

no. 13. Scripps

MINUTES OF THE ANNUAL MEETING OF THE LOCAL BOARD OF DIRECTORS
OF THE SCRIPPS INSTITUTION OF BIOLOGICAL RESEARCH HELD ON THURSDAY,
JULY, 8, 1915.

The annual meeting of the local board of directors of the Scripps Institution of Biological Research of the University of California, was held in the library of the institution, on July 8, 1915, at 10:00 A. M.

The following members were present: Miss Elen B. Scripps; Mr. E. W. Scripps; Mr. E. L. Michael; Dr. G. F. McEwen; Dr. F. B. Sumner; and W. C. Crandall.

In the absence of Dr. Ritter, Director, Mr. Crandall called for nominations for chairman. Mr. E. W. Scripps nominated Dr. Sumner, Dr. Sumner nominated Mr. Michael. By vote of those present Mr. Crandall declared Dr. Sumner elected.

Dr. Sumner then took the chair.

Mr. Crandall then read a letter of July 5, written by Mr. E. W. Scripps to Dr. W. E. Ritter concerning Prof. Cattell and a possible visit of Mr. Cattell to the institution at La Jolla.

Moved by Mr. Michael, seconded by Miss Scripps that an invitation be extended to Prof. Cattell to visit the Scripps Institution and that such financial arrangements as might be necessary to obtain such visit be entered into if found feasible by the professional and business manager of the staff. Motion carried.

Moved by Crandall, seconded by Mr. E. W. Scripps that the minutes of the previous meeting be passed. Motion carried.

Moved by Crandall, seconded by Michael that the following recommendation for salaries for the fiscal year 1915-16 be adopted:

W. E. Ritter, Director	\$4000.
W. C. Crandall, Bus. Mgr.	2700.
F. B. Sumner, Zoologist.	2300.
E. L. Michael, "	1700.
G. F. McEwen, Hydrographer	1700.
P. S. Barnhart, Curator.	1300.
C. O. Esterly, Zoologist.	450.
S. S. Berry, Librarian.	300.
Olive Swezy, Asst. Dr. Kofoid.	800.

Motion carried.

Moved by Crandall, seconded by Miss E. B. Scripps that the following Local Board appointments be made:

H. O. Falk	Director's Secretary, Assistant Librarian.	\$1000.	per year
F. P. Clough	Computing Assistant	75.	" month
Stewart Taber	F. P. Sumner's Asst. Draftsman.	55.	" "
Miss Ebba Brease	Dr. Kofoid's Asst.	360.	" year
C. G. Potter	Dr. Daniel's Asst. June 1, to Aug. 1, 1915	100.	two months
Miss Ruth Powell	Dr. Daniel's Asst. June 1, to Aug. 1, 1915	100.	" "
Paul Kelsey	Librarian Asst.	45.	per month
M. B. Nichols	Kelp Investigation		
James Ross	Caretaker Agassiz	900.	per year
Ralph Terrill	" station, chauffeur	900.	" "

Motion carried.

Moved by Crandall, seconded by McEwen that ^a committee be appointed by the chair to get a "Visitor's Book" which shall be placed in the station for signatures. Motion carried.

The chair appointed as a committee of one, Mr. E. L. Michael to attend to same.

Moved by Crandall, seconded by Michael that the list of visiting workers during the year 1914-15 be spread upon the minutes, namely; Dr. B. M. Allen; Mr. C. L. Hubbs; Dr. Frank K. Cameron; Dr. J. W. Turrentine; Mr. Albrecht; Mr. Herbert E. Judy; Miss Mary G. Armstrong; Dr. Myrtle Johnson; Mr. H. J. Snook; Dr. E. N. Brown; Dr. Robert Griggs.

MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF THE INSTITUTION OF BIOLOGICAL RESEARCH, CHAS.

JULY 8, 1915.

The annual meeting of the local board of directors of the Institution of Biological Research of the University of California, was held in the library of the institution, on July 8, 1915, at 10:00 A. M.

The following members were present: Miss Helen B. Scripps; Mr. E. W. Scripps; Mr. E. L. Michael; Dr. G. F. McWen; Dr. F. B. Sumner; and W. C. Grandall.

In the absence of Dr. Ritter, Director, Mr. Grandall called for nominations for chairman. Mr. E. W. Scripps nominated Dr. Sumner. Dr. Sumner nominated Mr. Michael. By vote of those present Mr. Grandall desired Dr. Sumner elected.

Dr. Sumner then took the chair. Mr. Grandall then read a letter of July 5, written by Mr. E. W. Scripps to Dr. W. E. Ritter concerning Prof. Cattell and a possible visit of Mr. Cattell to the institution at La Jolla. Moved by Mr. Michael, seconded by Miss Scripps that an invitation be extended to Prof. Cattell to visit the Scripps Institution and that such financial arrangements as might be necessary to obtain such visit be entered into if found feasible by the president and business manager of the staff. Motion carried. Moved by Grandall, seconded by Mr. E. W. Scripps that the minutes of the previous meeting be passed. Motion carried. Moved by Grandall, seconded by Michael that the following recommendation for salaries for the fiscal year 1915-16 be adopted:

Director	\$4000.
W. E. Ritter	3700.
W. C. Grandall, Bus. Mgr.	2500.
F. B. Sumner, Zoologist	1700.
E. L. Michael	1700.
G. F. McWen, Hydrographer	1700.
P. S. Barham, Geologist	1200.
C. O. Estery, Zoologist	450.
S. S. Berry, Librarian	300.
Olive Swery, Asst. Dr. Kofoid	300.

