MINUTES OF A MEETING OF THE BOARD OF TRUSTEES OF
THE CLEMSON AGRICULTURAL COLLEGE, HELD AT CLEMSON
COLLEGE, SEPTEMBER 24, 1937.

The Chairman, Mr. Bradley, called the meeting to order at 2:30 p.m. and requested the Secretary to call the roll. The following members were present:


The Chairman stated that since each member had been given a copy of the Minutes of the preceding meeting, the reading thereof would be dispensed with. President Sikes was requested to present his report. President Sikes requested permission to read in part the report since each member had been furnished with a copy.

Moved by Mr. Barnett: That the President present his report as he saw fit.
Motion Adopted.

President Sikes then made his report to the Board.

The Chairman then directed President Sikes to present his recommendations to the Board. The President presented the following recommendations:

1 - That since Dean H. H. Willis had gone to considerable personal expense on behalf of the College in connection with the proposed Textile Building that he be reimbursed to the extent of $250.00 for travel.

Moved by Mr. Sirrine: That the recommendation be adopted and that Dean Willis be paid the sum of $250.00.
Motion Adopted.

2 - President Sikes requested the Business Manager, J. C. Littlejohn, to leave the room until called for. President Sikes then commented favorably on Mr. Littlejohn's ability and untiring efforts on behalf of the College, after which he recommended: That the salary of Mr. J. C. Littlejohn, Business Manager, be increased from $4,000.00 to $5,000.00 as of July 1, 1937.

Moved by Mr. Sirrine: That the recommendation be adopted and that Mr. Littlejohn's salary be $5,000.00.
Motion Adopted.

3 - That the following RESIGNATIONS be accepted:

School of Agriculture and Division of Agricultural Research

C. C. Brannon, Assistant in Dairying; Salary $1,126.00; Effective July 15, 1937.

W. B. Keller, Assistant in Chemistry; Salary $1,200.00; Effective August 31, 1937.

J. H. Mitchell, Jr., Assistant in Chemistry; Salary $900.00; Effective October 1, 1937.
School of Engineering

G. M. Carter, Assistant in Engineering Department; Salary $900.00; Effective July 1, 1937.

M. S. Helm, Assistant Professor of Electrical Engineering; Salary $1,800.00; Effective July 15, 1937.

S. W. Little, Assistant Professor of Architecture; Salary $1,660.00; Effective September 1, 1937.

School of General Science

George R. Sherrill, Professor of Economics and Government; Salary $2,600.00; Effective August 31, 1937.

Ward Pafford, Instructor in English, Salary $1,200.00; Effective July 1, 1937.

Moved by Mr. Sirrine: That the resignations be accepted.

Motion Adopted.

Leaves of Absence

A. L. Cooke, Instructor in English; from September 16, 1937 to September 1, 1938. Mr. Cooke plans to continue his graduate work at the University of Michigan.

J. M. Eleazer, County Agent for Sumter County; from September 3, 1937 to September 3, 1938. Mr. Eleazer has secured work under the Resettlement Administration and will serve as Manager of the Ashwood Project in Lee County during the year he is on leave.

J. L. Fulmer, Assistant Professor of Agricultural Economics; from September 16, 1937 to September 16, 1938. Mr. Fulmer has a fellowship at the University of Virginia and plans to pursue graduate work toward his doctor's degree.

J. J. Mikell, Assistant Pathologist at the Truck Experiment Station; from August 1, 1937 to September 1, 1937. Mr. Mikell wished to work with the Ferry Morse Seed Company during the month of August.

J. G. Watts, Assistant Entomologist; from September 23, 1937 to December 22, 1937. Mr. Watts plans to pursue graduate work at Iowa State College. (One month as regular vacation and one month with pay upon the recommendation of Dr. Cooper.)

Moved by Mr. Sirrine: That the leaves of absence be approved.

Motion Adopted.

Appointments

W. J. Hanna, Assistant in Chemistry; Salary $1,200.00; Effective September 1, 1937.

W. B. Rogers, Superintendent Edisto Experiment Station; Salary $5,000.00; Effective July 1, 1937.
H. J. Sefick, Assistant Professor of Horticulture; Salary $2,100.00; Effective September 1, 1937. (Mr. Sefick is filling the position of Mr. F. S. Andrews who is on leave of absence studying at Cornell University.)

R. L. Steer, Assistant in Dairying; Salary $1,200.00; Effective July 16, 1937.

School of Chemistry and Geology

G. F. Hawkins, Instructor in Chemistry; Salary $1,100.00; Effective September 25, 1937.

G. M. Nichols, Graduate Assistant in Chemistry; Salary $600.00; Effective September 1, 1937.

J. R. Salley, Jr., Graduate Assistant in Chemistry; Salary $600.00; Effective September 1, 1937.

C. K. Wheeler, Jr., Graduate Assistant in Chemistry; Salary $600.00; Effective September 1, 1937.

School of Engineering

T. S. DuBose, Assistant in Engineering Department; Salary $1,200.00; Effective September 11, 1937.

T. K. FitzPatrick, Assistant Professor of Architecture; Salary $1,860.00; Effective September 1, 1937.

H. E. Slone, Assistant Professor of Electrical Engineering; Salary $1,600.00; Effective September 6, 1937.

A. M. Quattlebaum, Assistant Professor of Civil Engineering; Salary $2,200.00; Effective September 4, 1937. (Mr. Quattlebaum is filling the position of Mr. J. A. Stevenson who is on leave of absence with the Extension Division.)

School of General Science

Leonard Bloom, Professor of Psychology and Sociology; Salary $1,800.00; Effective September 1, 1937. (Dr. Bloom is filling the position of Dr. H. C. Brearley who is on leave of absence at the University of London.)

