August 8, 1966. The full consideration in the amount of \$113.83 for the ten-year period has been tendered with the application.

PIPE LINE EASEMENT NO. 868, PHILLIPS PIPE LINE COMPANY, ANDREWS COUNTY, TEXAS.--This application for a pipe line easement to Phillips Pipe Line Company covers 414.2 rods of 4-1/2-inch line at 50¢ per rod in Sections 24, 35, and 36, Block 11, and Section 19, Block 10, University Lands in Andrews County, Texas, for a ten-year period beginning October 1, 1956, and ending September 30, 1966. The full consideration in the amount of \$207.10 for the ten-year period has been tendered with the application.

WATER LEASE CONTRACT NO. 69, BIG LAKE OIL COMPANY, REAGAN COUNTY, TEXAS, AND ASSIGNMENT THEREOF TO PLYMOUTH OIL COMPANY.--Big Lake Oil Company, operating on University Lands in Reagan County, Texas, under Grazing Lease No. 619, has been furnishing water to Texon Gas, Incorporated. University Land Agent Compton has requested that Big Lake Oil Company pay royalty on the basis of 1/8 of the amount charged and collected for all water sold and delivered to Texon Gas, Inc., for its use in the operation of a gasoline and compressor plant under its University lease in Reagan County, Texas. Accordingly, Big Lake Oil Company has now submitted an application for a five-year water lease contract dated January 1, 1956, and expiring December 31, 1960, carrying a 1/8 royalty provision, and expects to make payment to the University of the accumulated royalty due from January 1, 1956, from water sold to Texon Gas, Inc., the instrument submitted being dated July 24, 1956.

Plymouth Oil Company has now acquired by transfer and assignment all interests of the Big Lake Oil Company, a certified copy of Assignment executed by Big Lake Oil Company under date of August 28, 1956, and effective September 1, 1956, having been submitted to the University. Accordingly, the above-described Water Lease Contract No. 69 is to be assigned from Big Lake Oil Company to Plymouth Oil Company, the required assignment fee in the amount of \$25.00 and the filing fee in the amount of \$1.00 having been submitted with the application for assignment.

It is recommended that the Board approve the granting of the water lease contract to Big Lake Oil Company and the subsequent assignment thereof to Plymouth Oil Company and that the Chairman be authorized to execute the instruments involved upon their approval as to content by the Endowment Officer and as to form by the Land and Trust Attorney.

ASSIGNMENT OF GRAZING LEASE NO. 619 FROM BIG LAKE OIL COMPANY TO PLYMOUTH OIL COMPANY, REAGAN COUNTY, TEXAS.--Big Lake Oil Company holds a grazing lease on approximately 5,727.6 acres of land in Sections 1, 2, 11, 12, 13, and 14, Block 2; Sections 24 and 25, Block 9; and Sections 35 and 36, Block 1, University Lands in Reagan County, Texas, at an annual rental of \$0.30 per acre for a ten-year period beginning July 1, 1948, and ending June 30, 1958.

Plymouth Oil Company has now acquired by transfer and assignment all interests of the Big Lake Oil Company, a certified copy of Assignment executed by Big Lake Oil Company under date of August 28, 1956, and effective September 1, 1956, having been submitted to the University. Accordingly, Grazing Lease No. 619 is to be assigned from Big Lake Oil Company to Plymouth Oil Company, the required assignment fee in the amount of \$25.00 and the filing fee in the amount of \$1.00 having been submitted with the application for assignment.

It is recommended that the Board approve the assignment and authorize the Chairman to execute the assignment instrument which is on the University's standard assignment form, such form to carry the approval as to content by the Endowment Officer and as to form by the Land and Trust Attorney.

ASSIGNMENT OF PIPE LINE EASEMENT NO. 516 FROM SHELL PIPE LINE CORPORATION TO COMANCHE PIPE LINE COMPANY, WARD COUNTY, TEXAS.--Shell Pipe Line Corporation, holder of University Pipe Line Easement No. 516 covering 1,093 rods of 6-inch line in Block 16, University Lands in Ward County, Texas, for a ten-year period beginning May 1, 1952, and ending April 30, 1962, has requested approval of assignment, effective October 1, 1956, to Comanche Pipe Line Company, and has submitted the required \$25.00 assignment fee and the \$1.00 filing fee. It is recommended that the Board approve the assignment and authorize the Chairman to execute the assignment instrument upon its approval as to content by the Endowment Officer and as to form by the Land and Trust Attorney.

REVISION OF TERMS APPROVED BY BOARD OF REGENTS ON SEPTEMBER 21, 1956, FOR WATER EXPLORATION PERMIT NO. 68, PUBLIC SERVICE BOARD OF CITY OF EL PASO, TEXAS, UNIVERSITY LANDS IN HUDSPETH COUNTY, TEXAS.--At its meeting on September 21, 1956, the Board of Regents approved a four-year water exploration permit to the Public Service Board of the City of El Paso, Texas, with a provision for an option to lease, the consideration for the four-year period being \$5,000, with minimum requirements to be set out as to exploration to be done during the period. The Board further stipulated in its approval that the Public Service Board would pay \$20,000 per year during the first 25-year period of any lease until production of water is actually commenced at which time the Public Service Board would pay royalty at the rate of 2¢ per 1000 gallons or an amount equal to 12½% of the wholesale water rate charged by the lessee to its customers for each 1000 gallons, whichever is greater, with a minimum royalty of \$12,000 per month.

The El Paso Public Service Board at its regular meeting on September 25, 1956, approved the Board's recommendations with two exceptions and has requested that the Board of Regents give consideration to the following revisions of the terms as approved on September 21:

1. Change the minimum royalty payment after production from \$12,000 per month to \$144,000 per year.
2. Provide for the Public Service Board to have another year for the exploration, reporting, and option to lease, in addition to the four years approved on September 21, in the event the Public Service Board does not have its report from the United States Geological Survey at the end of four years after having started as soon as possible and proceeded with due diligence in its exploration and testing work.

The Land and Investment Committee recommends that the Board grant the two above-requested revisions in the terms of the water exploration permit and option to lease and authorize the Chairman to execute the exploration contract and option to lease in which the above revisions are incorporated upon approval as to content by the Endowment Officer and as to form by the Land and Trust Attorney.

TRANSFER OF UNIVERSITY LANDS GRAVITY METER TO GEOLOGY DEPARTMENT FOR RESEARCH PROJECTS.--In 1943, the Board approved a recommendation of the Land Committee that a gravity meter for use by the University Geology staff in doing geophysical exploration work on University Lands be purchased and appropriated the sum of \$7,500 for the purchase of the gravity meter out of an item in the budget entitled "Special Auditing and Investigation as Needed." There is no further use for the gravity meter on University Lands, and the instrument has been stored for several years. Attempts have been made to sell the instrument to both outside sources and to University departments but no offers have been received. The University Geology Department requested that the instrument be transferred without charge to that department to be used for research projects, there being two projects having need for the instrument this year and it being the opinion of the Department that the impetus of having a gravity meter available at all times would develop this important field of geologic research at the University.