Motion carried. Moved by Grandall, seconded by Miss E. B. Scripps that the following local board appointments be made:

H. G. Falk	Director's Secretary	\$1000.	per year
F. P. Glough	Assistant Librarian	75.	" month
Stewart Tabor	Computing Assistant	55.	" "
Miss Edna Bross	E. B. Sumner's Asst.	350.	year
G. G. Potter	Dr. Kofoid's Asst.	100.	two months
Miss Ruth Powell	Dr. Daniel's Asst.	100.	" "
Fred Kelsey	Librarian Asst.	45.	per month
M. B. Nichols	Keck Investigation	200.	per year
James Ross	Garretts Asst.	200.	" "
Ralph Terrell	" station, chauffeur	200.	" "

Motion carried. Moved by Grandall, seconded by McWen that a committee be appointed by the chair to get a "Visitor's Book" which shall be placed in the station for night-keepers. Motion carried. The chair appointed as a committee of one, Mr. E. L. Michael to attend to same.

Moved by Grandall, seconded by Michael that the list of visiting workers during the year 1914-15 be spread upon the minutes, namely: Dr. H. H. Allen; Mr. G. L. Hubbs; Dr. Frank K. Cameron; Dr. J. W. Thurston; Mr. Albert; Mr. Herbert E. Judy; Miss Mary G. Armstrong; Dr. Myrtle Johnson; Mr. E. L. Snook; Dr. E. H. Brown; Mr. Robert Griggs.

Moved by Crandall, seconded by McEwen that as we view the August meetings as very special events in which McEwen and Michael will represent institution, that the institution pay the expenses of trip. That Summer shall be included as far as regular trip to Berkeley does not cover his case. Motion carried.

Moved by Michael, seconded by McEwen that the following action of Miss. E. B. Scripps be ratified: " Commencing with May 1st, 1915 and continuing during the period of expenditure of the \$100,000.00 gift, I authorize the salary of Mr. W. C. Crandall to be at the rate of \$3000.00 per year. This salary is to be made up of the salary paid by the University plus the difference to be paid from the Improvement Fund." (signed) E. B. Scripps.) Motion carried.

The report of the business manager for the year July 1, 1914- July 1, 1915, was then read.

July 8, 1915.

TO THE LOCAL BOARD OF DIRECTORS OF THE SCRIPPS INSTITUTION OF BIOLOGICAL RESEARCH OF THE UNIVERSITY OF CALIFORNIA; I hereby submit my annual report for the fiscal year July 1st 1914 to July 1st 1915.

MAINTENANCE

RECEIPTS		EXPENDITURES	
Univ. State Appro.	7500.00	Salaries Pd. by State App.	7500.00
Scripps Donation/	9551.21	" " " " Scripps	5149.92
Bal. July 1914-----/		Sal's & Local Main.	6284.09
Scripps Donation		Univ. Main.	94.79
6/1/14-6/1/15	10500.00	" Summer	956.02
Sundry Receipts			
6/1/14-6/1/15	1951.08		
	<u>29502.29</u>		<u>19984.82</u>
		Bal on hand July 1, 1915	9517.47
			<u>29502.29</u>

LIBRARY

BAL on hand July 1, 1914	3087.61	University	1529.61
Scripps Donations &		Salaries	1505.83
Sundries for the year	39.68	Local/Books & Sundries	1792.89
	<u>3127.29</u>		<u>3828.33</u>
		Overdrawn July 1, 1915	1701.04
			<u>3127.29</u>

BUILDING & GROUNDS

Bal on hand July 1, 1914	1406.36	Scripps Donation Local	1638.18
Scripps Donation	670.00	Bal on hand July 1, 1915	438.18
	<u>2076.36</u>		<u>2076.36</u>

LOCAL MAINTENANCE

Local Main. Acct.	6284.09	Bal Bill Payable 6/1/14	155.89
From Build. & Ground Act	21.56	Apparatus	802.34
		Boat	597.13
		Laboratory	264.26
		Summer Lab.	381.04
		Miscellaneous	529.73
		Maintenance	2527.76
		Professional	37.50
	<u>6305.65</u>		<u>6305.65</u>

UNIVERSITY SALARIES

State Appro.	7500.00	Professional Acct.	6600.00
		Boat	900.00
			<u>7500.00</u>

BOAT ACCOUNT

State Appro.	900.00	Boat Main.	597.13
Scripps "	597.13	" keeper's Salary	900.00
	<u>1497.13</u>		<u>1497.13</u>

SUMMER LABORATORY

Univ. Scripps Appro.	956.02	Expenditures	1337.06
Local " "	381.04		
	<u>1337.06</u>		

Very respectfully,

W. C. Crandall (signed)

Business Manager.

Moved by E. W. Scripps, seconded by Miss E. B. Scripps the the report of the business manager be accepted and filed. Motion carried.

Sumner then vacated the chair to Mr. Crandall and moved that Dr. Evermann, of the California Academy of Sciences, be invited to visit the Station in the near future for the purpose of determining whether there exists locally an unrecognized species of albacore, and that Dr. Evermann's expenses for travel and subsistence be defrayed by the institution. It is the understanding of the Board that such action is taken for the purpose of settling a biological problem, and that it does not commit the Station to a program of economic fisheries investigation. Seconded by Mr. E. W. Scripps. In the discussion Mr. Sumner spoke as follows: "In reference to the remarks of Mr. Crandall, regarding the desirability of carrying on studies of local commercial fishes, and hereby getting into relation with certain economic interests of the Coast, Mr. Sumner took occasion to point out the possible dangers of such a course. He called attention to the fact that there were in America scarcely half a dozen endowed institutions for pure research in biology. That our own station enjoyed a unique opportunity in this respect, and that this opportunity ought to be jealously guarded. The danger of losing it was not to be regarded as imaginary, since social and political pressure would be all in the direction of visible economic results. Investigations along such lines were already liberally supported elsewhere. Mr. Sumner in particular expressed his belief that appeals should not be made for state funds under the pretence that any considerable part of the work of the station was economic. The State might reasonably insist that the funds thus appropriated should be used for such purposes."

Mr. Crandall then stated that he believed that it would be inimical to the best interests of the Station to exclude from its program Biological studies that might have some bearing upon economic problems. That problems should be considered, whether of pure research or of applied research and that it is for the best interests of the Station to assume problems of either character when it is found possible to carry them on. That it is necessary to place before those who consider our appropriations all facts as clearly and forcibly as possible in order that appropriation may be made generously.