J. E. Gates, Professor of Economics and Government; Salary $2,600.00; Effective September 7, 1937.

J. K. Ray, Instructor in English; Salary $1,700.00; Effective September 16, 1937. (Mr. Ray is filling the position of Mr. A. L. Cooke who is on leave of absence.)

B. B. Trawick, Instructor in English; Salary $1,200.00; Effective September 1, 1937.

Extension Division

G. T. Dowdy, Negro Farm Demonstration Agent; Salary $1,200.00; Effective August 1, 1937.

School of Vocational Education

F. E. Kirkley, Assistant Professor of Vocational Education in charge of Practice School at Central; Salary $326.70, ($163.35 from College and $163.35 from Smith-Hughes funds); Effective October 1, 1937.
Division of Livestock Sanitary Work

W. R. Chastain, Assistant State Veterinarian; Salary $2,000.00; Effective September 20, 1937.

H. B. Nixon, Assistant State Veterinarian; Salary $2,085.66; Effective July 1, 1937.

Moved by Mr. Douthit: That the appointments be approved.

Motion Adopted.

6 - That the following TRANSFER be made:

W. C. Bowen from Assistant Professor of Vocational Education in Central to Acting Assistant Professor of Education in the School of Vocational Education; Salary $2,700.00 (Smith-Hughes funds); Effective October 1, 1937.

Moved by Mr. Douthit: That the transfer be approved.

Motion Adopted.

7 - That the following INCREASES IN SALARY be made effective as of September 1, 1937:

A. B. Credle, Assistant Professor of Electrical Engineering; from $1,800.00 to $2,100.00.

H. A. McGee, Tobacco Specialist with the Extension Division; from $2,532.00 to $2,940.00.

J. E. Ward, Jr., Professor of Economics and Government; from $2,400.00 to $2,800.00.

Moved by Mr. Sirrine: That the above increases in salary be made effective as of September 1, 1937.

Motion Adopted.

8 - To care for the increase in the student body: That the employment of the following new teachers to be paid from tuition and fees be approved;

1 - Instructor in Chemistry
1 - Instructor in Mathematics
1 - Instructor in Mathematics and Physics
1 - Instructor in History, Government and Economics
1 - Instructor in English and Modern Languages
1 - Instructor in Drawing and Shop
3 - Instructors in Textiles
9 - Instructors for a total of $12,600.00.

Moved by Mr. Benet: That the 9 new teachers be employed.

Motion Adopted.

9 - That the sum of $500.00 be appropriated for the employment of two part-time teachers in nearby practice schools used by the Vocational Education students. The Federal and State departments are supplying funds for an additional full-time teacher at $2,700.00.

Moved by Mr. Sirrine: That the appropriation be made.

Motion Adopted.
10 - That from the student fees the following educational equipment be purchased if the financial conditions warrant the use of the funds:

(a) Technical and reference books for Library...$1,000.00
(b) Balances and Microscopes for Chemistry...... 1,000.00
(c) Diesel engine, electrical equipment and Machine Shop equipment...................... 1,600.00
(d) Classroom chairs for Textile School............. 125.00
(e) Stools for School of Agriculture................ 90.00
(f) Microscopes for Botany & Bacteriology............ 1,060.00

$4,875.00

Moved by Mr. Sirrine: That the appropriation be made and the purchases authorized if funds permit.

Motion Adopted.

11 - That budget requests be made to the Legislature as follows:

(a) Collegiate Activities...... $145,000.00 Increase $30,000.00
(b) Agricultural Research...... 62,000.00 Increase 15,346.00
(c) Edisto Experiment Station... 40,000.00 Increase 15,000.00
(d) Truck Experiment Station... 25,330.00 Increase 10,630.00
(e) Crop Pests and Diseases...... 9,390.00 Increase 1,487.00
(f) Tobacco Research.............. 28,000.00 Increase 10,500.00
(g) Livestock Sanitary Work...... 52,000.00 Increase 10,500.00
(h) Extension Service............. 166,000.00 Increase 24,000.00

$780,000.00

Moved by Mr. Barnett: That the recommendations be approved.

Motion Adopted.

President Sikes called the attention of the Board to the large increase in student enrollment and requested advice as to what should be the future policy.

After discussion, it appeared to be the sense of the Board that the College should attempt to provide for the young men seeking admission since Clemson was the only college in the State offering certain courses of study.

Moved by Mr. Sirrine: That the College authorities take such steps as may be necessary to secure further accommodations for the young men seeking to enter Clemson, and that the Legislature be informed of the present situation and that the sum of $125,000.00 be requested for additional barracks.

Motion Adopted.

President Sikes recommended the adoption of the following resolution, or one similar, to meet the requirements of the United States Government in connection with the erection of a Post Office Building on the Campus:

Proposal to donate and convey to the United States a tract of land as a site for a Post Office at Clemson, South Carolina

By authority of the General Assembly of the State of South Carolina under the provisions of Act No. 594 passed during the regular session of 1935 and approved by the Governor of South Carolina on the 20th day of April 1935, the Board of Trustees of the Clemson Agricultural College of South Carolina proposes to convey to the United States a tract of land for a Post Office Building at Clemson, South Carolina, as follows:
1. The said tract to be located just west of the Library Building and bounded on the east side by Cherry Road and on the north side by Executive Drive. The east boundary of the tract is 200 feet more or less in length and begins at a point marked "Elev. 53·4" on the attached survey and runs S 6°·30' W to a point marked "Elev. 46·55", and thence along the west side of the sidewalk until it intersects the south boundary line; thence along the south boundary line 132·8 feet N 83°·12' W to a point marked "Elev. 39·73"; thence along the west boundary line 200 feet N 6°·48' E to a point marked "Elev. 54·21"; thence along the north boundary line 120 feet S 83°·12' E to the beginning corner.

In the event the above described tract of land is for any reason not accepted, the Clemson Agricultural College proposes to convey a similar tract located elsewhere on the College property.

