

243 3990

IPCHEA ARCHIVES
COLLEGE FILES
RG 11

Shantung / Chefoo
Administrative
Property leases 1933-1935, nd

T H I S I N D E N T U R E made the
day of 192 B E T W E E N THE AMERICAN
PRESBYTERIAN MISSION NORTH (hereinafter called "the
Trustees") of the first part

(hereinafter called "the Missionary Societies") of the
second part and the SHANTUNG CHRISTIAN UNIVERSITY (herein-
after called "the University") of the third part WHEREAS
the University known as Shantung Christian University has
for years been operated by and under the control
of a joint board representing certain Christian Missionary
Bodies including the Trustees and the Missionary Societies
A N D WHEREAS by an Act of the Dominion Parliament of
Canada assented to by His Majesty King George V on the 19th
July 1924 the persons therein named were incorporated
under the name of the Shantung Christian University for the
purposes therein more particularly specified A N D WHEREAS
it was provided that the persons therein named or a majority
of them should be the provisional Board of Governors of the
University and should hold office as such until replaced by
a permanent Board of Governors duly appointed in their
stead A N D WHEREAS it was further provided that the
provisional board of governors should within one year of the
passing of the Act call a meeting at such time and place as
they might deem proper of the representatives of the bodies
referred to in the preamble of the Act and such other bodies
or organisations as they might deem advisable for the
purpose of the election and organisation of the Board of
Governors A N D WHEREAS at a meeting of the said
provisional board of governors duly convened and held on

the 7th April 1925 certain byelaws were duly passed providing for the constitution and election of the Board of Governors AND WHEREAS by the said Act it was further provided that the Board of governors should have power to purchase receive accept appropriate acquire and hold all lands and other property given to or acquired for the University A N D WHEREAS the Trustees have acquired certain land described in the first Schedule hereto which land has been and is now used for the purposes of the University A N D WHEREAS there have been erected on the said land certain buildings and premises more particularly described in the second column of the second Schedule hereto A N D WHEREAS the said buildings and premises have been paid for out of monies respectively provided by the Missionary Societies whose names appear in the first column of the Second Schedule hereto A N D WHEREAS the Trustees (in the belief that the objects for which the said land was acquired and the said buildings erected can best be attained by the said land and buildings being placed under the control of the Board of Governors of the University) desire to transfer the said land together with the buildings and premises thereon to the University to be used by the University for the furtherance of its objects as defined in the said Act of the Dominion Parliament of Canada and the Missionary Societies have approved of the said transfer N O W THESE PRESENTS WITNESS AND DECLARE as follows:-

1. THE Trustees with (the approval of the Missionary Societies (testified by their becoming parties to these presents) shall transfer and the University shall accept the land described in the first Schedule hereto together with the buildings and premises described in the Second

THE SECOND SCHEDULE above referred to

Name of Missionary
Society

Description of Property

DATED

192

THE AMERICAN PRESBYTERIAN MISSION
NORTH

----- and -----

----- and -----

SHANTUNG CHRISTIAN UNIVERSITY

Draft

A G R E E M E N T

for the lease of property and certain
land.

Sydney Morse
Alder House
Aldersgate Street W.C.1

3 typed
G.B.
23.12.25.

SEALANT

T H I S I N D E N T U R E made the _____ day of _____ 1928 BETWEEN THE BAPTIST MISSIONARY SOCIETY (hereinafter called "the Trustees") of the first part

(hereinafter called "the Missionary Societies") of the second part and the SHANTUNG CHRISTIAN UNIVERSITY (hereinafter called "the University") of the third part WHEREAS the University known as Shantung Christian University has for _____ years been operated by and under the control of a joint board representing certain Christian Missionary Bodies including the Trustees and the Missionary Societies A N D WHEREAS by an Act of the Dominion Parliament of Canada assented to by H.M. King George V on the 19th July 1924 the persons therein named were incorporated under the name of the Shantung Christian University for the purposes therein more particularly specified A N D WHEREAS it was provided that the persons therein named or a majority of them should be the provisional board of governors of the University and should hold office as such until replaced by a permanent Board of Governors duly appointed in their stead A N D WHEREAS it was further provided that the provisional board of governors should within one year of the passing of the Act call a meeting at such time and place as they might deem proper of the representatives of the bodies referred to in the preamble of the Act and such other bodies or organisations as they might deem advisable for the purpose of the election and organisation of the board of governors A N D WHEREAS at a meeting of the said provisional board of governors duly convened

and held on the 7th April 1925 certain byelaws were duly passed providing for the constitution and election of the board of governors A N D WHEREAS by the said Act it was further provided that the board of governors should have power to purchase receive accept appropriate acquire and hold all lands and other property given to or acquired for the University A N D WHEREAS the Trustees have acquired certain land described in the first schedule hereto which land has been and is now used for the purposes of the University A N D WHEREAS there have been erected on the said land certain buildings and premises more particularly described in the second column of the second schedule hereto A N D WHEREAS the said buildings and premises have been paid for out of monies respectively provided by the Missionary Societies whose names appear in the first column of the second schedule hereto A N D WHEREAS the Trustees (in the belief that the objects for which the said land was acquired and the said buildings erected can best be attained by the said land and buildings being placed under the control of the Board of Governors of the University) desire to transfer the said land together with the buildings and premises thereon to the University to be used by the University for the furtherance of its objects as defined in the said Act of the Dominion Parliament of Canada and the Missionary Societies have approved of the said transfer NOW THESE PRESENTS WITNESS AND DECLARE as follows:-

1. THE Trustees with the approval of the Missionary Societies (testified by their becoming parties to these presents) shall transfer and the University shall accept

the land described in the first schedule hereto together with the buildings and premises described in the second column of the second schedule hereto.

2. AS from the date of these presents the University shall indemnify the Trustees and the Missionary Societies and each of them from and against all claims demands liabilities or obligations arising or to arise in respect of the said lands buildings and premises.

3. THE University shall hold the said land buildings and premises upon trust to use the same for the purposes and in accordance with the conditions set out in the said Act of the Dominion Parliament of Canada.

4. THE Trustees and the Missionary Societies do and each of them doth hereby agree with the University that they shall at any time at the request and cost of the University do and execute all such acts instruments or things as shall be necessary or desirable in the opinion of the Board of Governors for the time being of the University for further assuring to the University the said lands buildings and premises in accordance with the laws of any country for the time being applicable thereto

I N W I T N E S S

THE FIRST SCHEDULE above referred to
(Description of Land)

THE SECOND SCHEDULE above referred to

Name of Missionary Society

Description of Property

DATED

192

THE BAPTIST MISSIONARY SOCIETY

--- and ---

THE SHANTUNG CHRISTIAN UNIVER-
SITY

A G R E E M E N T
as to Transfer of Property

SYDNEY MORSE,
Alder House,
Aldersgate Street E.C.1.

4 typed
G.B.
23.12.25.