Mr. E. W. Scripps stated that all legitimate means must be taken by the business management to put forward what ever has been accomplished by the station and what it may hope to accomplish. Chair.

Motion seconded by Mr. E. W. Scripps and carried. Sumner resumed.

Moved by Michael, seconded by McEwen that the action of Director Ritter and Business Manager Crandall be ratified regarding an agreement entered into by them and Sherman French & Co., of Boston, Mass. for the publication of a book entitled "War & Civilization" by "W. E. Ritter" Motion carried.

Moved by Mr. E. W. Scripps, seconded by Michael that the following names be placed in nomination for membership in the Local Board: Dr. C. O. Esterly; and Dr. C. A. Kofoid. These nominations to be laid over for consideration at the next meeting. Motion carried.

Moved by Crandall, seconded by Mr. E. W. Scripps that Director Ritter be authorized to investigate the possibility of obtaining the services of Dr. Parker and Dr. Esterly for work in physiological biology during the year 1916-17. Motion carried.

Moved by Crandall, seconded by Michael that the meeting adjourn. Motion carried. Meeting adjourned.

APPROVED

SIGNED

WCC/KY

W. C. Crandall
Secretary.

P.S. Referred to Staff members for consideration.

MINUTES OF THE CALLED MEETING OF THE LOCAL BOARD OF
DIRECTORS OF THE SCRIPPS INSTITUTION FOR BIOLOGICAL RESEARCH

HELD ON FRIDAY, SEPT. 24th, 1915, at 3 P.M.

At the called meeting of the Local Board of Directors of the Scripps Institution for Biological Research of the University of California, held in the library of the Institution on Friday, Sept. 24th, 1915 at 3 P. M., the following members were present:

Dr. Fred Baker, Dr. W. E. Ritter, Dr. G. F. McEwen, Mr. E. L. Michael, Mr. W. C. Crandall, Mr. Barnhard attended as a guest.

In pursuance of the usual order of business, the call for the meeting was read: "A meeting of the Local Board of Directors of the Scripps Institution for Biological Research has been called for Friday, Sept. 24th, 1915 in the Directors' Room, for the purpose of discussing Summer Session and other phases of the work of the Institution." Signed, W. C. Crandall, Secretary.

Dr. William E. Ritter was in the chair.

The minutes of July 8th were read and approved.

Under unfinished business, Mr. E. L. Michael reported that he had not yet secured a Visitors' Book, but would report progress.

Moved by Mr. Michael, seconded by Mr. McEwen that the matter of the consideration of Dr. C. A. Kofoid and Dr. C. O. Esterly as members of the Local Board be laid on the table. Motion carried.

Dr. Ritter reported that Dr. Cattell has found it impossible to come to the Institution at this time and hoped to be able to come in the near future.

He reported that Dr. Evermann was in the East at the time the invitation was extended to him for a visit to the Institution, to study the Albacore, then, he became interested in the removal of the Academy of Sciences in San Francisco, and so has been unable to visit us up to this time. That he might now be expected at any time.

Mr. Barnhard being present, suggested that Dr. Evermann be asked to come next year during the early run of the Albacore. Dr. Ritter stated that he would write Dr. Evermann accordingly.

Dr. Ritter reported that Sherman, French and Company had completed and placed on sale, "War, Science and Civilization".

He reported that Dr. Sumner was ill and had authorized him to vote his proxy in necessary.

Dr. Ritter reported that Dr. Parker of Harvard had been much pleased with the proposition made him to work in this Institution if such work would not interfere with his duties at Harvard. He would therefore, prefer to visit the Institution during the second half of the year or from February to June, 1917. As this plan contemplated having Dr. Esterly work in conjunction with Dr. Parker, Dr. Ritter had written Dr. Parker that it would be better for them to start their work together during the summer of 1916, then have Dr. Parker return to Harvard for the Fall and early Winter Session, and then return to the Institution for the late Winter and Spring work.

Dr. Esterly favors the plan as outlined by Dr. Ritter, but was doubtful as to whether he could obtain leave of absence.

Copy for Miss Scripps
San Jose, Cal.

Friday, Sept. 24th, 1915. #2.

Dr. Ritter asked that further time be granted for action in this matter.

Dr. Ritter reported that the Salary Budget proposed by him to Dr. Benjamin Ide Wheeler was disapproved except for the salary of the Business Manager and that the report of Dean Barrows as approved by President Wheeler and given to the Board of Regents of the University of California, now stands as the Salary Budget of the year 1915-16. Report ordered filed.

The Business Manager stated that the equipment found available for obtaining maps, models and charts was \$5,000.00, and this amount would be available for installation of such new material in the new library and museum.

Under this head, Dr. McEwen reported that he had taken up the matter of certain relief maps that he believed would be really essential to a good display, that would describe the character of the work we are doing here.

Moved by Mr. Crandall, seconded by Mr. Michael that the scientific Director, Dr. Ritter, and Dr. McEwen be authorized to purchase the relief maps as described. Carried.

Dr. Ritter reported upon the Summer Session as per report on opposite page of minutes. **

During the reading of this report, Mr. E. W. Scripps arrived and was present during the rest of the meeting.

Moved by Mr. Crandall, seconded by Dr. Baker that the report of Dr. Ritter upon the Summer Session be adopted. Carried.

Moved by Mr. Crandall, seconded by Dr. Baker that the Director be authorized to take up above report with President Wheeler that this action might be ratified by the Board of Regents of the University of California. Carried.

Moved by Mr. Crandall, seconded by Mr. Michael that the Director be authorized to issue an announcement concerning the Summer Session after the same had been ratified by the Regents of the University of California.

The Business Manager showed studies of the library, club house and houses.