2. Cherry Road and Executive Drive are both public highways built and maintained by the State Highway Department of South Carolina. The sidewalks along Cherry Road and Executive Drive are public sidewalks. The Clemson Agricultural College of South Carolina agrees to maintain and improve satisfactory streets abutting the Post Office site and extending therefrom to State Highway No. 13 - 24 (U. S. Highway No. 76), which highway passes through the College property, in the same manner in which like public streets are improved and maintained by municipalities, all without expense to the United States.

3. The Clemson Agricultural College authorizes the United States to connect the Government's property with existing water, steam, electric and sewerage facilities; or any future gas, water, steam, electric or sewerage facilities provided in lieu of existing facilities either on existing land of the College or along the public highways through the land of the College. Authority is granted the United States for a right-of-way to construct connecting lines to present facilities or future facilities. The College will extend its 2300 volt power line to a pole near the edge of the lot donated to the United States.

4. The Clemson Agricultural College is a State College and all roads and walks, as well as electric, water and sewerage facilities, are built and maintained with funds authorized by the General Assembly of South Carolina. There are no taxes levied or assessments made against the College property or public buildings thereon.

5. Payment by the United States for any water or electric current consumed in the operation of the Federal Building will be in accordance with existing rates authorized by the Public Service Commission of South Carolina for this territory.

6. The Clemson Agricultural College offers to the United States the services of its landscape architect and such plants or shrubbery as it may have available and the use of its workmen in beautifying the area around the Post Office Building. The Clemson Agricultural College further offers its facilities in maintaining the shrubbery and keeping the lawns properly mowed.

Moved by Mr. Sirrine: That the resolution be adopted.

Motion Adopted.

Mr. Benet, Chairman of the Executive Committee, recommended to the Board: That the action of the Executive Committee in the awarding of the following contracts be approved:

(a) Enlarging Y.M.C.A. Auditorium to Daniel Construction Company at cost plus a fixed fee of $850.00.

(b) The Edisto Station Office Building to J. R. Woodward at $7,250.00.

(c) The Pee Dee Station Building Heating Contract to Bryce Plumbing Company for $987.00, and the Pee Dee Station Building to Stanton
Construction Company for $10,430.00.

Moved by Mr. Barnett: That the action of the Executive Committee in awarding the contracts be approved.

Motion Adopted.

Mr. Benet recommended: That the Executive Committee be granted authority to award additional contracts necessary for the completion of the buildings and for such changes as they saw fit within the limits of the funds available.

Moved by Mr. Barnett: That the recommendation be approved.

Motion Adopted.

Mr. Cope, Chairman of the Board of Fertilizer Control, informed the Trustees that his committee was ready to present certain recommendations concerning the work of Fertilizer Inspection and Analysis. The Secretary then read the recommendations. Following the reading each paragraph was discussed.

The Chairman, Mr. Bradley, declared a short recess to enable the Fertilizer Board of Control to make certain changes in the recommendations. The Board was again called into regular session and the following recommendations were presented by the Fertilizer Board of Control:

1. That under the Dean of Agricultural Research, (Cooper), a Department of Fertilizer Inspection and Analysis be created and that a Head of the Department be appointed. That the Head of the Department as Chief Inspector recommend the appointment of and directly supervise the work of the fertilizer inspectors. The Head of the Department to recommend and superintend the chemists. The Head to cooperate with the Schools of Agriculture, Chemistry, Vocational Education as well as the Departments of Agricultural Research and Agricultural Extension in such ways that all may be informed about Fertilizer Inspection and Analysis and the laws governing the manufacture and sale of fertilizers. That the Head be officer of the School of Agriculture with training in such subjects as agronomy, field crops, soils and fertilizers and that if possible he shall have had experience in the Extension Service. The duties of the Head would include such as: the proper organization of the inspection work, visiting fertilizer plants, visiting farmers, etc. The Head shall also be Secretary of the Board of Control.

2. That the Head of the Department be given a full-time secretary to handle the office work and assist with the sale of tags.

3. That the Head of the Department be authorized to recommend as many as fourteen (14) field inspectors if so many be necessary.

4. That the Head of the Department recommend an additional chemist authorized at the last Board meeting and an additional routine chemist if necessary to carry out the laws.

5. That the fertilizer inspectors be brought to the College for a "school."

6. That each inspector be required to file a detailed
daily report giving such information as: the name of the farmer visited, plants visited, miles traveled, remarks made by persons interviewed, etc. That each inspector be furnished an identification card in a leather case with his photograph.

(7) That the fertilizer plants be visited as outlined in Section 6376 of the Fertilizer Laws.

(8) That a loose leaf minute book be kept by the Department and copies of all proceedings be filed with the Secretary of the Board of Trustees. That certified copies of all regulations be furnished the manufacturers, the Trustees, the President, the Chief Chemist, the Attorney and the Director of the South Carolina Experiment Station as well as the inspectors.

(9) The adoption officially of regulations now in use governing the sale and handling of fertilizer tags.

(10) The advisability of requesting the Legislature to pass an Act requiring the licensing of the manufacturer-seller of commercial fertilizers. The first and second violations to carry a penalty and that a third violation may be the cause for revoking such a license.

Moved by Mr. Barnett: That the recommendations of the Fertilizer Board of Control be adopted.

Motion Adopted.

At the request of the Chairman, the Secretary presented the following resolution:

RESOLVED: That all measures and recommendations made at this meeting, which, according to the By-Laws, require a roll call vote of nine or more members, be hereby adopted and confirmed, and that the Treasurer be authorized to issue his checks for all expenditures authorized at this meeting.

Upon roll call vote the eleven (11) members present voted "Aye", and the Chairman declared the resolution unanimously adopted.