SHANTUNG

T H I S I N D E N T U R E made the _____ day of
192 _____ B E T W E E N THE BAPTIST
MISSIONARY SOCIETY (hereinafter called "the Trustees")
of the first part

-
-
-

(hereinafter called "the Missionary Societies") of the second part and the SHANTUNG CHRISTIAN UNIVERSITY (hereinafter called "the University") of the third part WHEREAS the University known as Shantung Christian University has for _____ years been operated by and under the control of a joint board representing certain Christian Missionary Bodies including the Trustees and the Missionary Societies AND WHEREAS by an Act of the Dominion Parliament of Canada assented to by His Majesty King George V on the 19th July 1924 the persons therein named were incorporated under the name of the Shantung Christian University for the purposes therein more particularly specified AND WHEREAS it was provided that the persons therein named or a majority of them should be the provisional Board of Governors of the University and should hold office as such until replaced by a permanent Board of Governors duly appointed in their stead AND WHEREAS it was further provided that the provisional Board of Governors should within one year of the passing of the Act call a meeting at such time and place as they might deem proper of the representatives of the bodies referred to in the preamble of the Act and such other bodies or organisations as they might deem advisable for the purpose of the election and organisation of the Board of Governors AND WHEREAS at a meeting of the said Provisional Board of Governors duly convened and held on the 7th April 1925 certain bye-laws were duly

passed providing for the constitution and election of the Board of Governors AND WHEREAS by the said Act it was further provided that the Board of Governors should have power to purchase receive accept appropriate acquire and hold all lands and other property given to or acquired for the University AND WHEREAS the Trustees have acquired certain land described in the First Schedule hereto which land has been and is now used for the purposes of the University AND WHEREAS there have been erected on the said land certain buildings and premises more particularly described in the second column of the second Schedule hereto AND WHEREAS the said buildings and premises have been paid for out of monies respectively provided by the Missionary Societies whose names appear in the first column of the second Schedule hereto AND WHEREAS the Trustees desire to permit the University to enter upon occupy and use the said premises for the furtherance of its objects as defined in the said Act of the Dominion Parliament of Canada subject to the terms and conditions herein contained and the Missionary Societies have approved of the said Action NOW THESE PRESENTS W I T N E S S and DECLARE as follows:-

1. AS from the date of these presents the University shall be entitled to enter upon take and use the land described in the First Schedule hereto together with the buildings and premises described in the second column of the second Schedule hereto for the purposes and in accordance with the conditions set out in the said Act of the Dominion Parliament of Canada.
2. AS from the date of these presents and during the continuance of this agreement the University shall indemnify the trustees and the Missionary Societies and each of them from and against all claims demands liabilities

or obligations arising or to arise in respect of the said lands buildings and premises.

3. During the continuance of this agreement the University shall keep and maintain the said buildings in good and substantial repair and condition and shall not without the consent of the Trustees make any structural alterations therein and at the expiration or sooner determination of this agreement shall yield the same up to the Trustees in such good and substantial repair and condition (fair wear and tear always excepted).

4. During the continuance of this agreement the University shall at all times keep the said buildings insured against loss or damage by

and in the event of damage or destruction of the same or any part thereof shall forthwith apply all moneys received under any such policy of assurance in the repair or reconstruction thereof.

5. The University shall be entitled to use the said buildings lands and premises for the purposes only of the University defined as aforesaid and shall not without the consent of the Trustees use them for any other purpose.

6. This agreement shall continue in force for years from the date hereof provided that the Trustees may at any time determine the same upon giving 12

calendar months notice in writing to the University and that any of the Missionary Societies may in like manner determine this agreement so far as it relates to any premises erected out of moneys provided by such Society.

I N W I T N E S S

THE FIRST SCHEDULE above referred to

(Description of land)

THE SECOND SCHEDULE above referred to

Name of Missionary Society

Description of Property

DATED

192

THE BAPTIST MISSIONARY SOCIETY

--- and ---

--- and ---

SHANTUNG CHRISTIAN UNIVERSITY

Draft.

A G R E E M E N T

for the lease of property and certain
land

SYDNEY MORSE,
Alder House,
Aldersgate Street,
E.C.1.

3 typed
G.B.
23.12.25.

T H I S I N D E N T U R E made the

_____ day of 192

B E T W E E N THE LONDON MISSIONARY SOCIETY (hereinafter called "the L.M.S.") of the one part and the SHANTUNG CHRISTIAN UNIVERSITY (hereinafter called "the University") of the other part W H E R E A S the University known as Shantung Christian University has for _____ years been operated by and under the control of a joint board representing certain Christian Missionary Bodies including the L.M.S. A N D W H E R E A S by an Act of the Dominion Parliament of Canada assented to by H.M. King George V on the 19th July 1924 the persons therein named were incorporated under the name of the Shantung Christian University for the purposes therein more particularly specified A N D W H E R E A S it was provided that the persons named or a majority of them should be the provisional Board of Governors of the University and should hold office as such until replaced by a permanent Board of Governors duly appointed in their stead A N D W H E R E A S it was further provided that the provisional Board of Governors should within one year of the passing of the Act call a meeting at such time and place as they might deem proper of the representatives of the bodies referred to in the preamble of the Act and such other bodies or organisations as they might deem advisable for the purposes of the election and organisation of the Board of Governors A N D W H E R E A S at a meeting of the said Provisional Board of Governors duly convened and held on the 7th April 1925 certain byelaws were duly passed providing for the constitution and election of the Board of Governors A N D W H E R E A S by the said Act it was

farther provided that the Board of Governors should have power to purchase receive accept appropriate acquire and hold all lands and other property given to or acquired for the University A N D WHEREAS the L.M.S. have acquired certain land described in the schedule hereto and have built thereon a house which land and premises have been and are now used for the purposes of the University A N D WHEREAS the L.M.S. desire to permit the University to enter upon occupy and use the said land and premises for the furtherance of its objects as defined in the said Act of the Dominion Parliament of Canada subject to the terms and conditions herein contained N O W THESE PRESENTS WITNESS AND ENCLARE as follows:-

1. AS from the date of these presents the University shall be entitled to enter upon take and use the said land buildings and premises described in the schedule hereto for the purposes and in accordance with the conditions set out in the said Act of the Dominion Parliament of Canada.
2. AS from the date of these presents and during the continuance of this agreement the University shall indemnify the L.M.S. from and against all claims demands liabilities or obligations arising or to arise in respect of the said lands buildings and premises.
3. DURING the continuance of this agreement the University shall keep and maintain the said buildings in good and substantial repair and condition and shall not without the consent of the L.M.S. make any structural alterations therein and at the expiration or sooner

determination of this agreement shall yield the same up to the L.M.S. in good and substantial repair and condition (fair wear and tear always excepted)

4. DURING the continuance of this agreement the University shall at all times keep the said buildings insured against loss or damage by

and in the event of damage or destruction of the same or any part thereof shall forthwith apply all moneys received under any such policy of assurance in the repair or reconstruction thereof.

5. THE University shall be entitled to use the said lands buildings and premises for the purposes only of the University defined as aforesaid and shall not without the consent of the L.M.S. use them for any other purposes.

6. THIS agreement shall continue in force for years from the date hereof provided that the L.M.S. may at any time determine the same upon giving 12 calendar months notice in writing to the University.

I N W I T N E S S

THE SCHEDULE
(Description of lands and buildings)

DATED

193

LONDON MISSIONARY SOCIETY

— and —

SHANTUNG CHRISTIAN UNIVERSITY

Draft

A G R E E M E N T

for lease of land and property

owned by the L.M.S.

SYDNEY MORSE,
Alder House,
Aldersgate Street E.C.

3 typed
G.B.
23.12.35!

J. Davis
齊魯大學

CHEELOO UNIVERSITY
TSINAN, SHANTUNG
CHINA

山東濟南

OFFICE OF THE PRESIDENT

6th July, 1932

SHANTUNG

Dr. H. H. Weir,
2, Eaton Gate,
London, S.W.1.

Mr. B. A. Garside
150, Fifth Avenue,
New York.

INDEXED

Dear Dr. Weir and Mr. Garside,

The delay in forwarding the minutes and reports is due largely to the press of work connected with Commencement, which immediately followed the meeting of the Directors.

1003. Regulations for Treasurer's Office

Detailed regulations for the conduct of the Treasurer's office have seemed to be desirable from several points of view. We trust that those drawn up may meet the approval of the Board of Governors.

1006. New Hospital Building

You will note that the questions asked by the North American Section regarding the new hospital building are to be answered, and the work of preparation has already been undertaken; also that the Board of Directors has directed the Administration to proceed along the lines approved in N.A.S. 284 without waiting for further action.

1007. Hospital Administration

Questions regarding hospital administration are of very old standing and it seems to us that the time has come for taking these questions up and coming to a definite decision on them. These matters will be reported on later.

1008. Council of the Women's Unit

The meeting of the Women's Council which immediately preceded the meeting of the Board of Directors was, I believe, the first to be held since 1928. The changes made in the constitution are all in accordance with suggestions received from the Women's Committee of the North American Section of the Board of Governors.