Accordingly, upon approval of Consulting Geologist Bybee, Geologist in Charge Haigh, Vice President for Fiscal Affairs Dolley, and Endowment Officer Stewart, the above-described gravity meter was transferred from the Department of University Lands - Geology to the Geology Department of the University. It is recommended that the Board ratify and approve this transfer.

REVISIONS OF THE UNIVERSITY OF TEXAS EASEMENT FORM FOR OIL, GAS, AND WATER PIPE LINES.--The following revisions are recommended by the Land and Investment Committee on the standard University easement form for oil, gas, and water pipe lines:

1. On page 1 of the present Form UL-4, approved by the Board of Regents on January 20, 1949, add the following footnote at the bottom of the page to the paragraph in Section (2) which begins "This contract and grant is made for the laying and maintaining of a pipe line"\* \_\_\_\_\_:

"\*(Note: Show whether oil, gas, or water line, and size of pipe, giving outside diameter measurements thereof, as well as length of said line or lines in rods.)"

2. At the top of page 2, change the following clause in Section (2)

from "to said First Party the established rate per lineal rod, for such additional pipe line so laid, said additional sum to become payable when the laying of the line is started."

to "to said First Party the then established rate per lineal rod, as fixed by the Board of Regents of The University of Texas, for such additional line so laid, said additional sum to become payable when the laying of the line is started."

3. In Section (6), page 2, change the phrase "as will not interfere" to "as will not unduly interfere."

4. In Section (8), page 2, change the phrase "present condition" to "original condition."

5. At the end of Section (11), page 2, change the period to a semicolon and add the following provision:

". . .; provided, however, Second Party may assign and transfer its rights and liabilities under this contract to a corporation with which it may be merged or consolidated or which shall have acquired substantially all of its properties and franchises without the consent of First Party; further provided, however, that the foregoing shall not operate to prevent the assignment of this contract to the trustee under any mortgage placed upon the property of the company, or to prevent the trustee or any receiver from using this contract in such way as to secure the benefits thereof to the holders of the bonds secured by said mortgage; in either of which events, this contract shall inure to the benefit of and be as binding upon the respective successors and assigns of the parties as upon the parties themselves. In the event of any such assignment or transfer, due notice shall be given in writing to the First Party."

A revised copy of the present form, showing the above recommended revisions, is being furnished to each member of the Board of Regents. *(See Secretary's files, Vol. IV) (See page 41)*

ASSIGNMENT OF PART OF GRAZING LEASE NO. 700 FROM WIDOW OF J. FARRIS BAKER TO LOUIS WOODWARD AND PART TO R. L. WALKER, PECOS COUNTY, TEXAS.--Under date of March 12, 1955, the Board of Regents granted Grazing Lease No. 700 to J. Farris Baker, being a renewal of part of Grazing Lease No. 558, covering 16,087.81 acres in Sections 3 through 10, 15 through 18, Block 18; Sections 1 and 10, Block 19; and Sections 1 through 16, Block 20, University Lands in Pecos County, Texas, for a period of 5 years beginning July 1, 1955, and ending June 30, 1960, with an option to renew the lease for another period of five years at negotiated terms. Rental was set at the rate of 27-1/2¢ per acre per year for the first 1-1/2 years and 35¢ per acre for the following 3-1/2 years. The lease also provided for farming of a portion of the acreage at an additional rental of \$5.00 per acre per year for all land under cultivation, payable semiannually.



Mr. Baker died several months ago and his widow, Individually and as Independent Executrix of the Estate of J. Farris Baker, Deceased, is requesting permission to assign Grazing Lease No. 700 as follows:

Assignment of 810.77 acres to R. L. Walker, to be designated as Grazing Lease No. 700-A, being 799.47 acres out of Sections 1 and 10, Block 19, and 11.3 acres out of Section 1, Block 20, being that part of the sections in Grazing Lease No. 700 lying south of Highway 290, the terms and conditions of the assigned lease to be the same as for Lease No. 700.

Assignment of 12,902.14 acres to Louis Woodward, to be designated as Grazing Lease No. 700-B, being all of the remaining acres out of Lease No. 700 after taking into consideration 2,374.90 acres assigned to Alva Carpenter in December, 1955, the assigned portion to Alva Carpenter to be designated as Grazing Lease No. 700-C, the terms and conditions of the herein assigned lease to be the same as for Lease No. 700. Mr. Woodward has paid Mrs. Baker a \$5,000.00 bonus for the assignment of part of the grazing lease and under University regulations Mrs. Baker has submitted a check in the amount of \$2,500.00 as one-half due the Lessor. Also submitted with the two assignments are two checks, each in the amount of \$1.00, as filing fees for the two assignments.

REDUCTION OF GRAZING LEASE RENTAL PAYMENTS DUE JANUARY 1 AND JULY 1, 1957, AND POSTPONEMENT OF RENTAL RATE INCREASE TO JANUARY 1, 1958.--Land Agent Compton has again reported on the serious drouth conditions prevailing on West Texas Lands on which grazing leases are held. He and Chairman Sealy are of the opinion that a reduction of rentals should be made for the year rather than for six months which would, should it rain next year, allow the turf to increase if stock is reduced for the entire year.

Accordingly, it is recommended by the Land and Investment Committee that the Board of Regents grant a 25% reduction on grazing lease rental payments due on January 1 and July 1, 1957, provided the lessee reduces his livestock by 25% to 50%, and a 50% reduction for both payments provided the lessee reduces his livestock by 50% or more for the entire year and further provided that the reduced rental is paid without default.

In December, 1954, the Board of Regents approved a rental rate policy for renewal of grazing leases as follows: Leases to be renewed as of January 1, 1955, would carry the old rates for the first two years and an increased rate for the next three years of the five-year lease; those renewed as of July 1, 1955, would carry the old rates for the first one and one-half years and an increased rate for the next three and one-half years of the five-year lease; etc., so that by January 1, 1957, all leases would be paying at an increased rate.

Land Agent Compton has further recommended that the rental increases due to become effective on January 1, 1957, be postponed for one year until January 1, 1958, payments become due, at which time the conditions then prevailing would determine what action should be then taken. Mr. Compton states that by cutting the rental payments in half for 1957 and deferring the rental increase until 1958, the ranchers without any livestock or very little can manage to pay the reduced rental and get back into business if it ever does rain. He has further stated that conditions are at their worst in the last seven years. Accordingly, the Land and Investment Committee further recommends that the rental increase established to begin on January 1, 1957, be postponed for one year to January 1, 1958, and that all grazing leases be on the old rates to January 1, 1958.