Moved by Mr. Crandall, seconded by Dr. McEwen that Mr. Michael be given secretarial assistance with his correspondence for the Pacific Branch of American Society of Naturalists. Carried.

Moved by Mr. Crandall, seconded by Mr. Michael that the meeting adjourn. Carried.

Attest

Approved.

Secretary.

THE SCRIPPS INSTITUTION FOR BIOLOGICAL RESEARCH
OF THE
UNIVERSITY OF CALIFORNIA

LOCATED AT LA JOLLA
NEAR
SAN DIEGO, CALIFORNIA

LA JOLLA, CALIFORNIA.

Dec. 20th, 1915.

Sirs:

Bids will be received for the construction and installation of Library Stacks, partial Mezzanine Floor, Stairs and placement of Stacks (now owned by Scripps Institution for Biological Research) up to and including Jan. 20th, 1916.

The acceptance of bids will be determined, as will be noted in the specifications, by :-

1. Character of Construction.
2. Character of Finish.
3. Time required for Completion of Work.

A 5% certified check or bond must accompany each bid, the same to be returned when the contract has been let.

A 50% Surety Bond must be signed upon acceptance of bid and on signing contract.

All bids and samples must be sent to W. C. Grandall, Business Manager, Scripps Institution for Biological Research, La Jolla, California.

Form of Bond, Contract, and Plans are attached for the information of the bidder. These are to be returned at the time of bidding as they are the property of (Miss) Ellen B. Scripps.

FORM OF BOND.

KNOW ALL MEN BY THESE PRESENTS:

THAT McKEE AND HUGHES INCORPORATED
as principal, and _____
_____ as sureties, are held and firmly bound unto _____
(Miss) Ellen B. Scripps and Regents Univ. of California or either
of them, and unto any and all persons performing labor upon, or fur-
nishing material to be used in the work described in the building
contract hereinafter mentioned, or in any modification thereof, in
the sum of One thousand and seven#####
-----Dollars, (\$ 1007.00), for which payment,
well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firm-
ly by these presents.

Signed with our names and sealed with our seals, and dated
this eighth day of February 1916.

The condition of the above obligation is such that,

Whereas, as certain building contract dated February
eighth, 1916, was made and executed by and between (Miss) Ellen
B. Scripps and the principal above named, as Contractor, which con-
tract is hereunto annexed, is hereby referred to and made a part
hereof.

Now, therefore, if the principal above named shall well and
truly perform the said contract, and keep and perform all the cove-
nants and agreements therein contained, on its part to be kept and
performed, whether the said contract is determined to be void, void-
able, or otherwise, and shall pay, or cause to be paid, all claims for
labor performed, or materials used or furnished to be used, or either
or both, in the work described in said contract or the plans and
specifications therein mentioned, then this obligation to be void;
otherwise to remain in full force and effect.

If the said principal fails to pay for any materials or sup-
plies furnished for the performance of the work contracted to be done
in said building contract, or for any work or labor done thereon of

any kind, then the sureties above named will pay the same, to an amount, however, not exceeding in the aggregate said sum of One thousand seven and No/100 -----

This bond shall insure to the benefit of any and all persons who perform labor upon or furnish materials used or be used in the work described in said contract so as to give such persons a right to recover upon this bond in any suit brought to foreclose any liens provided for under the laws of the State of California, or in any separate suit brought on this bond.

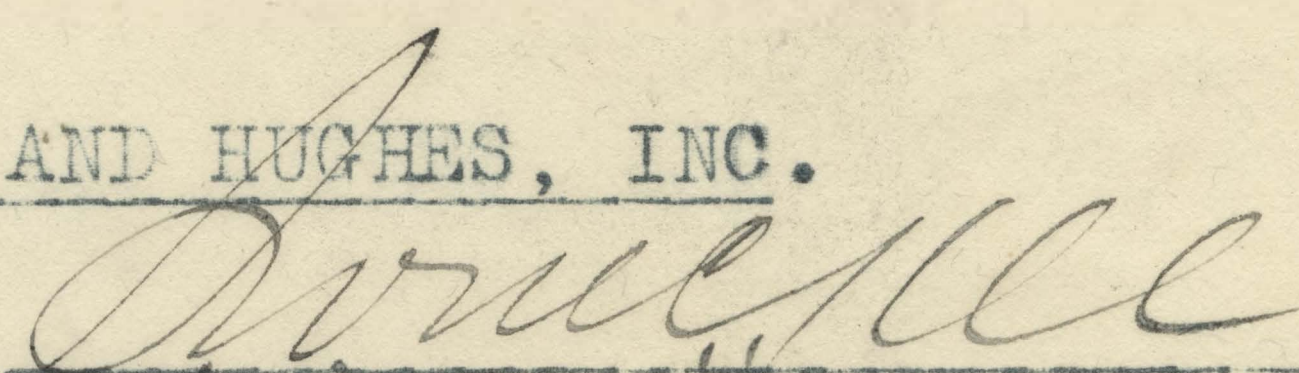
No change or alteration or modification in the said contract, or in the work required thereunder, shall release or exonerate any surety, or sureties on this bond.

This bond shall remain in full force and effect notwithstanding the said building contract or any law or statute of the State of California shall be held to be invalid.

It is understood that The Regents of the University of California own the real property whereon the structure mentioned in said building contract is to be erected.

IN WITNESS WHEREOF, the said principal and the said sureties have hereunto signed their names the day and year first above written.

McKEE AND HUGHES, INC.



President and Treasurer

CONTRACT.

THIS AGREEMENT, entered into this EIGHTH day of
FEBRUARY, 1916, between McKEE AND
HUGHES, Incorporated

of the city of Los Angeles, County of Los
Angeles, State of California Herein called the
Contractor, or party of the second part, and (Miss) Ellen B. Scripps
herein called the Owner, or party of the first part.