1010. English Diploma for Medical Graduates

This minute is not perhaps as clearly stated as might be desirable. It is the desire of all the medical graduates to have not only a Chinese diploma, which is their

6th July, 1932

- 2 -

Dr. Weir
Mr. Garside

official and formal diploma, but also one in the English language. It is also their desire, which is supported by the medical faculty, that this English diploma should be made as conferring the degree of Doctor of Medicine. The question has arisen whether this procedure is warranted, since the Chinese government does not recognise the degree of Doctor of Medicine as growing out of the work which is done in our school. The term which is used in the Chinese diploma is equivalent to Bachelor. On the other hand it appears that the P.U.M.C. and St. John's give an English diploma with the degree of Doctor of Medicine. Section 10 of the Charter of Incorporation, page 4, empowers the University to grant "such credentials and degrees as are in accordance with the laws of China." It is this last clause which has given rise to the question whether our authority as conferred by the charter would allow us to give the diploma carrying the M.D. degree in English, and it is this question which must be decided by the Board of Governors in acting upon the request of the Board of Directors regarding this degree. //

1005. Lease of Property

The principal question growing out of the actions of the Board of Directors is that which relates to the placing of the property of the University under direct control of the Board of Directors. When the Inspector came from Nanking last November he made enquiry regarding the property of the University. We were able to convince him that although the title to the property is in the names of the Presbyterian and English Baptist Missions yet the University has in fact full use of it. It was, however, pointed out in the letter which accompanied the notification of registration that the property should be under the control of the Board of Directors. You will find the formal statement in Minute 992 of the Board of Directors under date 4th March 1932. The important points in regard to this matter seem to be somewhat as follows:-

1. The Board of Directors must have direct control of the University property in order to comply with the requirements of the government;
2. In all the circumstances it is agreed that this control should be secured by lease;
3. The land belonging to the University is now held (a) in the name of the Baptist Missionary Society of London, (b) in the name of the Board of Foreign Missions of the Presbyterian Church U.S.A. Under Chinese law buildings are the property of the owner of the land;
4. A list of the deeds of land held in trust for the University by the American Presbyterian Mission is attached to this letter. The list of such deeds to land held in trust

6th July, 1932

- 3 -

Dr. Weir
Mr. Garside

for the University by the Baptist Missionary Society will be forwarded very soon to London;

5. These deeds are all in the form of perpetual leases, since under Chinese law foreigners may not obtain land in fee simple;

6. In considering how the Board of Directors may obtain direct control of the property two plans have been considered, (a) the Board of Directors might lease directly from the missions now holding legal title, under conditions regarded as suitable, (b) the present holders of the property, namely the Presbyterian Mission and the Baptist Mission, might lease to the Board of Governors and the Board of Governors in turn lease to the Board of Directors. It is believed to be a matter of indifference which of the above-mentioned methods is used. The title to the property, however, does not at present lie with the Board of Governors but with the two missions, as stated above. It is suggested that the Board of Governors should lease this property from the two missions chiefly for the following reason, namely, any formal transfer of property would require that the new lease should be recorded in the Chinese land office. This would involve payment of 6 per cent on the amount of the financial payment made in completing the transfer. Payment of 6 per cent on a nominal price would not be of any importance, but it seems very undesirable to change the formal title and holdings on account of the rumours which such a change would be likely to excite here in the city. This is the opinion of everybody whose attention has been drawn to this matter. For this reason the Board of Directors in its action No. 1005 taken June 17th 1932 at its annual meeting empowered the President to lease from the Board of Governors under certain conditions which seemed sufficient to safeguard the property. This is the procedure followed in the case of certain other Christian Universities, among them being Nanking, Shanghai and Hangchow. A similar procedure has been followed in the case of numerous middle schools, so that there seems no question that such a method would meet the requirements of the government. It is desired particularly to call attention to the fact that in making the lease no conditions be inserted which would make it impossible for the University to rent houses in its control to teachers or employees since that is the method now followed in housing members of the faculties and staff;

7. It is desirable that the lease to the Board of Directors be made as expeditiously as possible as the documents showing that the Board of Directors has control of the property should be in our hands not later than the first of December.

It has been impossible for us to secure legal advice here in Tsinan and we can only trust that the facts as given in this letter are sufficient to enable this business to be

6th July, 1932

- 4 -

Dr. Weir
Mr. Garside

attended to in New York and London without delay. The leasing of the land to the Board of Directors will be sufficient, it is believed, to meet the requirements of the Chinese Government. Houses which have been erected on this land without formal agreements between the Mission erecting them and the legal owner may be arranged for by lease later on.

For your information I append Minute of the Executive Council of the Presbyterian Board, quoted in Minute of the British Joint Board of the University March 7th 1924 -

"The Board considered the proposal to exchange with several British Missionary Societies formal agreements on certain parcels of land owned by the Board and buildings erected thereon by the British Societies at Shantung Christian University, ~~Shantung~~ Tsinan, China. The Board expressed its expectation agreeably to these British Societies to transfer to the University its title to the land in question whenever the University is satisfactorily incorporated; inasmuch as the Board understands that steps are being taken to incorporate the University at the earliest practicable date, it anticipates making such transfer in the near future. Until such transfer the Board agrees not to alienate from the present uses or from other mutually agreeable purposes of the University any of the aforesaid parcels of land."

Also Minute of the British Section of the Board of Governors, Jan. 8th 1926 as follows:-

"Letter from London Missionary Society: A letter was read from Mr. Hawkins stating that the L.M.S. were prepared to convey their property at Tsinanfu to the incorporated University provided that other Societies were willing to adopt the same course."

Yours sincerely,

J. Garside

LJD/GMH

Enc. List of deeds.

P.S. Minutes & reports are being sent under separate cover.

LIST OF DEEDS
REGISTERED IN THE AMERICAN CONSULATE
OF LAND

PURCHASED BY THE AMERICAN PRESBYTERIAN
MISSION

<u>Consulate</u>	<u>Date</u>	<u>Cons.</u> <u>No.</u>	<u>Book</u> <u>No.</u>	<u>Amount (mou)</u>
Chefoo	May 31/15	1	24	2.1285
"	do	2	43	2.463
"	do	3	28	4.1
"	June 1/15	4	21	1.2
"	do	5	22	2
"	do	6	17	5.6
"	June 2/15	7	41	11.5
"	do	8	18	2.2
"	do	9	42	4.581
"	June 3/15	10	23	1.4
"	do	11	32	5.32
"	do	12	27	19
"	June 4/15	13	44	1.018
"	do	14	45	8.8075
"	do	15	29	4.1
"	June 5/15	16	15	5.21
"	do	17	33	4.3
"	do	18	34	0.475
"	June 8/15	19	14	4.265
"	do	20	20	3.4
"	do	21	60	1.872
"	June 9/15	22	10	0.92
"	do	23	13	0.485
"	do	24	26	0.8
"	June 12/15	25	5	2.6
"	do	26	9	11.286
"	do	27	8	1.5
"	June 14/15	28	7	1.089
"	June 15/15	29	4	7.6
"	do	30	49	2.92
"	do	31	51	2.826
"	do	32	54	4
"	do	33	16	4.5
"	do	34	46	0.55
"	do	35	48	1.8
"	do	36	53	4.256
"	do	37	52	1.904
"	June 16/15	38	11	11.9
"	do	39	12	5
"	do	40	3	2.156
"	June 16/15	41	1	6.729
"	do	42	50	2.25
"	June 18/15	43	19	0.6
"	do	44	31	18
"	do	45	30	4.4
"	do	46	55	9.4333
"	do	47	2	7.29