It is further recommended that Land Agent Compton be authorized to prepare supplemental agreements to effect the above-recommended grazing lease rental reduction and postponement of rate increase for both the January 1 and July 1, 1957, rental payments.

GRAZING LEASE NO. 713, JEFF OWENS, CROCKETT COUNTY, TEXAS (RENEWAL OF GRAZING LEASE NO. 567 HELD BY JEFF OWENS AND NO. 568 HELD BY J. W. OWENS, EXPIRING DECEMBER 31, 1956).--This application is for the renewal of two grazing leases under one lease, J. W. Owens, father of Jeff Owens, asking for permission for all of the acreage to be put in his son's name. The renewal lease will cover 12,270.7 acres in Sections 1 through 12, 15 through 22, and 28 through 32, Block 29, University Lands in Crockett County, Texas,

(Lease No. 567 being for 7,430.7 acres and No. 568 for 4,864.0 acres, less 24 acres in correction). The lease is for a period of five years beginning January 1, 1957, and ending December 31, 1961, with an option to renew the lease for another period of five years at negotiated terms. Rental is at the rate of 50¢ per acre per year, the old leases being at the rental rate of 38¢ per acre per year, the aggregate rental for the five-year period being \$30,676.80, payable in semiannual installments in the amount of \$3,067.68 each. (If the postponement of rental rate increases recommended above is granted, the rental for 1957 for Grazing Lease No. 713 will be at the rate of 38¢ per acre per year.)

GRAZING LEASE NO. 714, LEE MOOR, HUDSPETH COUNTY, TEXAS (RENEWAL OF GRAZING LEASE NO. 575, EXPIRING DECEMBER 31, 1956).--This application for renewal of a grazing lease to Lee Moor covers 32,606.4 acres in Sections 1 to 48, inclusive, Block G, University Lands in Hudspeth County, Texas, for a period of five years beginning January 1, 1957, and ending December 31, 1961, with an option to renew the lease for another period of five years at negotiated terms. Rental is at the rate of 15¢ per acre per year, the old lease being at the rate of 10¢ per acre per year, the aggregate rental for the five-year period being \$24,454.80, payable in semiannual installments in the amount of \$2,445.48 each. (If the postponement of rental rate increases recommended above is granted, the rental for 1957 for Grazing Lease No. 714 will be at the rate of 10¢ per acre per year.)

GRAZING LEASE NO. 715, M. F. KING, ANDREWS COUNTY, TEXAS (RENEWAL OF GRAZING LEASE NO. 576, EXPIRING DECEMBER 31, 1956).--This application for renewal of a grazing lease to M. F. King covers 60,412 acres in Sections 1 through 38, Block 1; Sections 1 through 9, Block 2; and Sections 1 through 48, Block 9, University Lands in Andrews County, Texas (Lease No. 576 being for 59,432 acres, plus added acreage in the W/2 of Sections 31, 42 and 43, Block 9, not in Lease No. 576). The lease is for a period of five years beginning January 1, 1957, and ending December 31, 1961, with an option to renew the lease for another period of five years at negotiated terms. Rental is at the rate of 33¢ per acre per year, the old lease being at the rate of 27-1/2¢ per acre per year, the aggregate rental for the five-year period being \$99,679.80, payable in semiannual installments in the amount of \$9,967.98 each. (If the postponement of rental rate increases recommended above is granted, the rental for 1957 for Grazing Lease No. 715 will be at the rate of 27-1/2¢ per acre per year.)

GRAZING LEASE NO. 716, C. R. COCKRELL, CULBERSON COUNTY, TEXAS (RENEWAL OF GRAZING LEASE NO. 577, EXPIRING DECEMBER 31, 1956).--This application for renewal of a grazing lease to C. R. Cockrell covers 11,116.6 acres in Sections 1 through 3, 7 through 24, Block 48, University Lands in Culber-son County, Texas, for a period of five years beginning January 1, 1957, and ending December 31, 1961, with an option to renew the lease for another period of five years at negotiated terms. Rental is at the rate of 15¢ per acre per year, the old lease being at the rate of 10¢ per acre per year (Lease No. 577 was originally made to C. R. Cockrell at 10¢ per acre per year but sublet with Regents' approval in March, 1953, to Herman Bippes, with the provision that Mr. Bippes would pay 15¢ per acre per year to the University through the remainder of the term of the lease expiring December 31, 1956). The aggregate rental for the five-year period is \$8,337.50, payable in semiannual installments of \$833.75 each. (If the postponement of rental rate increases recommended above is granted, the rental for 1957 for Grazing Lease No. 716 will be at the rate of 10¢ per acre per year.)

CANCELLATION OF PIPE LINE EASEMENT NO. 825, PHILLIPS PETROLEUM COMPANY, ANDREWS COUNTY, TEXAS.--The Board of Regents at its meeting held on September 22, 1956, approved two pipe line easements to Phillips Petroleum Company on the same gas line, the company having inadvertently sent in two applications for easements on the line. Easement No. 825 was approved for 181.8 rods of 6-inch line at \$0.50 per rod in Sections 27 and 34, Block 11, University Lands in Andrews County, Texas, for a ten-year period beginning April 9, 1956, and ending April 8, 1966, the full consideration in the amount of \$90.90 for the ten-year period having been tendered with the application submitted. Easement No. 841 was approved for 181.82 rods of 6-5/8-inch line at \$0.75 per rod in Sections 27 and 34, Block 11, University Lands in Andrews County, Texas, for a ten-year period beginning April 12, 1956, and ending April 11, 1966, the full consideration in the amount of \$136.37 for the ten-year period



having been tendered with the application submitted. The company has requested that Easement No. 825 be cancelled, this easement having been in error as the inside diameter of 6" was shown instead of the outside diameter on which the University's rates are based.

Accordingly, in order to keep both the company's and the University's records straight, it is recommended that Easement No. 825 be cancelled and that Phillips Petroleum Company be refunded the amount of \$90.90, which amount is now being held in suspense at the General Land Office. It is further recommended that the Chairman be authorized to sign the cancellation instrument upon its approval as to content by the Endowment Officer and as to form by the Land and Trust Attorney.