President Sikes outlined the activities of the Resettlement Administration of the Federal Government in the vicinity of the College. He stated that the Government had purchased several thousand acres of land in Anderson, Oconee, and Pickens Counties and that improvements had been made thereon and further that this land adjoined the College property in certain places. President Sikes further explained that representatives of the Resettlement Administration had made several visits to the College looking toward some arrangements whereby the College might be given a long term lease on the property. The Board was informed that unsigned proposal had been forwarded to Washington with the understanding that the matter would be presented to the Trustees at the September meeting. President Sikes also suggested that Professor G. H. Aull, former head of the local project, be called before the Board to explain fully the terms and conditions of such a lease as well as give information about the Resettlement Project.

Professor Aull was called before the Board and explained at some length the history of the project as well as the proposed plans for future use of this land. It was brought out that it was thought best for the College to make the lease and it in turn would make further agreements with existing agencies such as the State Forestry Commission in carrying out the provisions of the proposed lease. A copy of the suggested lease was read to the Board.

After discussion it was --

Moved by Mr. Barnett: That the College enter into negotiations with the Federal Government for a lease under the proposed terms and that the proper officials be authorized and empowered to sign such documents as are necessary.

Motion Adopted.
Mr. Sherard suggested the advisability of offering courses in personnel work.

Mr. Cooper asked if the Forestry Committee recommended at the last Board meeting had been appointed.

Mr. Benet requested permission to postpone any report of the committee on By-Laws until the next meeting as the College had been in session only about one month and that was not sufficient time to thoroughly try them out.

The permission was granted by the Chairman.

Upon motion the Board adjourned at 5:20 p.m.

[Signature]

Acting Secretary
Mr. J. C. Littlejohn, Business Manager, 
Clemson College, 
Clemson, South Carolina

Dear Mr. Littlejohn:

Enclosed is a copy of the model lease we discussed at the conference last evening. You will recall that Dr. Sikes wanted a further conference on the subject in my office at 3 o'clock, Saturday afternoon, September 11.

Very truly yours,

D. W. Watkins
Director

P. S. There is also included a copy of the "Minimum Information Required", which be of special interest to you. DWW

DWW: JML
LEASE

Between

THE UNITED STATES OF AMERICA

and

THE IOWA STATE COLLEGE OF AGRICULTURE AND MECHANIC ARTS

THIS LEASE, Made and entered into between the UNITED STATES OF AMERICA, acting by and through the Administrator of the Resettlement Administration, a federal agency established by Executive Order No. 7027, dated April 30, 1935 (hereinafter referred to as the United States), and the IOWA STATE COLLEGE OF AGRICULTURE AND MECHANIC ARTS (hereinafter referred to as the College).

WITNESSETH:

The parties hereto, for themselves and their respective successors and assigns, do hereby mutually covenant and agree as follows:

1. The United States hereby leases to the College, and the College hires from the United States, upon terms and conditions hereinafter set forth, the real property described in Exhibit A (which is attached hereto and made a part hereof) together with all improvements which are located thereon, hereinafter referred to as the property, subject, however, to all easements, rights-of-way, licenses, leases, and outstanding interests in, upon, across or through said property, which have heretofore been granted by the United States or which have heretofore been granted or reserved by the United States' predecessors in title, but excepting and reserving unto the United States of America:
All rights to the oil, gas, coal and other mineral ores whatsoever upon, in or under said property, together with the usual mining rights, powers and privileges, including the right of access to and use of such parts of the surface of the premises as may be necessary for mining and saving said minerals. In the event that the United States shall determine that the exercise of said mining rights would be inconsistent with the purposes referred to in paragraph 4 below, the United States shall not exercise such rights during the term of this lease without the written consent of the College.

2. The term of this lease shall be (10) ten years beginning with the __________ day of __________, 19____, and ending on the __________ day of __________, 19____. The lease shall be automatically renewed for eight (8) successive terms of five (5) years each unless written notice to the contrary is given by either party to the other not less than ninety (90) days prior to the termination of this lease or any renewal thereof. If the College does not deliver up possession of said property upon the termination of this lease or any renewal thereof it shall be deemed only a tenant from month to month. Each renewal shall be subject to all the provisions and conditions of this lease.

3. The College shall pay the United States during the term of this lease and any renewal thereof, rent at the rate of One Dollar ($1) per year, payable in advance on the __________ day of __________ of each year in Washington, D.C.

4. The College shall use said property for the following purposes: (a) to demonstrate the possibilities of rehabilitating marginal pasture land, (b) to demonstrate the advisability of adapting other types of marginal land for use as pastures, (c) to conduct investigations with
a view to determining the best methods for controlling soil erosion and soil depletion by establishing and improving pastures, and (d) to engage in any other activities which the parties hereto may subsequently agree upon in writing.

These purposes shall be effected by the College through its agencies, the Iowa Agricultural Extension Service and the Iowa Agricultural Experiment Station, or their successors, in the manner outlined in the Memorandum of Understanding between those two agencies which is attached hereto and made a part hereof as Exhibit B. The program set forth in this Memorandum of Understanding may be modified from time to time by mutual consent of the United States and the College.

5. In any publications, except press notices of momentary and local interest, covering the results of the program referred to in paragraph 4 above, the College shall recognize that such program was conducted on property purchased by the United States in connection with its land use adjustment program.

6. The College shall not use or permit the use of said property, or any portion thereof, for any purpose which is inconsistent or incompatible with the purposes referred to in paragraph 4 above. Nor shall the College, except with the written consent of the United States, sublease said property, or any portion thereof, or assign any of its rights or obligations under this lease to any agencies other than those of the College or their successors.

7. All income and revenue which the College may receive from the use of said property shall be and is hereby impressed with a trust for the following purposes: During the term of this lease and all renewals thereof such funds shall be expended by the College only for making repairs and replacements on said land or for effecting the program provided for in paragraph 4 above. Upon the termination of this lease or any renewal
of each year during which this lease is in effect, the College shall furnish the United States with an annual report showing all income and revenue received from the use of said property, and the disposition made thereof.