<u>Consulate</u>	<u>Date</u>	<u>Cons. No.</u>	<u>Book No.</u>	<u>Amount (mou)</u>
Chefoo	June 19/15	48	48	3.12
"	do	49	38	10.0485
"	do	50	35	10.09
"	do	51	36	1.45
"	do	52	37	1.5
"	do	53	39	1.3
Tsinan	June 11/20	130	6	4.89
"	do	131	56	1
"	do	132	57	2.5
"	do	133	58	6.7724
"	do	134	62	7.725
"	do	135	60	2
"	do	136	61	7.2
"	do	137	59	0.5
"	do	138	63	13.655
"	do	139	67	4.58
"	do	140	64	5.49
"	do	141	65	0.47
"	do	142	66	0.79
"	June 12/20	143	68	8.576
"	do	144	69	20.07
"	do	145	70	0.567
"	do	146	74	1.6533
"	do	147	73	0.8
"	do	148	72	0.9
"	do	149	71	2.478
"	do	150	76	2.518
"	do	151	75	10.03
"	June 12/20	152	77	33.715
"	June 14/20	153	80	2.11
"	do	154	78	2
"	do	155	79	2.02
"	do	156	81/82	20.7
"	do	157	83	4.499
"	do	158	84	5.2
"	do	159	85	2.8
"	do	160	86	3.833
"	do	161	87	1
"	do	162	88	2.22
"	do	163	89	7.75
"	do	164	90	2.1
"	do	165	91	1.029
"	Sept 19/21	205	94	8.8
"	June 16/23	154	95	8.6
"	do	155	96	11.09
"	do	156	98	5.224
"	do	157	97	11.045
"	do	158	96a	2.492
"	do	159	99	7.5728
"	do	160	100	3
"	do	161	101	5.37
"	July 26/26	100	103	9.65
"	do	101	104	

<u>Consulate</u>	<u>Date</u>	<u>Cons. No.</u>	<u>Book No.</u>	<u>Amount</u>
Tsinan	Sept. 28/26	142	105	3.1
"	Mar. 5/28	20	102	2.03

One unregistered deed, date of purchase Feb. 28/
1917, location near west end of Chemistry Building, prob-
ably 40 in book. Size: 3,206 mou.

SHANTUNG CHRISTIAN UNIVERSITY

TSINAN, CHINA.

BOARD OF GOVERNORS :

~~F. H. HAWKINS, LL.B., (L.M.S.)~~ Chairman.

British Section :

~~HAROLD BALME, M.D., F.R.C.S.,~~ Chairman.

HAROLD G. JUDD, C.B.E., C.A., (E.P.M.)
Hon. Treasurer.

HUGH H. WEIR, M.A., M.B. (S.P.G.),
Hon. Secretary.

Mrs. J. C. CARR, Hon. Organising Secretary.

(Incorporated by Act of Parliament Dominion of Canada)

Telephone : ~~HOLBORN 5395~~

Telegrams : ~~ASIATIC, FLEET, LONDON~~

Cablegrams : ~~ASIATIC, LONDON-~~

Codes : MISSIONS or C.I.M.

~~22, FURNIVAL STREET,~~

~~LONDON, E.C.4.~~

SHANTUNG

2, Eaton Gate,
London, S.W. 1.

INDEXED

3rd October, 1932.

B.A. Garside, Esq., A.M.,
North American Section,
Shantung Christian University,
150, Fifth Avenue,
NEW YORK CITY, U.S.A.

Dear Mr. Garside,

I enclose the Minutes of the recent meeting of the British Section of the Board of Governors and a copy of my covering letter to Dr. Armstrong. There is very little more comment that I need make direct to you.

The main point of importance which concerns you more directly is the action which may be, if it has not already been taken by the North American Section on the subject of property. I suspect that you have not yet had a meeting of your Section or its Executive, and if it were possible to have one and agree to the action we have taken, assuming of course that your Section is in agreement with it, it would be well to expedite that. Should the two Sections take different views on the subject, the chance of our getting anything accomplished by the end of the year will pretty certainly disappear. This matter does seem to me as ^{urgent} ~~much~~ as we can manage, and if Minutes from you are already ~~on the way~~ ^{in the way} before this reaches you, or even your meeting ~~being~~ held without the minutes having yet got off, I would suggest that any divergence in action might conceivably be considered promptly by your Executive Committee, unless you are confident that it would not agree with ours.

The only other matter that I should mention, that is not included in the letter to Dr. Armstrong, is in connection with accounts for the year. I am instructed to make enquiry from the University as to the relation between fees paid by students for dormitory accommodation, lighting etc. and the actual costs of the dormitories. So far as we can see this does not stand out clearly in the accounts, and some of our Governors were anxious to have more information about it.

SHANTUNG CHRISTIAN UNIVERSITY

TSINAN, CHINA.

(Incorporated by Act of Parliament Dominion of Canada)

BOARD OF GOVERNORS :

~~F. H. HAWKINS, LL.B., (L.M.S.)~~ Chairman.

British Section :

~~HAROLD BALME, M.D., F.R.C.S.,~~ Chairman.

HAROLD G. JUDD, C.B.E., C.A., (E.P.M.)
Hon. Treasurer.

HUGH H. WEIR, M.A., M.B. (S.P.G.),
Hon. Secretary.

Mrs. J. C. CARR, Hon. Organising Secretary.

Telephone : ~~HOLBORN 5395-~~

Telegrams : ~~ASIATIC, FLEET, LONDON~~

Cablegrams : ~~ASIATIC, LONDON~~

Codes : MISSIONS or C.I.M.

~~22, FURNIVAL STREET,~~

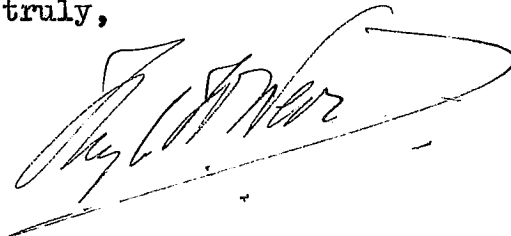
~~LONDON, E.C.4.~~

3rd October, 1932.

- 2 -

I am also instructed to ask the University to let us have a copy of their up-to-date Bulletin of General Information, showing just what the fees are for the various purposes.

Yours truly,



HHW/MR.

SHANTUNG CHRISTIAN UNIVERSITY

TSINAN, CHINA

(Incorporated in the Republic of China)

Telephone : 4000-4000
Telegrams : SHANTUNG UNIVERSITY
Cablegrams : SHANTUNG UNIVERSITY
Office : MISSIONS DEPT.

BOARD OF GOVERNORS :

- Mr. J. C. GARDNER, Hon. Consulting Secretary
- Mr. H. B. HARRISON, Chairman
- Mr. H. B. HARRISON, Chairman
- Mr. H. B. HARRISON, Chairman
- Mr. H. B. HARRISON, Chairman
- Mr. H. B. HARRISON, Chairman
- Mr. H. B. HARRISON, Chairman
- Mr. H. B. HARRISON, Chairman
- Mr. H. B. HARRISON, Chairman
- Mr. H. B. HARRISON, Chairman

33, BURNHAY STREET,
LONDON, W.1.

2nd October, 1932.

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I am also instructed to ask the University to let us have a copy of their up-to-date Bulletin or General Information, showing that we are for the various purposes.

Yours truly,

[Handwritten signature]

W.H.H.

RECEIVED
UNIVERSITIES
OCT 13 1932
JOINT OFFICE

COPY FOR MR. GARSIDE.

2, Eaton Gate,
London, W. 1.

3rd October, 1932.

Rev. A. E. Armstrong, D. D.,
United Church of Canada,
299, Queen Street West,
TORONTO, Ontario, Canada.

Dear Dr. Armstrong,

I enclose the Minutes of the meeting of the British Section of the Board of Governors which has just been held, and will endeavour to make a few comments upon them.

// BS-356. Lease of Property.