**RADIO TOWER SITE EASEMENT NO. 869, WESTERN OIL TRANSPORTATION COMPANY, ANDREWS COUNTY, TEXAS.--This application from Western Oil Transportation Company covers a site containing approximately 2.81 acres, more or less, out of the NW/4 of Section 10, Block 3, University Lands in Andrews County, Texas, on which the company will construct a 300-foot guyed steel tower to support the lines and equipment for a radio communications system. The site adjoins the east line of the 2.81 acre-site now occupied by the Midessa Television Company, Inc., under Microwave Station Site Easement No. 751, approved in October, 1955. Rental for the easement will be \$100 per year, payable annually in advance, the easement being for a ten-year period beginning November 1, 1956, and ending October 31, 1966. It is recommended that the Board approve the easement and authorize the Chairman to execute the instrument upon approval as to content by the Endowment Officer and as to form by the Land and Trust Attorney.**

## TRUST AND SPECIAL FUNDS--INVESTMENT MATTERS.--

REPORT OF PURCHASES AND REDEMPTION OF SECURITIES.--The following purchases and redemption of securities have been made for the Trust and Special Funds since the report of September 21, 1956. We ask that the Board ratify and approve these transactions.

Date	PURCHASES Security	Principal Cost
9/13/56	\$64,000 maturity value U. S. Savings Bonds, Series J, dated 9/1/56, due 9/1/68 (Dormitory Revenue Bonds, Series 1954 - Reserve for Bond & Interest Sinking Fund)	\$46,080.00
9/27/56	\$20,000 par value U. S. 3-1/4% Treasury Bonds of 1978-83, due 6/15/78-83, purchased at 100:12 Net (100.375) to yield 3.23% to option. Accrued interest paid to 9/28/56	20,075.00
	\$10,000 par value Allied Chemical & Dye Corp. 25-year 3-1/2% Debentures, due 4/1/78, purchased at 98 Net to yield 3.63% to maturity. Accrued interest paid to 10/3/56	9,800.00
	\$5,000 par value General Electric Company 3-1/2% Debentures, due 5/1/76, purchased at 99 Net, to yield 3.58% to maturity. Accrued interest paid to 10/3/56	4,950.00
	\$5,000 par value Pacific Gas & Electric Company 1st & Refunding Mortgage Bonds, Series Z, 3-3/8%, due 12/1/88, purchased at 95 Net to yield 3.64% to maturity. Accrued interest paid to 10/3/56 (Funds Grouped for Investment)	4,750.00
	100 Shares R. J. Reynolds Tobacco Company New Class B Common Stock, purchased at 53-3/8 per share (The James W. McLaughlin Fellowship Fund - Reserve for Depletion)	5,377.84
	80 Shares Ditto (Hogg Foundation: Varner Properties)	4,324.93
10/10/56	15 Shares American Telephone & Telegraph Company Capital Stock purchased at \$100 per share and 10 rights per share (Hogg Foundation: W. C. Hogg Estate Fund)	1,500.00
	10 Shares Ditto (Funds Grouped for Investment)	1,000.00
	3 Shares Ditto (The James W. McLaughlin Fellowship Fund - Reserve for Depletion)	300.00
Date	REDEMPTION Security	Net Proceeds
9/4/56	\$6,000 maturity value U. S. Savings Bonds, Series F, due 1/1/61, redeemed 9/1/56 (Texas Union Repairs and Replacement Fund)	\$5,166.00

E. D. FARMER INTERNATIONAL SCHOLARSHIP FUND - RECOMMENDATION RE SALE OF ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY PREFERRED STOCK.--In the 1947 reorganization of the St. Louis-San Francisco Railway Company, the Farmer Fund received in exchange for its holding of \$10,000 par value (book value \$9,344.81)  $4\frac{1}{2}\%$  Bonds, Series A, 1928, due 1978, the following securities, the Regents' Finance Committee at the time of exchange approving holding the securities until such time as they could be advantageously sold:

\$2,200 par value (book value \$1,958.00) St. Louis-San Francisco Ry. Co. 1st Mortgage Bonds, Series A $4\frac{1}{2}\%$ , due 1/1/97, sold in 1952, net principal proceeds . . . . .	\$2,164.36
\$1,500 par value (book value \$761.25), Ditto, Second Mortgage Income Bonds, due 1/1/2002, sold in 1952, net principal proceeds . . . . .	1,277.98
34 Shares, Ditto, Common Stock (book value \$331.50), sold in November, 1955, net proceeds. . . . .	973.93
17 Shares, Ditto, Preferred Stock, Series A $5\%$ , (book value \$459.00), currently held at \$27 per share	

The company has presented an optional exchange offer to the holders of the preferred stock which will expire on December 31, 1956. For each share of Preferred Stock exchanged, the holder will receive:

\$100 principal amount of  $5\%$  Series A Income Debentures, due 1/1/2006; One-quarter share of Common Stock (fractional shares will not be issued to round out fractional shares received which must be sold); and  
An amount in cash equivalent to the unpaid portion of the dividend of \$5.00 declared for 1955, payable in 1956, on the Preferred Stock (\$1.25 per share to stockholders of record on September 1, 1956, payable on December 15, 1956).

The current market for the securities involved is as follows:

\$1700 par value Series A Income Debentures to be received, currently quoted at 70-1/2 . . . . .	\$1,198.50
4 Shares Common Stock to be received, currently quoted at 27-3/8 per share. . . . .	109.50
1/4 Share Common Stock to be sold, estimated cash value. . . . .	<u>6.84</u>
Total Estimated Market Value of Exchange Securities . . . . .	<u>\$1,314.84</u>
17 Shares Preferred Stock now held, currently quoted at 78 per share . . . . .	<u>\$1,326.00</u>

Based on the fact that the securities to be received in the exchange do not represent desirable investments for the trust fund and on the advisability of liquidating the Preferred Stock on the present market above book value, it is recommended that the Preferred Stock be sold. It is recommended that the cash to be received from the sale of the Preferred Stock together with the cash on hand in the fund in the approximate amount of \$214.16 be invested in Common Stock selected from the following list:

	No. Shs. Held in Fund	Current Price	Approx. Current Yield
Norfolk and Western Railway	50	71-3/8	4.20%
National Biscuit Company	100	34-3/4	5.76
R. J. Reynolds Tobacco Company New Class B	100	52-3/4	5.88

## TRUST AND SPECIAL FUNDS--BEQUEST AND ESTATE MATTERS.--

TEXAS WESTERN COLLEGE - ESTATE OF LUCILLE T. STEVENS - REPORT ON BEQUEST.--President Holcomb of Texas Western College has reported a bequest to the college in the will of Mrs. Lucille T. Stevens, Deceased. Mrs. Stevens died during the latter part of the past summer, the Administrator of the Estate, the El Paso National Bank, having indicated that it would probably require a year to administer the Estate. Information to date indicates that none of the heirs will contest the will. Quoted below are those portions of the will pertaining to Texas Western College:

"Paragraph III. I hereby give, bequeath and devise to the College of Mines, an educational ~~institution~~, located in El Paso County, in or near the City of El Paso, Texas, which is a branch of the University of Texas, located at Austin, Texas, all of my property, located at the intersection of Texas Street and North Mesa Avenue, known as the R. B. Stevens Building and legally described, West 1/2 of lot 24, Block 4, Mills map of the City of El Paso, Texas, the net income therefrom, only, to be used for the purpose of financing scholarships for deserving young men who are seeking higher education for special lines of work, as ministers of the gospel, physicians, lawyers, scientists and engineers, and I hereby direct that each scholarship shall be to the amount of five thousand dollars (\$5000.00) each to the winner, and that the money shall be distributed to the student as his schooling progresses, in whatever school he may be located, and if the student fails in his studies through like of interest, sickness, or be expelled from school the unused portion of his scholarship fund shall revert back to the College of Mines. This bequeath, . . . "

"Paragraph V. I desire and direct that all property legally described East 1/2 lot 28, all of lot 29 to 32, inclusive, Block 85, Bassett add., including improvements, hand paintings, and all furnishings described therewith, and which I have bequeathed to my brother, James Roscoe Tindall, in paragraph IV of this Will, for and during his lifetime, shall at his death become the sole property of the College of Mines in full and complete title, said College being the same institution described in paragraph III of this Will. and the net income therefrom shall be used and distributed in the same manner and for the same purpose theretofore outlined and specifically directed in my Will which applies to my property located on Texas Street and North Mesa Avenue, and which is bequeathed, by this Will, to the College of Mines. And after said properties have been released in full and complete title to the College of Mines the trustees of the institution may choose, or elect, to sell or hold the properties, and I hereby direct, if and when sales are made the proceeds shall be invested in sound securities, and the income only therefrom shall be used for the same purpose outlined in paragraph III of this Will. ."

Dr. Holcomb has reported that the downtown building which will become the property of the College under paragraph III of the Will was leased to a Mr. Feder in 1945 for a period of twenty years at a rental of \$1,200.00 per month, and that Mr. Feder subsequently subleased the building at a rental of \$2,800.00 per month. Dr. Holcomb further reports that the apartment building which will become the property of the College upon the death of James Roscoe Tindall under paragraph V of the Will is currently valued at about \$65,000.00.

ESTATE OF FLORENCE RALSTON BROOKE, DECEASED - REPORT ON FOURTH DISTRIBUTION FROM BROWN BROTHERS IN BANKRUPTCY.--The bankruptcy matter of Brown Brothers has been pending since 1945, at which time the University as the residuary legatee under the Will of Florence Ralston Brooke, Deceased, filed a claim on account of three unsecured notes in the total amount of \$9,118.84 in the Brooke Estate against the Brown Brothers, this claim being amended to \$6,746.29 after payment initially on indebtedness of Brown Brothers to the Brooke Estate. Prior to 1950, three dividends of 10% each were paid on unsecured claims. Under date of October 16, 1956, the Trustee in Bankruptcy paid a fourth 10% dividend which has been duly authorized by the Court, the University's share amounting to \$674.63, making a total of \$4,815.85 paid to the University. One-half or \$337.31 of the fourth distribution was credited to the endowment account of Florence Ralston Brooke Fund for Library Books and the other one-half or \$337.32 to the endowment account of the Florence Ralston Brooke Scholarship in English Fund. The Trustee has stated that they are in the process of winding up the matter of Brown Brothers in Bankruptcy and that the fifth and final distribution will be forwarded to the University as soon as all details have been completed.

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*W. C. C. C.*

WILL OF MADISON ALEXANDER COOPER, JR., DECEASED - REPORT ON CONTINGENT BEQUEST TO THE UNIVERSITY OF TEXAS.--The University has been furnished a certified copy of the will of Madison Alexander Cooper, Jr., of Waco who died recently. The residue estate is devised to the Cooper Foundation of Waco; and in the event the Foundation cannot or will not accept the devise, the residue estate is to go to the University for the establishment of The Madison A. and Martha R. Cooper Student Loan Fund with a provision that accumulated income not needed for worthy applicants could be used to establish some needed new structure for the University. The attorneys for the estate have advised that it appears the Cooper Foundation will accept the residue estate under the terms of the will.

ESTATE OF MURRAY CASE SELLS, DECEASED - REPORT ON STATUS OF ESTATE.--On June 1, 1956, it was reported to the Board of Regents that another will contest had been filed in the Estate of Murray Case Sells, Deceased, in the Probate Court of Gregg County, Texas, referred to as the Parker-Milliken contest, and that a committee of attorneys representing the colleges and universities named in the will had been selected for the purpose of investigating the facts relating to the contest and for possible negotiations for settlement. The committee of attorneys is composed of Judge Abner McCall, representing Baylor University, Mr. Cecil A. Morgan of Fort Worth, representing Texas Christian University, and Mr. John M. Scott of Fort Worth, representing Texas Wesleyan College.

The committee determined after thorough investigation that trial of the Parker-Milliken contest would be hazardous to the interests of the schools and gave its consent to settlement of the contest by First National Bank in Dallas, Independent Executor and Trustee under the Will, by payment of \$750,000. The University has now been notified that this settlement has been made by an agreed judgment. The committee for the schools went to great lengths in its investigation of the matter in efforts to see that all possible heirs were joined in these proceedings so as to prevent further contests of the will.

It is now necessary for the Executor to borrow the amount to meet the agreed payment in the contest, and the committee for the schools is working with the Executor on arrangements for this financing and plans for closing the estate. There is under consideration a plan for Sells Petroleum, Inc., the corporation solely owned by the estate, to declare a dividend to the estate in the nature of a sizeable overriding royalty interest in its producing properties which can then be pledged by the Executor in borrowing the necessary funds, at the same time reducing Federal Income Taxes of the corporation. Further developments will be reported to the Board of Regents.

It is recommended that the Board of Regents approve and ratify the settlement of the Parker-Milliken will contest insofar as the interest of the University is concerned.

*Raymond Bell Will - Inant -*

## TRUST AND SPECIAL FUNDS--REAL ESTATE MATTERS.--

M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE - RATIFICATION OF SALE OF HOMESTEAD AT FAYETTEVILLE, TEXAS - ESTATE OF SOPHIE CAROLINE STEVES, DECEASED.--At the meeting held October 13, 1955, the Board of Regents authorized sale of the homestead in the Estate of Sophie Caroline Steves, Deceased, located at Fayetteville, Texas, being Lots 19 and 20, Block 3, for a gross price of not less than \$5,500.00 cash less 5% sales commission to the Farmers National Bank of Fayetteville, the Independent Executor of the Estate, any offer received to be subject to the approval of the Chairman of the Land and Investment Committee, the Vice President for Fiscal Affairs and the Endowment Officer.