8. The College shall assume and defray all costs, charges, expenses and obligations incident to the use of said property for the purposes provided herein, and shall maintain said property in good condition and repair, making all repairs and replacements necessitated by deteriorations, damage, use, negligence, or any other cause whatsoever.

(a) The fund referred to in paragraph 7 above, and the proceeds of any insurance which the College may secure to indemnify itself against damage or loss of the property, shall be used by the College to discharge its obligations under this paragraph.

(b) In the event that additional funds should be needed by the College to discharge its obligations under this paragraph, and the College should be unable to secure such additional funds, the United States shall have the right to terminate this lease or any renewal thereof, in accordance with paragraph 11 below.

9. The College shall save the United States harmless from any loss, expense, liability, or other obligation of any nature arising out of any accident or occurrence causing injury to any person or property, and due directly or indirectly to the use or occupancy of said property.

10. The College shall furnish the United States with such information in regard to its use of said property as may be requested from time to time. The College shall also permit at all times any duly authorized representative or representatives of the United States to enter upon and
inspect said property.

11. In the event the United States shall determine that the use herein provided for said property is no longer in the public interest, or in the event the College shall fail, neglect, or refuse to fulfill or perform any of the terms and conditions of this lease, the United States shall have the right to terminate this lease or any renewal thereof by giving notice addressed to the College that the term of this lease or any renewal thereof shall cease and determine _________ days subsequent to the date of such notice, and upon the expiration of the _________ days specified in said notice, said term shall cease and determine.

12. Upon the expiration or termination of this lease or any renewal thereof the College shall quietly and peaceably remove from said property and surrender possession thereof, and the United States may immediately or at any time thereafter reenter and take possession of the property and remove all persons therefrom. This provisions shall not, however, be construed to prevent the United States from taking such action in law or in equity as it may deem necessary to regain possession or to assure the fulfillment of the purposes of this lease.

13. The United States shall have the right, but shall be under no duty, to prosecute or defend, in the name of the United States of America or in the name of the College, any actions or proceedings appropriate or necessary for the protection of the title to, possession of, or any other interest in said property.

14. The invalidity of any provision or any part thereof shall not affect the validity of the remaining provisions of this lease or the rights and obligations of the parties thereunder.

15. The failure of the United States to insist upon the strict performance of any of the terms, covenants, agreements and conditions
herein contained shall not constitute a waiver or relinquishments of the right of the United States to enforce thereafter such term, covenant, agreement or condition but the same shall continue in force and effect.

16. Any notice or other action to be given or done by the United States under this lease shall be valid only if in writing and executed or performed by the Administrator of the Resettlement Administration or his duly authorized representative, or in the case of a successor to the Resettlement Administration, by the chief administrative officer of such successor, or his duly authorized representative. All notices to be given under this lease shall be delivered or forwarded by mail, addressed, in the case of the United States, to the Resettlement Administration, or its successor, Washington, D. C.

17. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom.

18. This lease shall become effective when duly executed by all the persons indicated below.

THE IOWA STATE COLLEGE OF AGRICULTURE AND MECHANIC ARTS

By
Secretary, Iowa State College of Agriculture and Mechanic Arts

Secretary, Iowa State Board of Education

Executive Council

Director, Iowa Agricultural Extension Service

Director, Iowa Agricultural Experiment Station

UNITED STATES OF AMERICA

By
Administrator, Resettlement Administration
THE CLEMSON COLLEGE COMMUNITY CONSERVATION PROJECT

What It Is:

The Clemson College Community Conservation Project was initiated and planned by representatives of the College in cooperation with various agencies of the Federal Government. It was expected at the time that the whole thing would ultimately be turned over to the College for administration. Although the project was never officially connected with Clemson College, it furnished employment on its administrative staff to a number of Clemson graduates and, in spite of disappointing delays, the project has progressed along lines in keeping with the high standard which Clemson men are expected to set.

The Federal Government, through its representatives, has now approached the College with a view of ascertaining whether or not we are ready to make a definite proposition looking towards the future administration of the project. Other agencies are desirous of assuming this responsibility, but it appears that Clemson is not only in better position to administer the project in its entirety, but further, that the College might be embarrassed if any other agency is entrusted with this duty.

The project represents an area of approximately 25,000 acres, about 15,000 of which have already been paid for and the remainder is in the process of being acquired as rapidly as titles can be cleared. The investment in land, buildings and timber amounts to approximately $300,000 and it is a reasonable expectation that additional funds will be made available
through the Farm Security Act, to block in the area so as to make it a solid body. The Federal Government has already spent about $500,000 in an effort to make the area one of greater social value. This expenditure is in addition to the cost of the land and includes money spent for such things as the following:

A concrete dam to impound a lake of about 130 acres.  
A small masonry dam creating a lake of about five acres for recreational purposes.  
Preparation, seeding, planting, and fencing with woven wire about two thousand acres of pasture.  
General improvement of forest stands and planting of about 2,800 acres.  
The construction of picnic grounds and facilities for camps.  
The construction of two 100 foot steel observation towers and partial completion of "Ranger Units" at each of these towers.  
A large number of check dams, terraces, run off ditches, etc.

Numerous other improvements have been completed or are in the process of being completed and by June 30, 1938, a substantial program of improvement will have been effected. There is every reason to believe that funds for further development will be made available to whatever agency is entrusted with the administration of the project.