The Section went into this matter pretty carefully. We were not quite clear as to the exact desire of the Directors. Mr. Davies quoted two alternative methods which might be employed and his letter looked as if he favoured the one method while the Minute appeared to favour the other. Mr. Hawkins was able to report the arrangement of similar leases between universities and mission boards on the basis of a nominal rent without the least difficulty from the Chinese authorities. We realised that while a direct lease from the mission boards concerned to the president of the university on behalf of the Directors might be quite practicable, that would leave the Governors entirely out of account and that therefore it would probably be wiser to adopt the scheme by which the mission boards would give leases to the Governors and the Governors could then lease the whole property in one lump to the university. We have reason to believe that the B.M.S. is quite prepared to do this with its property, so long as the American Presbyterian Mission will do the same. There is, however, as you know, one complicating element, and that is that a considerable number of buildings has been erected by various mission boards, on property which is registered in the name of, and therefore actually belongs to some other board. When this matter originally came up for consideration it was agreed that no formal legal action should be taken, but that we should make a gentleman's agreement by which it would be understood that any board which has erected such a building should be entitled to suitable and adequate compensation in the event of its withdrawing from cooperation in the University. The list of property held by the Baptist Missionary Society referred to in

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Mr. Davies' letter has not arrived and the R. N. S. have no list comparable to the schedule of American Presbyterian Mission property which accompanied the Directors' Minutes. A definite and exact identification of the various properties will, of course, have to be undertaken in an adequately legal spirit, and we feel very clearly that the mission boards which have erected buildings, subject to the suggested agreement, should be consulted and their approval secured, as if they were in effect the owners, before the leases are actually signed. We do not suggest that any note should be taken in the leases of these other claims to ownership, but that when a lease is formally approved by the Governors, a minute should at the same time be passed recording the previous agreement and endorsing it anew. It is, of course, essential that the leases from the mission boards to the Governors should empower the lessees to sublet, so that the further lease to the University can be effective.

I do not know when the North American Section will be meeting, but I hope that if it has not already taken any action before our Minutes arrive, it will find itself in agreement with the line of action we have suggested. Mr. Davies urges that the whole business be completed by the end of December. Whether this can be done or not is, I know, problematical, but at least we ought to do what we can to secure it.

BS-357 - Diploma for Medical Graduates.

This is a very difficult question, at least one on which we found it extremely difficult to take action. We see quite clearly the position as described in Mr. Davies' letter, but we feel that in the first place we are absolutely bound by the Charter, and if the Government of China only recognise the University as qualifying for an M.B. it would certainly seem that the Charter precludes our granting an M.D. on that basis. There is, further, a difference between Keele and the P.U.M.C. and St. John's as referred to in Mr. Davies' letter, for these two universities have an American Charter under which no medical qualification but an M.D. would, so far as we know, be possible. Now our Charter is Canadian, and it does not fall into that same category. None of us here is sufficiently familiar with the medical situation in Canada to have absolute assurance as to whether or not the Canadian universities normally give the M.D. as well as the M.B. degree. There is a further point which was raised at the meeting, which I believe to be a fact, that the Canadian universities have

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1932

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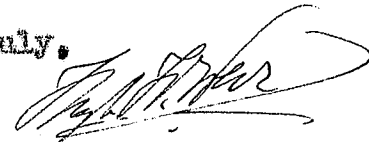
provincial charters and Cheeloo alone has Dominion one. Whether we ought to consult legal authority in Canada as to our powers in the matter I do not know. If the M.B. as well as the M.D. is habitual in Canada, then it would seem to be quite clear, as it certainly would be in this country, that the M.B. qualification given by us is strictly comparable to the M.D. given by the F.U.M.C. or St. John's, and that were we to give the M.D. degree it should be on a higher standard.

The Section did feel also very strongly that a doctorate is of the nature of a post-graduate qualification and should be on a higher standard than the ordinary graduation. That, furthermore, in medical practice it is of the greatest importance to the individual doctor and to the country at large that further advance in knowledge should be encouraged by the possibility of a higher qualification, and while we did not in the least wish to put difficulties in the way either of the University or the medical graduates, we did feel, I think unanimously, that we should be doing both these graduates and China, as well as the University, a definite and unjustifiable injury were we to agree to action which would put the ultimate achievement of a higher qualification out of reach. What requirements the Chinese Government would make with a view to an M.D. degree following on the M.B. I do not know, of course, but it might be well for the University authorities to take up this matter and see what could be done about it.

We note that the Minutes of the School of Theology by their arrival answer some of the problems which we raised at the Annual Meeting on the subject of the status and position of that school, but a considerable number of the points are still awaiting an answer. Our understanding was that when the School of Theology was separated from the University with a view to the registration of the latter, the Boards of Directors of the two institutions would function separately but continue to be the same personnel. The Minutes suggest that this is not entirely the case, but we cannot find here any record as to the personnel of the Directors of the School of Theology beyond the record of the attendance at the meetings, and we are still very much intrigued to know what is the relationship of Mr. King Chu who became president of the University after the separation of the School of Theology.

As usual I am sending copies of this letter for information to Mr. Garside and the University.

Yours truly,



HHW/HR.

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OCT 13 1932
JOINT OFFICE

SHANTUNG

Lease proposed by Mr. Wilson in his letter to Mr. Scott dated October 5, 1932

THIS LEASE is made the _____ day of 1932 BETWEEN THE BAPTIST MISSIONARY SOCIETY CORPORATION an Association incorporated under Section 23 of the English Companies Act 1867 and whose registered office is in England and at present situated at 19 Furnival Street Holborn in the City of London (hereinafter called "the corporation") of the one part and SHANTUNG CHRISTIAN UNIVERSITY incorporated by Act of Parliament (Dominion of Canada) whose registered office is situated at

(hereinafter called "the University") of the other part

WHEREAS the Corporation is the lawful possessor of the portion of land situated within the South suburb wall of the City of Tsinanfu in the Province of Shantung North China which piece of land is for the purposes of identification more particularly delineated on the plan annexed hereto and edged red

AND WHEREAS buildings have been erected thereon for the purposes of a University Hospital, Medical School, Staff residences, Servants quarters, Students Dormitories and other sundry offices connected therewith

AND WHEREAS the various premises are required for purposes connected with the University

NOW THIS DEED WITNESSETH that the Corporation does by these presents demise unto the University ALL the said piece of land and premises hereinbefore more particularly described and for the purposes of identification delineated on the plan hereto annexed and edged red except and reserved unto the Corporation full and free right of way over the land hereby demised to and from any adjoining or neighboring land of the Corporation and all drainage and existing means of drainage.

This can be dated back as

TO HOLD the same unto the University for the term of five years from the day of 1932, renewable by mutual consent for a further term of five years from the expiration of the before mentioned term of five years, paying therefor during the said five year term the yearly rent of \$1. Chinese currency on the day of in every year the first payment to be made on the day of 1933

One year from date of commencement of term as

And the University doth hereby covenant with the Corporation in the manner following that is to say:-

1. To pay the rent hereinbefore reserved at the time and in the manner aforesaid.

2. To pay all rates and taxes and other outgoings payable in respect of the said property.

3. To keep the said property adequately insured in the joint names of the University and the Corporation and to pay all premiums payable in respect of such insurance and on request to produce to the Corporation or its representative the Policy of such insurance and the current receipt for premium

Advise Corporation of Policies and Renewals

in an important way

4. Not to alter the said premises without the consent in writing of the Corporation

5. Not to assign underlet or part with possession of the said premises or any part thereof without the like consent in writing of the Corporation Provided that the premises may be subleased within the conditions of the present Lease to suitable persons to be approved of by the Corporation for such uses as are in harmony with the declared purposes of the University as set forth in the Charter

6. The University shall at all times maintain the premises in as good a state of repair as the same are now in

7. The Corporation shall be at liberty to enter upon the said premises at all reasonable times for the purpose of ascertaining the state of repair of the property or for any other reasonable purpose and the University shall remedy any defects or wants of repair within three months after notice in writing requesting the University so to do

Provided always and it is hereby declared as follows: That if for any reason the University shall cease to function or in the event of the breach by the University of any of the covenants or conditions herein contained this Lease shall automatically become void and the Corporation shall have power to resume full possession and occupation of the premises

IN WITNESS whereof the Corporation and the University have caused their respective Common Seals to be hereunto affixed the day and year first above written.

DATED

1952.