The Executor in October, 1956, presented an offer made by Mrs. Carolina Vitek of \$6,500.00 all cash for the property. After approval required, the offer was accepted and a contract of sale duly executed by Mrs. Vitek and Chairman Sealy, an earnest money deposit of \$325.00 being held by the Farmers National Bank. The sale is now in the process of being closed, the University being obligated to pay out of the proceeds of the sale a 5% commission to the Executor and also the cost of having the abstract brought up to date.

The Land and Investment Committee recommends that the Board ratify and approve the above-described sale of the property.

TEXAS WESTERN COLLEGE - RATIFICATION OF MINERALS (OTHER THAN OIL AND GAS) PROSPECTING PERMIT TO HENRY C. WALL, COTTON ESTATE PROPERTY, HUDSPETH COUNTY, TEXAS.--Application was made by Mr. Henry C. Wall to President Holcomb of Texas Western College for a minerals prospecting permit on all of Section 5, Block 5, G. C. & S. F. Ry. Co., Hudspeth County, Texas, being Cotton Estate Property. Using the same form as approved by the Board of Regents for a prospecting permit for minerals other than oil and gas on Permanent University Fund Lands, Endowment Officer Stewart executed a permit to Mr. Wall for a period of 90 days beginning October 20, 1956, and ending January 18, 1957, the consideration for the permit being \$50.00 for the period, paid by permittee.

The Land and Investment Committee recommends that the Board ratify and approve the minerals prospecting permit as described above.

BRACKENRIDGE TRACT - RATIFICATION OF CONTRACT FOR DEMOLITION OF RESIDENCE AT 2510 LAKE AUSTIN BOULEVARD, AUSTIN, TEXAS.--At its meeting held on June 1, 1956, the Board of Regents authorized the Endowment Officer to advertise for bids and to contract for the removal of the two-story rock house situated on the triangular tract lying between West Seventh Street, Hearne Street, and Lake Austin Boulevard, any proceeds to be credited to Account No. 74840, Brackenridge Lands Rentals, and any costs to be charged to that Account. Based on this authorization, bids for the demolition were called for and opened on July 30, 1956, only one bid being received from Franks and Hobbs Demolition Company to do the work for \$1,245.00 to be paid by the University. After thorough consideration, the bid was rejected. In October, the Franks and Hobbs Demolition Company proposed to do the work for \$500.00 to be paid by the University provided the requirement in the demolition specifications for the construction of a fence be left out, the company agreeing as a safeguard against injury to children in the neighborhood to have someone on the premises at all times until the work should be completed.

After receiving approval of Vice President Dolley and Director of Physical Plant Eckhardt, Endowment Officer Stewart entered into a demolition contract with the Franks and Hobbs Demolition for the work, such contract being approved as to form by Land and Trust Attorney Gaines. The Land and Investment Committee recommends that the Board ratify and approve the above-described contract for the demolition of the residence at 2510 Lake Austin Boulevard for which the University will be obligated to pay \$500.00 to the contractor.

BRACKENRIDGE TRACT - PROPOSED FORMAL DEDICATION TO THE CITY OF AUSTIN, TEXAS, OF A STRIP OF LAND SIXTY-SIX FEET WIDE FOR STREET AND SIDEWALK PURPOSES - EXTENSION OF EXPOSITION BOULEVARD FROM ENFIELD ROAD TO LAKE AUSTIN BOULEVARD.--On December 7, 1951, the Board of Regents gave the City of Austin permission to construct a public street on the east side of the Brackenridge Tract for the extension of Exposition Boulevard from Enfield Road to Lake Austin Boulevard. This was a strip 66 feet wide, being 56 feet for street and 10 feet for sidewalks, comprising 4.52 acres. The City of Austin has

now requested that the Board of Regents formally dedicate this strip for street and sidewalk purposes so long as it is so used and maintained by the City of Austin. This request has arisen from requests by interested citizens for the City to surface this street and build concrete sidewalks, in large part for better access to O. Henry Junior High School. The City has determined that it cannot make these expenditures without a formal dedication from the Board of Regents. It is recommended that the Board of Regents make this dedication and authorize the Chairman of the Board to execute the instrument when approved as to content by the Endowment Officer and as to form by the Land and Trust Attorney.

HUNTINGTON LANDS - REPORT ON ACCEPTANCE OF COUNTER OFFER BY THE AMERICAN OIL COMPANY FOR PURCHASE OF 112-ACRE TRACT, H. B. LITTLEFIELD SURVEY, GALVESTON COUNTY, TEXAS.--On September 21, 1956, the Board of Regents rejected an offer submitted by The American Oil Company for purchase of a tract of 112 acres, more or less, out of the Huntington Lands in the H. B. Littlefield Survey, Galveston County, for \$1,250 per acre cash and made a counter offer to the Company to sell the tract for \$1,500 per acre cash, subject to acceptance within 45 days from date of notice. The Board further authorized the Chairman to execute a deed to the purchaser upon the purchaser's compliance with the terms of the counter offer. The American Oil Company has notified the University of its acceptance of the counter offer and is proceeding with examination of title in order to close the sale as soon as practicable. If the sale is not closed within the 45 days allowed from date of notice, earnest money will be deposited. It is recommended that the Board of Regents ratify and confirm this sale to The American Oil Company upon the Company's meeting the terms of the counter offer.

MEDICAL BRANCH - DR. WALTER J. HILDEBRAND SCHOLARSHIP FUND - PROPOSED MINERAL LEASE TO CECIL V. HAGEN ON LAND IN GONZALES COUNTY, TEXAS.-- On July 17, 1954, the Board of Regents authorized a five-year oil and gas lease to Walter R. Taber, through Austin P. Peirce, Jr., of Gonzales, at bonus of \$1.00 per acre and annual rental of \$1.00 per acre on the Hildebrand tract of 299 acres in the Jonathan Cottle League and E. Kelley Survey, Gonzales County. Annual rental due July 6, 1955, was paid by Barron Kidd of Dallas, but 1956 rental was passed and the lease dropped. The University has now received a proposal from Mr. Peirce for another five-year oil and gas lease to be made to Mr. Cecil V. Hagen of Houston on the same tract at \$2.00 per acre bonus and \$1.00 per acre annual rental. Royalty will be one-eighth on all minerals except sulphur and will be not less than \$1.00 per ton on sulphur. Some leases on other acreage in the vicinity have been dropped with no proposals received for new leases, and the bonus and rental proposed are in line for the area. There is no production in the area, and the only recent activity is a test being drilled 3 to 4 miles to the west by Standard of Texas. It is recommended that the Board of Regents accept the proposal for a lease to Cecil V. Hagen and authorize the Chairman to execute the instrument upon approval as to content by the Endowment Officer and as to form by the Land and Trust Attorney.