What Useful Purpose Would the Project Serve:

The following are some of the uses to which the project could be put if under the administration of the College. For the most part they represent suggestions from the research, teaching and extension forces and apply specifically to the present needs of these Divisions. Some of the suggestions could be put into effect with present funds if
only the land were available:

1. Experimental forest laboratories.
2. A source of timber supply for the College.
3. Grazing experiments and demonstrations.
4. Recreational grounds for summer camps, etc.
5. Soil erosion demonstrations and experiments.
6. Rifle range.
7. Engineering laboratories and survey camps.
8. Farm machinery demonstrations and experiments.
9. "Model" or "standard" farms.
10. Game and fish preserve.
11. A source of summer or part-time employment for students.
12. Athletic training camp.

Estimated Income:

Officials of the Federal Government in consultation with local authorities have estimated the annual income from the project to average about $11,000 during a period of the next five years after which it would considerably increase. The principal sources of income and the average annual amount from each are listed as follows:

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<tbody>
<tr>
<td>Grazing at $0.75 per head per month</td>
<td>$1,200</td>
</tr>
<tr>
<td>Pulpwood &quot; $1.00 per cord</td>
<td>$1,600</td>
</tr>
<tr>
<td>Fuel wood &quot; 1.00 per cord</td>
<td>$1,600</td>
</tr>
<tr>
<td>Saw timber at $3.50 per MBF</td>
<td>$4,200</td>
</tr>
<tr>
<td>Rental of farm land at $2.00 per acre</td>
<td>$2,000</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$600</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$11,200</strong></td>
</tr>
</tbody>
</table>

These estimates appear to be conservative. For example, the total volume of full wood is estimated at only 8,000 cords during the five year period and there are now approximately this number of cords cut and stacked on the property from clean-up thinnings made during the past
year or two. The price of fuel wood, too, ($1.00 per cord) is certainly not too high for this area.

**Administration:**

Undoubtedly some problems of administration would arise but none of these need be insurmountable. It is suggested that an advisory "Committee on Land Utilization" be appointed by the President with the approval of the Board of Trustees with one member of the Committee as Chairman or Administrator. The Committee itself should be made up of members of the Experiment Station and Extension Service Staff, and it need not entail additional cost to the College. However, a full time manager should be employed to handle the details.

**Probable Cost:**

If the College undertakes to administer the project the receipts would, of course, be used to offset the expenditures necessary. There is no reason whatever why expenditures could not be limited altogether by income from the Project. If this should become necessary the manager of the project could secure much needed help by permitting selected families to live in the area and work some of the available agricultural land in return for services rendered on the project.

The opportunity to cooperate with such agencies as the Soil Conservation Service, the National Farm Service, the Bureau of Agricultural Economics, the Bureau of Biological Survey, the Civilian Conservation
Corps, and local groups of sportsmen and citizens would undoubtedly permit the effective utilization of the area to the advantage of the College and the State. Undoubtedly, a portion of present Federal and State appropriations could be allocated for research and other uses in the area to the advantage of particular programs and projects. Since no taxes would be required, it does not seem likely that the area would prove to be a handicap.

At the same time, if the College undertakes to assume control over the project, a sincere effort should be made to conduct an active program and to take full advantage of the opportunities which would be offered. To this end it is suggested that the Legislature be requested to appropriate funds which would permit the College to extend its program and to expand the area of its service to the state in a way which could not be done except for this opportunity which has been presented.

The following budget is suggested:

A-1--Salaries
General Manager $ 2,400
Forester 2,000
Game Technician 2,000
Tower Wardens 2 at $300 600
Patrolmen 4 at $300 1,200

A-2--Wages
Common labor at $0.10 per hr. 2,000

B-4--Repairs

C-9--Motor Vehicle Supplies
Gas and Oil 1,800

C-11--Other Supplies
Miscellaneous (seed, seeding, etc.) 1,500 $14,500
MINIMUM INFORMATION REQUIRED BY RESETTLEMENT ADMINISTRATION OFFICIALS CONCERNING NON FEDERAL AGENCY PROPOSED AS THE ADMINISTRATIVE AGENCY OF ONE OR MORE RESETTLEMENT ADMINISTRATION LAND USE PROJECTS.

(Note: Prepare information in conformance with following outline to facilitate analysis on comparable basis for other projects in the United States).

A. Evidence of Organizational Stability:

1. Discuss briefly the history of the agency, indicating the date of its original creation and tracing organizational and functional changes to date.

2. Outline the organizational set-up of the agency as provided for by the legislature or other authority, indicating the number of officers, term of office of each member, and method of appointment. (For example, if the agency is a Commission, by whom are the Commissioners appointed, number of such Commissioners, period of appointments, etc.) State briefly its present function or functions as established by legislative or other authority and cite legislation or other authorization.

3. Cite the enabling legislation under which it is believed the State has authority to enter into leasing arrangements with the Federal Government. (Furnish copies of enabling legislation if available.)

4. Enclose copies of the agency's annual reports, covering the period of the last several years, if possible. If copies of the last annual report are not available, furnish the names of the present administrative staff.

5. Discuss the attitude of the public toward the agency and the agency's program.

B. Evidence of an established program on the part of the agency to carry out the purposes of the project:

1. Discuss briefly the types of areas, if any, administered by the agency, the objectives for which the areas are managed, and the acreage administered by the agency. State the names and acreages of the larger or more important areas. Attach with the submission of this information a map showing the areas administered by the agency. Where our project is related to one or more of the agency's areas, show the relationship of the two by drawing the purchase area boundaries of our project on the map.
2. State the opinions of specialists outside of the agency and of the public as to the manner in which the areas are managed, pointing out specifically whether the agency is particularly successful or unsuccessful in certain types of ventures, such as forestry management as correlating your discussion with the purposes of the project.

C. Evidence of financial security:

1. Discuss in detail the legislative policy in appropriating funds for the agency, including with such discussion data showing annual (or biannual) appropriations for the agency, covering a period of several years.

2. Has the agency a special revenue earmarked for its administrative and developmental expenses, such as income from game and fish licenses, recreational privileges, etc.? If so, show income by years, separate from data requested in paragraph 3cl above.