W I T N E S S E T H

I. That for and in consideration of the payment of the party of
the first part of the sum Two thousand fourteen and No/100
Dollars (\$2014.00), lawful

money of the United States of America, at the times and in the man-
ner hereinafter set forth, and in further consideration of the agree-
ments of the party of the first part herein contained, the party of
the second part hereby agrees to furnish and pay for all the mater-
ial and labor including scaffolding, utensils, and other apparatus
of every description, and freightage, cartage, and handling of mat-
erials required for the full performance of the work and labor, and
properly to prosecute and fully to complete the Library Stacks and
Mezzanine Floor on the real property situate north of La Jolla,
County of San Diego, State of California, and particularly describ-
ed as follows:

S.W. 1/4 of S. W. 1/4 of Pueblo Lot 1298.

Township 15 South Range 4 West.

all in accordance with the plans and specifications therefor made by W. C. Crandall, Business Manager of the Scripps Institution, La Jolla, County of San Diego, State of California, a copy of which is hereunto attached and made a part hereof, within _____ days from the date hereof.

2. Said sum of Two thousand fourteen and No/100 (\$2014.00) shall be paid by the party of the first part to the party of the second part in two payments as follows: One sum equal to seventy five (75) per cent of the contract price at the time of installation, and the second, equal to twenty-five (25) per cent of the contract price, shall be paid thirty-five (35) days after the completion of the work and its acceptance by the party of the first part.

3. Should any alterations in, additions to, or omissions from this contract or the said plans and specifications be required by the party of the first part, the same shall in no way affect or make void this contract; but a proper amount for such changes shall be added to or deducted from the amount otherwise payable as aforesaid, as the case may be. The party of the second part shall not recover for any extra work, or materials, however, unless the orders therefor are given in writing and signed by the said Business Manager before work on said extra is commenced. This contract shall be held to be completed when the work and materials and all other matters and things so required are finished and furnished in accordance with the original plans and specifications, as amended by such changes, whatever may be the nature or extent thereof, provided, however, that should any such changes be made, then the party of the second part shall be entitled to such an extension of time for the completion of this contract as may be specified in the written order given for such changes or extra work.

4. The time during which the party of the second part is delayed in said work by the acts and neglect of the party of the first part, or its employees, or those under it by contract, or otherwise, or by the Acts of God, or by strikes, necessarily delaying the work or furnishing the materials hereunder, which the party of the second part could not have reasonable foreseen and provided for, shall be added to the time for the completion of said work as aforesaid.

5. If the party of the second part shall fail to do complete this contract within the time fixed for such completion, and due allowance being made for the contingencies provided for herein, the party of the second part shall be charged by the party of the first part, as liquidated and ascertained damages, the sum of _____ Dollars (\$ _____), for each day this contract shall remain uncompleted beyond the time fixed for the completion thereof, such charge having been mutually agreed upon as reasonable and proper in the premises; and the amount so charged, if any, shall be deducted by the party of the first part from any moneys which might otherwise be or become payable to the party of the second part.

6. The party of the first part shall not be liable or responsible for any accident, loss, injury, or damages, happening or accruing during the term of the performance of the work herein referred to and in connection therewith, to persons or property, and the party of the second part shall fully indemnify and protect the party of the first part from and against the same.

That party of the second part further agrees that, immediately after the execution of this contract and before the commencement of the work herein specified, he will take out and, during the life of this contract will maintain in full force and effect, compensation insurance with an insurance carrier, or carriers, and under an insurance policy, or policies, satisfactory to the party of the second part in form and amount, covering his full liability under the "Workmen's Compensation Insurance and Safety Act," set forth in Statutes

and Amendments to the Codes of California, 1913, Chapter 176, at page 279 et seq., for compensation to any employee who may be injured during the course of the said work, and to dependents of any employee who may be killed during the course of the said work. It is the intent of the parties hereto that said insurance policy, or policies, shall be in such form and amount, and with such insurance carrier, or carriers, as to relieve the party of the first part from any liability under said Act on account of injuries received by any employee of the party of the second part during the progress of the work.

7. Should the party of the second part, at any time during the progress of the aforesaid work, refuse or neglect, without fault of the party of the first part, its agents or employees, to supply a sufficiency of materials or workmen to complete this contract within the time limited herein (or any lawful extension hereof) for a period of more than three days after having been notified by the party of the first part in writing to supply the same, the party of the first part shall have the option to furnish and provide said materials or workmen required to finish said work, and the reasonable expense thereof shall be charged against the party of the second part by the party of the first part and deducted from any moneys which might otherwise be or become payable to the party of the second part.

8. This contract is made under and subject to all the provisions of the Constitution and Statutes of the State of California concerning the party of the first part and the University of California and its property and funds, and especially the provisions of an Act of the Legislature entitled: "An Act to create and organize the University of California", approved March 23, 1868, and amendments thereto, and Section 8, Article IX, Constitution of the State of California, and all such constitutional and statutory provisions are hereby referred to and made a part of this contract.

9. Eight hours' labor shall constitute a legal day's work under this contract. No more than eight hours' labor shall be required of or permitted by any person employed on the work herein pro-

vided for in any one day. No Chinese or Mongolian laborer shall be employed on the work hereunder.

10. Any sub-contractor, material-man, or workman, or anyone else having any claim against the party of the second part for or on account of work done or material furnished for the performance of the work provided for hereunder, may give notice of said claim and the amount thereof to the party of the first part, who may, but shall not be obliged to, thereupon withhold any and all payments due or to become due thereafter to the party of the second part until said claims are adjusted and paid.

11. Any notice or order in regard to this contract or the work provided for hereunder may be served upon the party of the second part by the party of the first part, or the said Business Manager, by mailing the same to the Contractor, or party of the second part, at his office, 440 PACIFIC ELECTRIC BLDG., LOS ANGELES, CALIFORNIA

or by causing said notice to be delivered at said office addressed to the said party of the second part.

IN WITNESS WHEREOF, the parties to this agreement, have caused this contract to be duly executed in quadruplicate the day and year first above named.