The University of Shantung Christian University
 has a state of affairs in the area of the
 and the other terms of which are to be found in the
 THE BAPTIST MISSIONARY SOCIETY
 CORPORATION
 of all persons for the purpose of administering the state
 of property or for any other reasonable purpose and the
 shall not be held liable for any default or want of repair which
 shall be the responsibility of the University to do

SHANTUNG CHRISTIAN UNIVERSITY

has been always and it is hereby declared as follows: That in
 the event of the University shall be held liable for the
 by the University of Shantung Christian University
 containing the same shall be held liable for the same and the
 shall have power to make the necessary arrangements for the

Draft

of the University of Shantung Christian University and the University
 LEASE
 of

Premises situate in Tsinanfu
 in the Province of Shantung.

ATTESTED,
18-18 Thavies Inn,
R.C.1

SHANTUNG

INDEXED

Shantung Christian University

October 31, 1932

President King Chu
Cheelee University
Tsinan, Shantung, China

My dear Doctor Chu

I am enclosing herewith a copy of the minutes of the meeting of our North American Section held on October 28. A supply of these minutes for distribution on the field will come in the next China mail, but we are hurrying off this copy by first-class mail today so as to give the field prompt information regarding the actions taken.

General Atmosphere of Meeting. We were all very much delighted to have with us Dr. Annie F. Scott, Dr. Susan Waddell, and Dr. Phil Price to bring us up-to-date news regarding happenings on the Cheelee campus, as well as Dr. Samuel Cochran and Dr. H. W. Luce to give us the benefit of their past experience at the University. Dr. Warnukis was also present to report on the actions taken by the Annual Meeting of the Governors in London last June. We had a very satisfactory attendance of members of the Section, and every one entered with an unusual degree of interest and enthusiasm into a discussion of all the matters that came up. A part of this satisfactory attendance and warm interest was due to the meeting of the Associated Boards the previous day which had brought a number of out-of-town members to the city and had started us all to thinking constructively on China problems.

Minutes of Annual Meeting of Directors on June 15. These minutes, together with the minutes of the Administrative Council meeting on August 19 and the minutes of the meeting of the British Section on September 29, formed the basis of most of our discussion. You will note that some of the items in the Directors' minutes were merely noted - in harmony with the actions of the British Section - while other matters were dealt with at greater length.

Under this general heading we do not need to make any specific comments, except perhaps to call attention to the note regarding Minute No. 1008, concerning which I am addressing another letter to the President's Office and to Dr. Lair.

Leave of Absence for the President. Although I am addressing this letter to you, in accordance with our usual custom of sending all official communications in the name of the President, I presume that when this reaches China, you will be in Hunan Province, busily engaged in establishing a national education system there, and that therefore this letter will have to be dealt

October 31, 1932

with by the acting administrative heads at Chefoo in your absence. I am therefore addressing to you a separate and somewhat less formal communication which I am asking the administrators in China to forward on to you in Hunan if you are absent from the campus when this arrives. I need only say in this letter therefore, that our North American Section, in dealing with the matter of your absence from the University this year, showed a very keen appreciation of all the factors involved. While they regret that you must be absent from the campus for a time, they recognize the great importance of the service you are rendering to the whole cause of education in China, and they are very happy that Chefoo is able to have a share in this service through releasing you for the time being.

Lease of Property. We all recognize that this matter is one of great importance and of real urgency. You will note that action NAA-309 follows the same general line as does action 365 of the British Section. The Section gave its approval in general terms to the proposed lease of the University property to the Board of Directors, requested the Presbyterian Board to take up at once the matter of arranging for the lease to the Board of Governors, and placed in the hands of the Executive Committee with power the handling of all matters involved in the execution of a lease by the Governors to the Board of Directors. We will try to follow up this matter, as far as may be necessary to secure prompt action from the Presbyterian Board, and will keep in touch with the British Section so as to have the matter settled on both sides of the Atlantic at as early a date as possible.

New Hospital Plant. This matter engaged the major part of the time and interest of the meeting. In advance of the meeting we had prepared, from all the sources available, a general summary of the information requested by the Section in action NAA-302, and this formed the basis of our discussion. We are enclosing a copy of this statement. While all the members of the Section were influenced more or less by the conservatism forced upon us all by the present economic depression and the steady decline in income available from Mission Boards, still every one was of the conviction that the erection of the new hospital plant is so urgent and so vital a matter that we should authorize the field to go forward at its discretion without any further delays from the home board. Action NAA-310 gives the field carte blanche to go forward at any time with the construction of the new hospital plant, subject only to the proviso that the British Section concur in this action, and that the field do not exceed the estimated costs as set forth in the memoranda you have sent us during the last year.

If and when the British Section concurs in NAA-310, all questions of when and how you are to proceed with the construction of the new hospital plant lies within the hands of the field. The North American Section understands that the field has already embodied practically all the suggestions of the special committee of doctors appointed by the Section in 1929 to study the hospital plans, and it will not be necessary for you to send us any further reports or drawings in regard to these plans. You have already in hand something more than 15,150,000.00, which will enable you to make a substantial start toward constructing the new plant. You are authorized to use these funds as you may require in going forward with the work. Whenever additional funds are needed from the hospital building funds now invested in the United States, we will be glad to supply them. Inasmuch as it may take a little time to dispose of our investment securities to the best advantage, you should keep us informed

several months in advance of what your requirements will be. I am sure that we need not urge upon you the desirability of keeping expenditures down to the minimum required for sound construction and satisfactory equipment, in order that we may have the largest possible residue in our hospital building fund to be set aside as a nucleus for hospital endowment as provided in MAS-511.

Income for Maintenance for Medical School and Hospital. The Section realized keenly that the proposal to construct the new hospital carries with it the problem of adequate maintenance of the new plant after construction is completed. As our estimation now stand, it appears that there will be a deficit of practically LC\$40,000.00 each year if no new support above what is now available is secured by the time the hospital is ready for operation. As a matter of fact, we must face the possibility that if support from Mission Boards continues to decline, this deficit may be even larger. While we hope that a small amount of income will be available from the hospital endowment referred to above, this alone will be only a small fraction of what is required.

Our North American Section saw in this situation a real challenge to go forward in as prompt and aggressive a manner as it could, with the task of securing substantial increases in support available for the new hospital plant, before it begins its operation two or three years hence. I am writing a separate letter to Dr. Shields and Dr. Heimberger in regard to this matter. It may be said in general however, that while we are hoping that the Governors will realize their responsibility in this matter, and will do everything possible during the next few years to secure additional support, yet we must always look to the field to supply the dynamic for securing new support. We hope that you will keep the Governors constantly reminded of this need, and of their responsibility, and that you will supply the necessary assistance in the way of providing both information and personnel for going forward with our promotional plans.

I hope to write more along these lines later. Meantime I believe that for the field to go forward with the construction of the new hospital plant is a prerequisite to any attempts to secure additional support.

English Diploma for Medical Graduates. We will be writing separate letters on this topic, after consultation with the members of the special committee appointed to investigate the various questions arising out of this proposal. Meantime I trust that the field will be beginning the collection of full information as to what other universities in China - government as well as missionary - are doing in regard to the granting of the M. D. degree and will ascertain the position of the Ministry of Education on the matter.

Recommendations from Associated Boards. In the next call we will send you copies of the minutes of the organization meeting held on October 27, together with the provisional constitution and provisional by-laws adopted at that time. At this point it will be sufficient to point out that our Chinese Governors have agreed quite heartily to cooperate with the Associated Boards. We are hoping that through this new organization we may be able to make more rapid progress in bringing closer together the work and plans of all our China colleges.

Next Meeting of Section. We are hoping that some time before the end of this year we can have another meeting of our Section at which we can hear from Dr. Scott, Dr. Waddell, and Dr. Price in regard to recent developments at

President King Chu

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October 31, 1952

meeting, and at which we can begin to make more definite plans for promotional activities of the Section during the next few years. Since Dr. K. H. King is in this country at the present time, we will do everything possible to persuade him to attend such a meeting.