3. Does the agency have authority to use income from the land which it is proposed to lease to it for administrative and development work, or will income from the sale of forest products, etc., revert to the State Treasury. If the agency does have authority to expend income directly, cite authority.

D. Evidence that the agency is technically qualified:

1. Discuss in detail the qualifications of the technical personnel of the agency insofar as such personnel is needed to carry out the objectives of the project.

2. Discuss the manner in which the agency selects its technical personnel, indicating the qualifications and training of personnel so selected.

E. Evidence of previous or existing cooperation with other Federal agencies:

1. Point out cooperative arrangements between the agency and other Federal agencies, if any, and indicate the results thereof.

F. Although the final form and content of a lease between the Government and the agency will be a matter for consultation and mutual agreement between officials of the agency and the Resettlement Administration, it is contemplated that leases will incorporate the following basic provisions:

1. A term of years consistent with the long range objectives of the project, but in no event for a period of over 50 years,

2. Payment of only a nominal annual consideration for the lease,
3. that the agency will be responsible for the operation, maintenance, and administration of the project in accordance with the purposes for which it was established, and that no assignment of this responsibility will be made to another agency, except as provided in the lease or with the approval of the United States,

4. that any changes in policies later found necessary with respect to the administration of the project will be made by mutual agreement between the agency and the United States,

5. that the revenue accruing from the project will be expended in connection with the administration and development of the project, or, as may be mutually agreed, to, or other conservational areas,

6. that all rights to oil, gas, and minerals within the project owned by the United States will be reserved exclusively to the United States, provided that in the event that the development or sale of such properties would be inconsistent with the objectives of the project, the United States will not undertake such development or sale during the term of the lease except upon mutual agreement with the agency.

It is suggested that you give consideration to other provisions which should be included. Each lease will, of course, contain either in the body of the lease or as an attachment thereto, a detailed statement of the purposes of the project and the manner in which the purposes will be carried out.

The name of the official to whom we should address the letter we shall prepare for the Administrator, notifying the official formally of our decision and plans. As stated above, we believe it essential that we thus notify the chief executive in the case of state agencies and the responsible authority in the case of non-state agencies so that financial arrangements for the administration may be made and so that we may dispel any uneasiness relative to the disposition of the project or projects.
October 1, 1937

Dr. E. W. Sikes, President
The Clemson Agricultural College
Clemson, South Carolina

Dear Sir:

Pursuant to an Act (House Bill 1114 and Senate Bill 86) of the 1937 Legislature of the State of South Carolina and approved by me as Governor authorizing the sum of $300,000.00 to be used toward the erection of a Textile Building, you are hereby authorized to call a meeting of the Clemson Agricultural College Board of Trustees to consider the offer of the United States for a grant to assist in erecting and equipping said Textile Building.

Yours very truly,

Olin D. Johnston
Governor of the State of South Carolina

State of South Carolina
County of Oconee

I hereby certify that the above is a true and correct copy.

J. C. Littlejohn, Acting Secretary
Dr. E. W. Sikes, President
The Clemson Agricultural College
Clemson, South Carolina

Dear Sir:

Pursuant to an Act (House Bill 1114 and Senate Bill 86) of the 1937 Legislature of the State of South Carolina and approved by me as Governor authorizing the sum of $300,000.00 to be used toward the erection of a Textile Building, you are hereby authorized to call a meeting of the Clemson Agricultural College Board of Trustees to consider the offer of the United States for a grant to assist in erecting and equipping said Textile Building.

Yours very truly,

Olin D. Johnston
Governor of the State of South Carolina
NOTICE OF SPECIAL MEETING

COPY CONFORMED TO EXECUTED ORIGINAL
Legal Division, P. W. A.

FEDERAL EMERGENCY ADMINISTRATION

Checked Date: SEP 27 1937 OF PUBLIC WORKS

Washington, D. C.,
Dated: SEP 30 1937
Docket No. S. C. 1239-DS.

The Clemson Agricultural College of South Carolina,
Clemson, South Carolina.

1. Subject to the Terms and Conditions (PWA Form No. 230) which are made a part hereof, the United States of America hereby offers to aid in financing the construction of a textile building, including the necessary equipment therefor, (herein called the "Project") by making a grant to The Clemson Agricultural College of South Carolina (herein called the "Applicant") in the amount of 45 percent of the cost of the Project upon completion, as determined by the Federal Emergency Administrator of Public Works, but not to exceed, in any event, the sum of $165,124.

2. By acceptance of this Offer the Applicant covenants to begin work on the Project as early as possible but in no event later than 10 weeks from the date of this Offer and to complete such Project with all practicable dispatch, and in any event within 14 months from the commencement of construction.

UNITED STATES OF AMERICA

Federal Emergency Administrator of Public Works

(Sgd.) E. W. Clark
For the Administrator.
NOTICE OF SPECIAL MEETING

To the Members of the Board of Trustees of the Clemson Agricultural College of South Carolina.

Notice is hereby given that a special meeting of the Board of Trustees of the Clemson Agricultural College of South Carolina will be held at Columbia, S. C., on the 8th day of October, 1937, at 12 o'clock Noon, for the purpose of considering an offer of the United States of America to aid by way of a grant in financing the construction of a textile building, including the necessary equipment therefor, and adopting a resolution accepting said offer.

Dated October 5, 1937

J. C. Littlejohn
Acting Secretary

CONSENT TO MEETING

We, the undersigned, being members of the Board of Trustees of the Clemson Agricultural College of South Carolina, hereby accept service of the foregoing notice, waiving any and all irregularities in such service and such notice, and consent and agree that said Board shall meet at the time and place therein named and for the purpose therein stated.