McKEE AND HUGHES (Incorporated)

per W. W. McKeel
W. W. McKeel Treasurer

S P E C I F I C A T I O N S

OF THE LABOR AND MATERIALS NECESSARY IN THE ERECTION AND COMPLETION OF LIBRARY STACKS AND MEZZANINE FLOOR IN A LIBRARY BUILDING TO BE ERECTED ON THE SCRIPPS INSTITUTION FOR BIOLOGICAL RESEARCH, LA JOLLA, CALIFORNIA.

ALL WORK TO BE PERFORMED AND MATERIALS FURNISHED IN STRICT ACCORDANCE WITH THESE SPECIFICATIONS AND ACCOMPANYING PLANS.

GENERAL CONDITIONS

Wherever the word "Owner" occurs in these specifications it shall be taken to include the Owner, or her duly authorized representative, unless otherwise definitely mentioned.

BIDS: The Owner reserves the right to accept or reject any or all bids.

DRAWINGS: The plans referred to in these specifications are made on a scale of 1/4" to 1 ft.

All plans are intended to cooperate with these specifications, and form part thereof and also form part of the Contract. Anything shown in the plans and not mentioned in the specifications or vice versa, or anything not shown in either but which is necessary to complete all the specifications, must be furnished and performed the same as though especially shown and mentioned in both.

Where figures and memoranda are given they must be followed in preference to measurements by scale. Should there be anything omitted from the specifications or plans which is necessary to a clear understanding of the work, or should there be any error in either of the instruments furnished it shall be the duty of the Contractor to notify the Owner. In the failure of the Contractor failing to give such notice he shall make good any damage or defect in his work or any complications thereby.

SUPERVISION: This work shall be under the supervision of the Owner of her representative, who shall have at all times access to and power

of inspection over, the work; to accept materials or workmanship in their judgment satisfactory, or to reject work and materials not in accordance with these drawings and specifications.

PAYMENTS: Any payment made during the progress of the work, or account of Contract or Extra Work, shall in no case be construed as an acceptance of the work executed, but the Contractor shall be liable to all conditions of the Contract until the work is completed.

CARE OF BUILDING: The Contractor shall, while the work progresses, keep the premises in a cleanly condition, free from all rubbish and accumulation of surplus materials. He shall upon completion of the work, remove all debris and rubbish, repair any damage done to the building.

STORED MATERIALS: All material delivered on the premises which are to form part of the building are to be considered the property of the Owner and not to be removed without her consent, but the Contractor shall remove all surplus material after completion, including the scraps and waste.

DUTIES OF CONTRACTOR: The Contractor must give his personal superintendence to the work and furnish all materials, transportation, labor, scaffolding, and appliances required for the full performance of the work herein specified, except as may otherwise be definitely mentioned.

He shall lay out his work and be responsible for its correctness and shall not sub-let any part of this work without the written consent of the Owner.

He shall keep, during working hours, a competent foreman on the job to receive instructions during his absence.

LIABILITY: He shall be liable for all accidents to persons, or damage to property traceable to the negligence of himself or his subordinates and shall be responsible for any violation of either City, County or State Laws. He shall show to the satisfaction of the Owner that he carries proper liability insurance on the work that will relieve the Owner of any responsibility for accidents, etc. and which will comply with all the requirements of the California Workman's Compensation Insurance and Safety Act.

55 0 2

BOND: The bond herein attached shall be executed by Contractor and his Surety to the amount of fifty per cent of the amount of this contract.

SAMPLES: Samples shall be submitted that will show character and finish of work to be presented.

TIME: Time is of the essence of this contract.

May 1st, 1916 shall be the date for delivery of materials upon the work.

May 15th, 1916, shall be the date for completion or installation of the work.

I

STEEL LIBRARY STACKS.

The general character of Steel Library Stacks shall be eleven double stacks 15' 3" over all with 2' 6" sections and height of case 90". These stacks to be spaced as per plan, 52" centers with 48" space to west wall of stack and 33½" space to east wall.

The stacks are to be first story stacks of two story stack construction.

SHELVES: There shall be seven hook-in, 9" shelves for each section. All connections for second story of stacks shall be placed. All work to be enamelled with "Olive F" enamel. All field bolts shall receive at least two coats of "Olive F". Enamel.

Sample of post and section of shelf showing hook-in device shall be submitted with bid showing character and finish of each.

II.

MEZZANINE FLOOR.

A mezzanine metal floor shall be placed over west portion of stacks, from west wall to a point 13' 6" ± feet east. This floor shall cover the entire width of room and shall be supported upon the stacks located beneath.

Beams are so placed in the building that proper attachments may be made on the outer edges.

Floor panels shall be placed either of glass or sheet metal.

If panels of sheet metal are used, these shall be built up to fit level with glass level.

A metal guard rail properly braced as shown on plans shall be placed along east end of this floor.

Outlets and standard black enamel conduits shall be placed under and fastened to the mezzanine floor so that the nine outlets and three switches may be wired in one circuit having the switch outlet controlling all lights in one section placed as shown in panels. Main

feed wire will come from column at southeast corner of mezzanine floor.

III.

PLACING PRESENT STACKS.

Two sets of stacks consisting of five sections each of 2' 7" sections shall be placed over 1st and 2nd stacks from west wall of building on the mezzanine floor. These stacks are of Art Metal construction, open end hook-in type of shelf.

IV.

STAIRS.

One metal stairway and landing platform with proper guard rail shall be built as shown in plan.

Width of stair not to exceed 2' 6".

Steps shall have 8' rise.

V.

Bids shall be made in alternative stating: 1st glass in floor in mezzanine; 2nd, sheet metal in floor in mezzanine.

Attention Mr. Harper.

Minutes of the Annual Meeting of the Local Board of Directors
of the Scripps Institution for Biological Research,
held on Thursday, July 13th, 1916, at
three P. M.