TEXAS WESTERN COLLEGE - REQUEST FOR EXTENSION OF LEASE TO M. M. HARDIN, COTTON ESTATE PROPERTY, EL PASO, TEXAS.--(As of October 23, negotiations have not been completed to the point where the staff can make a recommendation on this matter. A report will be submitted at the meeting.)



The University of Texas  
EASEMENT NO.....  
OIL, GAS, AND WATER PIPE LINES

Triplicate Original  
Form UL-4  
Approved 1-20-49

THE STATE OF TEXAS }  
COUNTY OF TRAVIS }

THIS CONTRACT AND AGREEMENT made and entered into by and between the Board of Regents of The University of Texas, hereinafter styled "First Party," and....., a private corporation, domiciled in .....County, State of Texas, hereinafter called "Second Party,"

WITNESSETH :

WHEREAS, the said Second Party has applied to said First Party for permission and authority, during the term herein named, to make certain stipulated uses of, and to transact certain named operations on, the real estate described below, the same being a portion of the lands donated and set apart to The University of the State of Texas, under the laws of the said State of Texas, by the terms of the said application agreeing to pay therefor the consideration hereinafter mentioned, which application is here referred to and made a part hereof; and

WHEREAS, the said First Party did, on the.....day of....., 19....., duly accept the proposition contained in said application and grant the rights therein applied for, with such modifications and changes as may hereinafter appear; and

WHEREAS, the said Second Party has heretofore obtained written permission from the surface lessee or lessees, viz.:

to use said lands in the manner specified below, as shown by copy or copies of such permission hereto attached and marked Exhibit A.

NOW, THEREFORE, in consideration of the premises and of the different sums of money paid and to be paid by Second Party, under the terms and provisions of this contract as hereinafter specified, and of the other covenants and agreements herein contained, the said First Party, acting under and by virtue of the authority conferred upon it by Article 2596, Revised Civil Statutes of Texas, 1925, and Article 6020a, Vernon's Annotated Civil Statutes of Texas, does hereby lease, demise, and let to said Second Party, for the purposes and use only, as hereinafter set out, during the term and period of ten years, commencing on the first day of....., and terminating on....., the following tracts or parcels of land, lying, situated, and being in the Counties of.....

..... State of Texas, and being described by sections and blocks and said line to be laid and/or erected along and near the route or routes, specified and described in Exhibit B; and also as shown on map or plat marked Exhibit C, all said exhibits hereto attached and made a part hereof. Subject, however, to the following terms and conditions which are hereby expressly agreed to by said Second Party, and a violation of any of the said conditions by Second Party is expressly understood to be sufficient cause for the cancellation of this contract, should Second Party fail to rectify, after due notice from First Party and should First Party so elect, to-wit:

(1) Second Party is hereby granted an easement or right-of-way for the installation and maintenance of a.....

..... pipe line at or near the location and along the general course now located and staked out or specified by the Second Party in Exhibit B hereto attached, through, over, across, and upon the above described lands, including the right to erect and maintain along such right-of-way telegraph or telephone line for its own private use in connection with such pipe line. And for each of the above purposes, which are the only uses to which Second Party can devote the said lands under this contract, the said Second Party is hereby given the right of ingress and egress at all times, including the right to do and perform such acts and things on adjacent premises as may be necessary or proper to protect Second Party's property in case of flood, fire, or other casualty. Pipe line is to be buried at sufficient depth not to interfere with use of said land.

(2) Second Party has this day paid First Party the sum of..... Dollars, the receipt of which is hereby acknowledged by First Party, as full consideration for this lease.

This contract and grant is made for the laying and maintaining of a pipe line\*.....

..... rods in length, and of width shown in Exhibit B attached hereto, and the right-of-way so used shall not exceed such length. It is agreed, however, that the Second Party shall have the right, which is hereby granted, during the said term, to lay as many additional lines of pipe adjacent to and approximately parallel to the first one and on said right-of-way as may be desired, but shall pay

\*(Note: Show whether oil, gas, or water line, and size of pipe, giving outside diameter measurements thereof, as well as length of said line or lines in rods.)



to said First Party the then established rate per lineal rod, as fixed by the Board of Regents of The University of Texas, for such additional type of pipe line so laid, said additional sum to become payable when the laying of the line is started.

~~to said First Party the then established rate per lineal rod, for such additional pipe line so laid, said additional sum to become payable when the laying of the line is started.~~

(3) In case Second Party shall fail to pay any sum due or to become due hereunder, then such indebtedness shall bear interest at the rate of ten (10) per cent per annum from the date when same becomes due until paid; and to secure the payment of any such indebtedness, First Party shall have a lien upon all the property of the Second Party found upon said premises, and if First Party shall so elect, it shall have the right at its option to cancel and terminate this contract, and through its agents or representatives, to re-enter upon and take possession of said premises, without prejudice to any claim for payments due, or other legal remedy, and without further notice of any kind to Second Party.

(4) Second Party shall furnish sketch and/or maps of said land showing the location of any improvements, appurtenances or structures, as may be authorized to be placed thereon by Second Party and any other information concerning the same, and the use being made of said lands by Second Party, whenever requested to do so by First Party.

(5) It is agreed that, within a reasonable time after the completion of all or any one of the above projects upon the land covered by this contract, the Second Party is obligated to pay the First Party, or its lessee or lessees, all actual damages to said land and/or crops, fences, timber, livestock and structures thereon situated, caused by the construction of all or any one of the above projects; and thereafter pay all actual damages done by reason of the operation, repair, or removal of any of the said projects constructed upon the premises covered by this contract.

(6) It is further understood and agreed that this contract is made subject to any and all outstanding mineral permits, mineral, agricultural and grazing leases covering the premises herein described, now in existence, and the rights and privileges herein granted shall be exercised by the Second Party, only in such manner as will not interfere with the use of said land by the respective owners of said agricultural and grazing leases or with the development or operation of the premises by the respective owners of said mineral permits and mineral leases and under such supplemental contracts, agreements, and conveyances, from the mineral or other lease owners as may be legally necessary.

(7) The Second Party further covenants and agrees, as a further consideration of this contract, to pay to The University of Texas, and its present and subsequent mineral and/or agricultural lessees any damages that may be occasioned to them by reason of fire or any other cause resulting from negligent operations conducted by the Second Party upon the premises.