W. W. Bradley, Chairman
J. B. Douthit
W. D. Barnett
A. F. Lever
Christie Bent
Paul Sanders
E. A. Brown
S. H. Sherard
B. M. Cooper
J. E. Sirrine
F. E. Cope
T. B. Young

MINUTES OF A SPECIAL MEETING OF THE BOARD OF TRUSTEES OF THE CLEMSON AGRICULTURAL COLLEGE OF SOUTH CAROLINA, HELD ON THE 8th DAY OF OCTOBER, 1937.

The Board of Trustees of the Clemson Agricultural College of South Carolina met in Special session on the 8th day of October, 1937, at Columbia, S. C. in the State House.

There were present the following members, to wit: W. W. Bradley, Chairman, F. E. Cope, J. B. Douthit, A. F. Lever, J. E. Sirrine, B. M. Cooper, Paul Sanders, Christie Bent, W. D. Barnett. Absent: E. A. Brown, S. H. Sherard, B. T. Leppard, and T. B. Young.

Moved by Mr. Bent: That on account of the absence of S. W. Evans, Secretary, due to sickness, that J. C. Littlejohn be hereby appointed Acting Secretary of the Board until further orders.

The motion was duly seconded by Mr. Barnett and unanimously adopted.
Moved by Mr. Sirrine: That the Board authorize and empower
E. W. Sikes, President, and J. C. Littlejohn, Business Manager, to
act as the Owner's Representatives and to perform all the necessary
duties as such in connection with the preparation of documents and
the erection and equipping of the proposed Textile Building.

The motion was duly seconded by Mr. Douthit and was
unanimously adopted.

There being a legal quorum present the Chairman of the
Board proceeded with the business at hand and instructed the
Acting Secretary to read in full the offer of the United States to
aid by way of a grant in financing the Construction of a Textile
Building, including the necessary equipment therefor. The Secretary
then read in full to the Board the said offer dated September 30, 1937.

After discussion of the offer of the United States of America
to the Clemson Agricultural College of South Carolina to aid the said
College by way of a grant in financing the construction of a textile
building, including the necessary equipment therefor, the following
resolution proposed by J. E. Sirrine, was read in full:

A RESOLUTION ACCEPTING THE OFFER OF THE UNITED
STATES OF AMERICA TO THE CLEMSON AGRICULTURAL
COLLEGE OF SOUTH CAROLINA TO AID BY WAY OF A
GRANT IN FINANCING THE CONSTRUCTION OF A
TEXTILE BUILDING, INCLUDING THE NECESSARY EQUIP-
MENT THEREFOR.

BE IT RESOLVED by the Board of Trustees of the Clemson
Agricultural College of South Carolina:

Section 1. That the offer of the United States of
America to the Clemson Agricultural College of South Carolina, to
aid the said College by way of a grant in financing the construc-
tion of a textile building, including the necessary equipment therefor, a copy of which offer reads as follows:

" FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS

Washington, D. C.
Dated: September 30, 1937
Docket No. S. C. 1239-ES

The Clemson Agricultural
College of South Carolina,

Clemson, South Carolina.

1. Subject to the Terms and Conditions (FPA Form No. 230)
which are made a part hereof, the United States of America hereby
offers to aid in financing the construction of a textile building,
including the necessary equipment therefor, (herein called the
"Project") by making a grant to The Clemson Agricultural College of
South Carolina (herein called the "Applicant") in the amount of
46 percent of the cost of the Project upon completion, as determined
by the Federal Emergency Administrator of Public Works, but not
to exceed, in any event, the sum of $165,124.

2. By acceptance of this Offer the Applicant covenants
to begin work on the Project as early as possible but in no event
later than 10 weeks from the date of this Offer and to complete
such Project with all practicable dispatch, and in any event
within 14 months from the commencement of construction.

UNITED STATES OF AMERICA
Federal Emergency Administrator
of Public Works
By (Sgd) E. W. Clark
For the Administrator. "

be and the same is hereby in all respects accepted.
Section 2. That the said College agrees to abide by all the terms and conditions relating to such grant, a copy of which Terms and Conditions were attached to the Government's offer and made a part thereof.

Section 3. That said Board of Trustees authorizes J. C. Littlejohn, Acting Secretary of said Board, and he is hereby authorized and directed, forthwith to send to the Federal Emergency Administration of Public Works three certified copies of this resolution and three certified copies of the proceedings of this meeting in connection with the adoption of this resolution, and such further documents or proofs in connection with the acceptance of said offer as may be requested by the Federal Emergency Administration of Public Works.

The Resolution being duly seconded by W. D. Barnett, was adopted by the Board of Trustees by the following vote:


Nays: None.

The Chairman then declared the resolution duly and legally adopted.

After further discussion of the proposed building the Chairman declared a recess.

The Chairman at the request of Dean H. P. Cooper again called the Board to order for the purpose of considering a resolution prescribing the minimum amount of plant food in fertilizers.

Dr. Cooper presented the following resolution:

That no superphosphate or no fertilizer with a guarantee of two or more plant food ingredients shall be sold or offered for sale for fertilizer purposes within this State, which contains less than 16% of plant food. This shall not apply to animal or vegetable products not mixed with other fertilizer materials.

After discussion the attention of the Board was called to Section 6385 of the Code which was read:

6385. Regulations by Trustees of Clemson College - The board of trustees of the Clemson Agricultural College of South Carolina shall have authority to establish such rules and regulations in regard to the inspection, analysis and sale of fertilizers and fertilizing materials as shall not be inconsistent with the provisions of this article, and as in their judgment will best carry out the requirements thereof.

It was Moved by Mr. Sanders: That Dr. Cooper be authorized to confer with the Fertilizer Manufacturers with the view to having them accept the standard of 16% and that the Board adopt the resolution.

Motion adopted.

There being no further business the Board adjourned.

C. C. Littlejohn, Acting Secretary