At the regular annual meeting of the Local Board of Directors of the Scripps Institution for Biological Research of the University of California held on Thursday, July 13th, 1916, in the board room of the Institution, the following members were present: Dr. W. E. Ritter, Dr. Fred Baker, Mr. E. W. Scripps, Miss Ellen B. Scripps, Mr. E. L. Michael, Dr. F. B. Sumner, Mr. P. S. Barnhart and Mr. W. C. Grandall.

Dr. Ritter was in the chair.

The minutes of the meeting of May 3rd, 1916 were read and after correction of the last article in said minutes, in which the following clause was inserted - "after consultation and with consent of the director" - the minutes were approved as read.

Dr. Ritter, on behalf of the executive committee, reported that at the dedication to be held on August 9th, 1916, President Benjamin Ide Wheeler of the University of California would preside; that Bishop Johnson would give the invocation and that addresses would be given by ex-Chancellor David Starr Jordan of Stanford University, Dr. MacDougal, Director of the Carnegie Institute of Tucson, Arizona, Prof. G. H. Parker of Harvard University and Dr. W. E. Ritter of the Scripps Institution for Biological Research.

Dr. Ritter reported for the executive committee that the library acoustics were very poor and asked that the committee be authorized to attempt to overcome these deficiencies in the acoustics before the dedicatory exercises to be held in August. Report accepted and action concurred in.

Dr. Ritter reported for the committee on revision of the constitution and by-laws of the Scripps Institution that several meetings had been held and progress made in said revision but that Mr. Harper, the third member of the committee was unable to be present and had requested that the matter be laid over until such a time as he would be able to be present. Moved by Mr. E. W. Scripps, seconded by Mr. Michael, that the partial report be accepted and the time extended. Motion carried.

Dr. Ritter reported that the Board of Regents of the University of California had accepted the suggested changes concerning the status of Dr. C. O. Esterley and that Dr. Esterley would receive during the year 1916-17 a salary of \$1950.00 as research zoologist; also, that Dr. Swezy had been appointed as research assistant at a salary of \$1200.00 for the year 1916-17.

Dr. Ritter reported that he desired that S. S. Berry be relieved from further duty as librarian but that he be appointed as research zoologist at a salary of \$300. per year. By common consent this matter was allowed to lay over for final action at a later time in the meeting.

Moved by Mr. Scripps, seconded by Dr. Baker that in any case of a resolution adopting the use of funds that the action be declared null and void unless the business manager certifies that the funds are available. Carried.

Moved by Mr. Michael, seconded by Dr. Baker that Dr. Berry be appointed as research zoologist for the year 1916-17 at a salary of \$300. Carried.

Dr. Ritter reported that Mr. Dean had been secured from the library of the University of California for a period of six weeks to assist

in readjusting the work in the new quarters.

Dr. Ritter reported the list of visitors for the year 1915-16 as follows: DR. T. D. A. Cockerill, Dr. T. H. Mortensen, Dr. E. B. Wilson, Dr. H. T. Meads, Prof. B. M. Allen, Dr. Alice Robertson, Dr. J. Erlanger, Dr. R. T. Young, Miss Ruth Forsythe, Dr. H. A. Pilsbry, Dr. A. H. Tuttle, Dr. Harvey, Mr. A. W. Furstenau, Dr. Morris M. Caullery, Dr. H. M. Evans, Mr. H. J. Snook, Mr. Wells, The High School Teachers and the Fisheries Banquet and visit, Geo. T. Engelhardt.

Moved by Dr. Ritter, seconded by Mr. Michael that the following appointments for the \$100,000. fund be sanctioned:

Mr. Collins, Research Assistant, \$900.
 Stuart Taber, Publishing account, at rate of \$75. per month.
 Mr. Clough, from the E. W. Scripps acct. at rate of \$75. per month, for the months of July and August.

Motion carried.

Moved by Dr. Sumner, seconded by Mr. Michael, that the claim of Mr. H. O. Falk for \$36.11 be allowed. Poll vote as follows: eyes - Barnhart, Sumner, Ritter. Noes - Michael, Baker, Mr. Scripps, Crandall. Miss Scripps not voting. Motion lost.

Moved by Mr. Scripps, seconded by Dr. Baker, that in interpreting the resolution in regard to vacations as stated in the minutes of the meeting of May 3rd, 1916, that they be interpreted to read that all employees who are not on the research staff are to be considered as on a par with members of the business office. Motion carried.

The report of the Business Manager for the year July 1st, 1915 - July 1st, 1916 was then read, ----

July 13, 1916.

To the Local Board of Directors of the Scripps
 Institution for Biological Research
 of the
 University of California,

I hereby submit my annual report for the year July 1, 1915-July 1, '16.

Maintenance.

Receipts.		Disbursements.	
Univ. State Appropriation,	12,500.00	Salaries, State,	12,500.00
Balance on hand,	9,014.13	Univ. Scripps,	1,349.88
Scripps Donation,	10,500.00	Maint. Univ.	222.84
Sundry,	3,066.23	Maint. Sumner,	205.10
		Maint. Local,	110,930.42
Total -	35,080.36		25,208.24
Balance on hand, July 10, 1916.			9,872.12
			<u>35,080.36</u>

Library

Original \$60,000 gift	4000.00	Overdraft.	1815.91
Interest	1122.01	Univ.	426.36
Refund	1.58	Local	1973.55
Sherman French Co.	73.89		
	<u>5197.48</u>		<u>4215.82</u>
Balance on hand, 7/10/16			981.66
			<u>5197.48</u>

Building and Grounds.

Balance,	463.00	Univ.	2.78
Mercereau Bridge Co.	110.00	Local	2859.38
E. B. Scripps Sal Act	2700.00		
	<u>3273.00</u>		<u>2863.16</u>
Balance on hand July 1916, ----			<u>410.84</u>
			<u>3273.00</u>

Local Maintenance.

10930.42	App.	15.00
	Boat. Sal.	900.00
	Expense,	1264.26
	Lab.	760.19
	Sumner Lab.	814.01
	Maint. Sal.	1805.00
	Expense	3551.15
	Prof.	1820.81
<u>10930.42</u>		<u>10930.42</u>

Boat Account.