Very sincerely yours

B. A. Garvide

BAG:MS

CC: Mr. Davine
Dr. Nichols
Dr. Weir
Dr. Scott
Mr. Maddell
Dr. Price

Enclosures

SHANTUNG

INDEXED

Shantung Christian University

November 1, 1932.

ack. 12/6

Dr. Hugh H. Weir
2 Eaton Gate,
Edinburgh House,
London, S.W.1, England

My dear Dr. Weir:

I am enclosing herewith a copy of the Minutes of the meeting of our North American Section held on October 28th, together with a copy of the covering letter we are sending President King Chu. Since I have covered most of the matters dealt with by the meeting in quite full detail in my letter to Dr. Chu, I will review most of these matters only briefly in this letter, and will comment a little more fully on matters where the British Section is especially interested.

Leave of Absence for President Chu. I believe that this minute is self-explanatory and that it follows about the only lines possible under the circumstances. Obviously the British Section had not received the Minutes of the August 19th meeting of the Administrative Council when you met on September 29th. I presume that at your next meeting you will take action along approximately the same line as NAS-308.

Lease of Property. The Section spent quite a little time discussing this important topic. Dr. George T. Scott had already been giving some attention to the matter, and had been asked to follow his inquiries, and to secure the necessary action from the Presbyterian Board as promptly as possible. He is also taking up with the other North American Mission Boards concerned, the securing of their approval to the execution of a lease which will include residences or other buildings which they have erected.

One question came up at the meeting of the Section on which we seemed to have no information here. Who holds the title to the land on which the Anglican Chapel and hostel is located? As you know this is just outside the suburb wall, about fifty yards south of the Alumni Gate, and on the right of the main roadway leading on to the campus. Most of this campus outside the suburb is held in the name of the Presbyterian Mission, and we are under the impression that the Presbyterian holding includes the Anglican Chapel and hostel. If this is correct, I presume that you have already obtained the approval of the S. F. G. to include this property in the lease from the Governors and the Directors, so far as the Directors desire to have this property included. I do not know whether the Directors wish to include the Anglican chapel in their lease, and possibly not even the hostel.

New Hospital Plant. This item occupied the major part of the time and interest of the Section. In advance of the meeting I had distributed to all members of the Section copies of the statement of which we are attaching a copy herewith. After a very careful discussion of all the conflicting considerations involved, the Section decided to authorize the field to go forward with the construction of the entire new hospital plant at its own discretion. In taking this action, the Section recognized that we were assuming a financial obligation much beyond that of merely constructing the new hospital plant. During the two or three years before the new hospital is ready for operation, we must make a determined effort to secure the additional resources which are to be required if these new medical facilities are to be properly utilized. While we hope that the economic trend will not always be downward, and that the recent decreases in Mission Board appropriations will not long be continued, or even further enlarged, yet we all believe that our Board of Governors must seek from other sources outside Mission Board appropriations a much larger percentage of our total income if we are to have any hope of going forward with the enlarged medical work at Cheeloo.

The section did not get very deep into this problem, but recognized it as one which will require further careful study and their concrete planning in the near future. While it is not proposed that we go out and seek very substantial new money during the present economic depression, it is high time for us to begin some constructive planning if we are to be ready to take advantage of the upswing toward more normal times, which will inevitably come sooner or later.

I do not know how soon you will be having a meeting of the British Section, but I hope that you will be able to take action on the hospital proposals at a fairly early date. If the field is going forward with hospital construction in the near future, they will undoubtedly wish to let contracts and to arrange for the purchase of material before the Chinese New Year some time in January. If the British Section agrees with the action of the North American Section, you may wish to consider whether it would be worth while for you to send a cablegram to that effect to the field, so as to minimize their delay in going forward.

English Diploma for Medical Graduates. This topic also brought forth a great deal of discussion, but we eventually agreed that we must have more definite information before we can arrive at any adequate decision. It is obvious that we are confronted by the fact that we have two different kinds of policy as regards the grant of medical degrees. A graduate of a British University, who has done the same general work as is required for graduation at Cheeloo would receive an M.B. degree. A graduate of a University in the United States, after doing this same work, would receive an M. D. degree. So far as information was available at the meeting of the Section, the trend in Canada seems to be in the direction of offering an M. D. degree. The situation in China is not very clear to us. We understand that the Ministry of Education has been following the policy of giving the degree of "Hsueh Hsueh Shih" for graduation from medical colleges with a curriculum similar to that of Cheeloo.

The most common English translation "Hsueh Shih" is "Bachelor", but the translation of "Doctor" is also permissible. Therefore, while this Chinese degree is usually translated "Bachelor of Medicine" yet it is possible to translate it as "Doctor of Medicine". The most common Chinese term for "Doctor of Medicine" is "Hsueh Po Shih".

Forgetting for the moment the technicalities of translation, we must recognize the fact that both St. John's University and the Peking Union Medical College - the only two other outstanding modern medical schools in China today, are giving degrees of "Doctor of Medicine" to graduates who have not done any more work than is required of our Cheeloo graduates. The P.U.M.C. is registered with the Chinese government, and I

November 1, 1932.

understand that the Chinese degree conferred upon its graduates by the Ministry of Education is "I. Hsueh Hsueh Shih". The same is done for Cheeloo graduates. Presumably, therefore, the Ministry of Education has not raised any objection to the P.U.M.C. using the term "Doctor of Medicine" as being analogous to the Chinese degree. From the purely technical standpoint the most important question to be settled is whether the giving of the degree of "Doctor of Medicine" is in accordance with the laws of China, since article 10 of our charter states that "the University may, subject to such regulations as the Board may by law enact, grant such credentials and degrees, including honorary degrees as in accordance with the laws of China." Our By-Laws make no further restrictions on this degree granting power than to provide in article VIII (a) that "The Directors may, subject to conditions approved by the Governors, confer undergraduate and graduate degrees upon the basis of examinations passed after the Special Act of Parliament of Canada incorporating the University on July 19, 1924."

It seemed to the North American Section, therefore, that the most vital question we must settle is whether the granting of a M. D. degree can be properly considered as "in accordance with the laws of China." We hope that President King Chai can be of great value to us at this point, for which his cordial relationships with the Ministry of Education, he should be able to obtain a friendly opinion from this department of the national government as to whether the degree in English "Doctor of Medicine" is permissible. Once this point is cleared, we would still have to decide on its merits whether or not it is desirable to confer the degree, but until we know the situation as regards Chinese law the issue is very much beclouded.

The section therefore appointed a Committee made up of the medical members of the section, and requested that they make an immediate study of all the factors involved in this proposal. We understand that the next graduating class in medicine will not leave the University until June 1933, so there should be time for us to obtain all necessary facts, and thereafter to reach a definite decision.

Recommendations from Associated Boards. Within a few days we will be sending to Mr. Sewell, for distribution in Great Britain, Minutes of the organization meeting of the Associated Boards on October 27th, together with the Provisional constitution and provisional by-laws adopted at that time. I am, however, enclosing for your information one copy of the provisional constitution so that you may get a general idea of the trend our Associated Boards is following. The Associated Boards is being recognized as a group of North American Board of Trustees, Governors, and Founders, or North American sub-divisions of such Boards. This is in harmony with various suggestions coming from Great Britain, and is in line with recent comments from Mr. Sewell and from your British United Committee, but you will note that our cooperation with the British United Committee for Christian Colleges in China is set forth as one of the major duties of the organization. I am sure there will be no difficulty whatever on this score.

Next Meeting of Section. We are hoping that the next meeting of our North American Section can be of a more informal nature than a purely business meeting, and that we can devote an unhurried session to a general discussion of what is going on at Cheeloo and how the Board of Governors can most effectively contribute to the progress of the University. If possible we will try to arrange for a meeting at dinner, and may bring in other friends of the University who are not actually members of the Section.

Under separate cover we are sending you 25 copies of the Minutes, and 20 copies of the statement regarding the hospital, for distribution to the British Section. We are also sending you 5 copies of the Report of the Treasurer of the North American Section, June 30, 1932.

Very cordially yours,

B. A. Harside

BAG:PW
Enc.