(8) The Second Party further covenants and agrees that it will, upon the termination of this contract, and within a reasonable time thereafter, remove all structures and improvements placed on the premises, subject to other stipulations in this lease, and will fill all excavations, leveling and restoring the terrain to as nearly its <sup>original</sup> present condition as possible.

(9) It is further understood and agreed that First Party shall have the right, and the right is hereby expressly reserved, to declare this contract forfeited, cancelled, and terminated, upon the breach of any of the covenants and agreements by the Second Party herein contained, provided Second Party fails or refuses to rectify a violation of the terms of said contract within reasonable time after receiving notice thereof, provided that if the cancellation be for the failure to pay the rental, as herein provided no notice thereof need be given to the Second Party; but if the cancellation be for breach of any other covenant herein contained, the First Party agrees to give Second Party thirty (30) days written notice of such intention to forfeit and cancel this contract and the reasons therefor, such notice to be by letter addressed to Second Party at the address given herein, date of mailing letter to be deemed date of giving notice.

(10) Second Party expressly agrees that suit may be brought for the purpose of enforcing any of the provisions of this contract in any court of Travis County having jurisdiction of the subject matter, said Second Party hereby waiving the privilege of being sued in the county of its residence.

(11) The Second Party covenants that this grant is not made for the use and/or benefit of any other person or corporation and that Second Party is not acting in collusion with or in the interest of any other person or corporation whatever. This contract and/or the rights and privileges hereby granted to said Second Party shall be transferred or assigned only after obtaining the written consent of the First Party to such transfer or assignment; and any attempt to transfer or assign same without having first obtained such written consent shall be sufficient cause for the First Party to cancel this contract; but such attempt to transfer or assign same shall not operate in any manner to discharge said Second Party from liability hereunder, should First Party not elect to cancel, provided, however, second party may assign

~~and transfer its rights and liabilities under this contract to a corporation with which it may be merged or consolidated or which shall have acquired substantially all of its properties and franchises without the consent of First Party; further provided, however, that the foregoing shall not operate to prevent the assignment of this contract to the trustee under any mortgage placed upon the property of the company, or to prevent the trustee or any receiver from using this contract in such way as to secure the benefits thereof to the holders of the bonds secured by said mortgage; in either of which events, this contract shall inure to the benefit of and be as binding upon the respective successors and assigns of the parties as upon the parties themselves. In the event of any such assignment or transfer, due notice shall be given in writing to the First Party.~~

~~In Witness Whereof, the parties hereto have signed this contract in quadruplicate originals, this the~~

ay of \_\_\_\_\_, A.D. 19\_\_\_\_\_.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS  
First Party

TEST:  
\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Chairman

TEST:  
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Second Party  
By \_\_\_\_\_

proved as to Form:  
\_\_\_\_\_  
University Attorney

APPROVED AS TO CONTENT:

THE STATE OF TEXAS }  
COUNTY OF TRAVIS }

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,  
as \_\_\_\_\_ Chairman of the Board of Regents of The University of Texas, known to me to be the person and  
officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act and deed  
of the Board of Regents of The University of Texas and that he executed the same as the act and deed of such Board for  
the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for Travis County, Texas

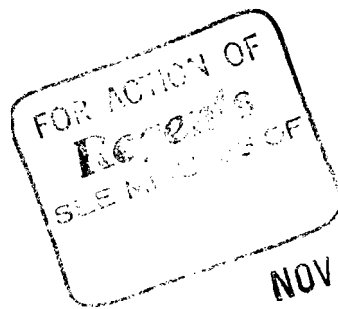
THE STATE OF TEXAS }  
COUNTY OF \_\_\_\_\_ }

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,  
\_\_\_\_\_ of \_\_\_\_\_, a corporation, known to me to be the  
person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the  
purposes and consideration therein expressed, and in the capacity therein stated, and the said instrument is the act and  
deed of the said \_\_\_\_\_.

GIVEN under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas

THE UNIVERSITY OF TEXAS  
AUSTIN 12



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RECOMMENDATIONS TO REGENTS' BUILDINGS  
AND GROUNDS COMMITTEE

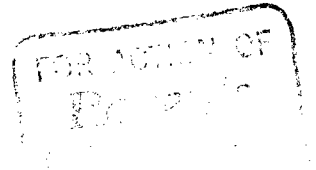
October 24, 1956

1. **APPROPRIATION FOR CONSULTING ARCHITECT'S SERVICES AND TRAVELING EXPENSES IN CONNECTION WITH CAMPUS DEVELOPMENT PLANS.**--In the Consulting Architect's contract with Page, Southerland, and Page, effective September 1, 1956, there is a provision for payment for services and traveling expenses in connection with the preparation of Campus Development Plans in amounts not to exceed \$10,000.00 for 1956-57 and not to exceed \$7,500.00 for 1957-58. It is, therefore, recommended that an appropriation of \$10,000.00 for this fiscal year be made out of the Available University Fund for an account to be entitled "Consulting Architect - Page, Southerland, and Page - Campus Development Plans - Services and Traveling Expenses," to be set up in the Central Administration section of the Available University Fund Appropriations, with a similar account to be set up in the amount of \$7,500.00 at the beginning of next fiscal year.

2. **RATIFICATION OF APPROVAL OF PRELIMINARY PLANS FOR ADDITION TO PHYSICS BUILDING, MAIN UNIVERSITY.**--At the Regents' Meeting held June 1, 1956, authorization was given for a Special Committee, consisting of Vice-President Boner, Vice-President Dolley, and Comptroller Sparenberg, to approve the preliminary plans for the Addition to the Physics Building at the Main University. These plans have been approved by this Committee, and the Associate Architect has been instructed to proceed with working drawings and specifications.

It is recommended that the action of the Special Committee as reported above be ratified and approved by the Board.

THE UNIVERSITY OF TEXAS  
AUSTIN 12



SPECIAL ITEM

October 24, 1956

AMENDMENTS TO BANK DEPOSITORY AGREEMENTS - DENTAL BRANCH.--The present bank depository agreements with The Second National Bank of Houston (now Bank of the Southwest National Association) and the First National Bank in Houston (now First City National Bank) covering deposits of the Dental Branch with these banks carry a limit on the maximum amount of money which may be placed on Time Deposit of \$250,000.00 and \$150,000.00 respectively, and these top limits were reached some time ago. The Dental Branch now has a large enough balance in the General Funds of the institution that it appears desirable to place an additional \$50,000.00 on Time Deposit in each of the banks above named, and the banks have accepted this additional Time Deposit money. It is, therefore, recommended that Comptroller Sparenberg be authorized to prepare amendments to the two agreements giving effect to this change in the limit of Time Deposits and that the Chairman of the Board be authorized to sign the amendments after they have been approved as to form by Judge Gaines.