Salary	900.		900.00
Budget,	2000.00	1914-15 Balance	1402.87
Balance,		July 10, 16. "	735.74
	<u>2900.00</u>		<u>2138.61</u>
			<u>2900.00</u>

Summer Laboratory

Budget,	1200.00	1914-15	137.06
		Univ.	205.10
		Local	814.01
	<u>1200.00</u>		<u>1156.17</u>
Balance, July, 1916.			43.83
			<u>1200.00</u>

Moved by Mr. E. L. Michael, seconded by Mr. Scripps that the report of the Business Manager be accepted. Motion carried.

Moved by Mr. Crandall, seconded by Dr. Sumner that the following list of appointees be made for the year 1916-17 -

		Scripps Inst.	Univ. Funds.	Dept. Zoology
Dr. W. E. Ritter,	\$4000.00	3000.00	(remainder from \$100,100.	
W. C. Crandall,	3000.00	2700.00	"	"\$10,000 fund)
E. L. Michael,		1800.00		
G. F. McEwen,		1800.00		
F. B. Sumner,		2400.00		
C. O. Esterley,		1950.00		
P. S. Barnhart,		1500.00		
Olive Swezy,		1200.00		
		<u>\$16350.00</u>		

Motion carried.

Moved by Mr. Crandall, seconded by Mr. Michael that the following Local Board appointments be made for the year 1916-17 -

James Ross, Care taker of the Agassiz,	\$900.00
R. S. Fuller, Custodian,	900.00
C. S. Copeland, Chauffeur and machinist,	900.00
C. V. Seitz, Assistant at the Murarium	540.00
P. M. Hannay, Gardiner,	720.00
M. R. Magness, Night Watchman & Asst. Custodian,	840.00
S. S. Berry, Research Zoologist,	300.00
E. E. Kunkel, Stenographer,	780.00
	<u>22830.00</u>

Minutes of meeting of July 13, 1916 -- #4.

Moved by Mr. Crandall, seconded by Mr. Michael that the following budget as submitted by the Business Mgr. be accepted:

Salaries,	22,230.00
Boat Balance,	2,138.61
Boat,	2,000.00
Grounds,	600.00
Library,	2,000.00
Office,	3,600.00
Summer Expense,	1,250.00
Apparatus,	1,000.00
Laboratory,	1,500.00
Esterly Expense,	<u>1,000.00</u>

\$ 37,318.61

Motion carried.

It was reported by Mr. Crandall that the income for the year 1916-17 would be as follows:

Balance on hand, as per report July 1, 1916,	9,872.12
University,	12,500.00
Scripps Donation,	10,500.00
Cottages,	3,600.00
Crandall Salary,	<u>2,700.00</u>
	39,172.12
Amount budgeted, (as above)	<u>37,318.61</u>

Balance - 1,853.51

Moved by Mr. E. W. Scripps, seconded by Dr. Baker that the contract entered into, by the business manager, Mr. Crandall with the San Diego Consolidated Gas and Electric Co. for a half interest in all poles and for material and labor for installation of electric service upon the property of the Scripps Institution for the contract price of approximately \$850.00, be ratified. Motion carried.

Mr. Crandall reported the following E. W. Scripps Biological Account;

Expenditures.

Paths,	95.98	
Road	2,285.87	
Summer	506.43	
Paths E. W. S.	72.00	
Road E. W. S.	935.70	
Library	103.89	
Stanson,	983.86	
Bridge	264.30	
Roof	50.	
Boat	800.	Total expenditures - \$6,198.03

Of this amount, Mr. E. W. Scripps has spent directly upon the station \$5,006.47; for improvements to the forty acres north of the station but not chargeable to it, \$1,191.56. Also, he has done grading behind the sea wall to the amount of \$375.00. Total incidental gifts during the year, \$5,381.47

Receipts.

Balance, 1914-15	.23	
Aug. 14, Scripps donation,	500.00	
Sept. 20, " "	500.00	
Oct. 2, " "	500.00	
Oct. 14, " "	500.00	
Nov. 2, " "	500.00	
" 9, " "	100.00	
" 12, " "	500.00	
Dec. 22, " "	500.00	
" 24, " "	770.00	
Jan. 28, " "	1,500.00	
May 4, " "	1,000.00	Total receipts \$6,870.23

Minutes of Meeting, July 13, 1916. -- #5.

Receipts, July 13, 1916.	6,870.23
Expenditures " "	6,198.03
	<hr/>
Balance,	\$,672.20

Outstanding promises by Mr. Scripps for the Institution as follows:

Outstanding bills,	255.98	
Eier,	770.00	
Cottages,	4,500.00	
Boat.	1,800.00	
Fence,	250.	
Sumner	50.	
Walks,	200.	
Road,	200.	
Books	100.	
Approach,	150.	
		Total, \$8,275.98
		7/13/16 Bal. .672.20
		Balance due ---- \$7,603.78

Mr. Crandall reported the following E. B. Scripps Accounts.

(see separate sheet)

Moved by Mr. Scripps, seconded by Mr. Michael that the reports of the business manager on the E. W. Scripps and the E. B. Scripps accounts be accepted and filed. Motion carried.

Moved by Mr. Crandall, seconded by Dr. Baker that an additional bath room be built at the Director's house. Motion carried.

Moved by Mr. Crandall, seconded by Dr. Sumner that the plans of the house as shown by Mr. Barnhart be adopted. Carried.

Moved by Mr. Michael, seconded by Dr. Sumner that the matter of sick leave be referred to the executive committee. Motion carried.

Moved by Mr. Crandall, seconded by Dr. Baker that a special committee, consisting of Dr. Sumner, Mr. Barnhart and Dr. Ritter be formed to draw up rules regulating the Scripps forty acres north of the station.

Moved and seconded that the meeting adjourn. Carried.

Attest,

W. Crandall

Sec'y.

Approved.