Copy to Dr. Armstrong

山東濟南齊魯神學院

CHEELOO SCHOOL OF THEOLOGY
(FORMERLY AFFILIATED WITH SHANTUNG CHRISTIAN UNIVERSITY)
TSINAN, SHANTUNG, CHINA

院長辦公室
OFFICE OF THE DEAN

7th December, 1932

Dr. H. H. Weir
China Universities
2, Eaton Gate,
London, S.W.1.

SHANTUNG

Mr. B. A. Garside
China Union Universities,
150, Fifth Avenue,
New York City.

INDEXED

ack 1-18-33
BAG

Dear Dr. Weir and Mr. Garside,

I have just recently received the minutes of the British Section of the Board of Governors held on September 29th and later the minutes of the North American Section held on October 28th, in which I notice the actions which have been taken in regard to the lease of property to the Board of Directors of the University (B.S. 356; N.A.S. 309) Immediately on the receipt of these minutes I had a conversation with Mr. Davies in regard to the questions which are involved in this action. I had not known previously that Mr. Davies had written in regard to this matter so that I was in ignorance of the general situation. I have been trying for a good many months to find some method or some person by which or through whom it would be possible to make the necessary distinctions and adjustments as between property which should be considered subject to the use of the School of Theology and other property which naturally falls to the use of the general university as registered, but up to the present no progress has been made. But it seems to me that there are one or two principles which we must bear in mind. As I said, I had a long conversation with Mr. Davies and before long we will probably write a joint communication bearing on this matter, but in the meantime I should like to bring to your consideration the question as it appears from the standpoint of the School of Theology.

Naturally there are certain buildings which have been erected specifically for the use of the School of Theology or those who are connected with the School of Theology. For instance, the School of Theology Building itself, one residence put up by the United Church of Canada, two residences by the American Board, one residence by the B.M.S., two residences put up with funds available to the School of Theology and not connected in any way with any particular mission, and one court in what is known as the East Village which is also in the same category as the last two houses. In addition I should think it was quite reasonable to suggest that the School of Theology, as one of the constituent schools of the University as originally organized, would have interest in the Administration Building, the Library, the Kumler Chapel, and the dormitories for men,

7.12.32

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DEC 7

1932

Dr. Weir
Mr. Garside

all of which are buildings which were put up for the use of the various schools of the University as a whole. I should think that the same principle would hold in regard to the various athletic fields which were originally allocated for the use of students in all departments of the University, and in addition there is of course a considerable amount of unused land held for possible use in future extension.

I trust this does not sound as though the School of Theology, being made vocal through this letter, is a hard-hearted, grasping Shylock, which it is not, I can assure you. but we certainly want to know where we stand in any adjustments that are made, and I am sure that the Board of Governors does not wish us to suffer unreasonable restrictions in any of the changes which are necessary. In talking with Mr. Davies he seemed to think that there was no big difficulty nor any serious danger in having the Board of Directors of the University hold a blanket lease for all the land, and for them in turn to allocate a certain amount to the School of Theology, but in this I cannot agree with him. It seems to me — and in this I have the concurrence of a few others with whom I have talked, both foreigners and Chinese — that such a procedure might very easily land us at some time in the future in a very serious situation. The Board of Directors of the University, for instance, holding a blanket lease for the whole property, might find themselves pressed by the government educational authorities not to allow any of such land or property to be used for an institution such as the School of Theology, and a lease being a lease and the requirements of the Board of Education for registration being as they are, willy-nilly I cannot but see that the Board of Directors, regardless of the fact how friendly they might be to the School of Theology, might be compelled to acquiesce in the demand — or to refuse, which would precipitate a most disastrous situation. My point is simply this — that the allocation to the use of the School of Theology of any buildings or land should be made before the rest of the property is leased to the Board of Directors of the University, in which case there could be no question at all as to the use of this property.

My only idea in all that I have said is to avoid difficulties in the future, which, in their eventuation, would, I think, prove to be more serious for the University as registered than for the School of Theology, because I do not think for a moment that the Board of Governors would consent to the School of Theology having to relinquish its position because of any such technicality as would be involved in the holding of the lease.

With kind regards,

Yours very truly,

Chas. A. Staley

CAS/GMH

Copy to Dr. Scott.

RECEIVED
UNIVERSITIES

JAN 3 - 1933

JOINT OFFICE

W. H. K.
SHANTUNG

INDEXED

January 18, 1933

ack. 2/17

Dr. Charles A. Stanley
Cheeloo School of Theology
Tsinan, Shantung, China

My dear Dr. Stanley:

Let me acknowledge receipt of your letter of December 7th addressed jointly to Dr. Weir and myself. In this letter you discuss the problem of whether or not to include in the lease from the Board of Governors to the Board of Directors all such parts of the University campus as are owned and used by the School of Theology.

This appears to be both a serious and complicated problem, and is merely one illustration of the difficulties in which we become involved when we try to divide into two separate parts what has always been one unified institution. Since all the property of the School of Theology is outside the wai-tzu, I presume that title to all this property is held by the Northern Presbyterian Board. Since the meeting of October 28th, the Minutes of which you had received before your letter of December 7th was written, the Presbyterian Board has been seeking to carry out the request in Action NAS-309 that the Presbyterian Board lease to the Cheeloo Governors all the University property held in the name of the Presbyterian Board. However, the matter is a tedious and intricate one, and this lease from the Presbyterian Board has not as yet been actually given.

I am sending a copy of your letter to Dr. George T. Scott of the Presbyterian Board, for his information, so that if his Board wishes to make any special stipulations regarding this Theological School property when its lease to the Board of Governors is prepared, it will be in a position to do so. I will also bring your letter to the attention of our North American Section, or its Executive Committee, when the question of leasing the property to the Board of Directors is before us.

Speaking personally and quite informally and unofficially, it seems to me that the School of Theology is quite logical in its request that buildings which are owned and used by the School of Theology should be leased by the Governors to the Board of Directors of the School of Theology. This would probably include the following buildings:-

W. H. K.

School of Theology Building

One Residence put up by United Church of Canada

Two Residences put up by American Board

One Residence put up by B. M. S.

Two Residences put up with funds of the School of Theology

One Court in the East Village

Possibly also one of the eight units just east of the Physics Building, which has generally been known as the "School of Theology Dormitory", might also be included in this lease.

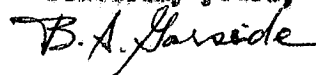
I do not, however, see how it would be possible to prepare leases in any way that would give the School of Theology a partial ownership of such general University buildings as the McCormick Hall, the Library, and the Chapel. Neither do I see how it would be possible to make any such division of the Athletic and the recreational fields of the University, though probably there would be no serious difficulty in making some equitable ~~portionment~~ apportionment of unused land within the limits of the University campus.

I doubt whether we have the necessary information here in New York to identify all of the Theology residences you refer to. I am reasonably sure of some of them, because of my general familiarity with the Cheoloo campus, but I would not dare rely on my recollection in such serious matters as the preparation of leases. I would suggest therefore, that you send us as promptly as possible detailed information as to the six residences referred to in the second paragraph of your letter in order that there may be no mistake if separate leases are prepared for the School of Theology. ⁷One immediately recognizes the theoretical possibility of a situation arising within the general University Board of Directors that would make it very desirable for the School of Theology to have a direct lease from the Board of Governors, rather than a sub-lease from the Board of Directors. Whether there is any practical difficulty at this point, is another question. Since the probabilities are that the Board of Governors will continue the policy now proposed of leasing the University property to the University Board of Directors for fairly short periods, and under conditions that would invalidate the lease whenever the property is not being administered for the Christian purposes for which the University was intended, it does not seem very likely either that the Board of Directors would adopt any measures hostile to the School of Theology, so that the Board of Governors would have serious difficulty in protecting Theology's interest if such a situation should develop on the field.

I still adhere to the belief expressed in the last paragraph of my letter of December 12th, that the interests of the School of Theology, as well as the rest of the University, will best be served by letting this administrative separation of Theology go only as deep as ~~it~~ is absolutely necessary to meet Chinese government regulations. I hope too that in a few years, the attitude of the government may change in such a way as to remove the necessity for any administrative separation whatever, and therefore, I feel that we ought to effect any measures now that would take the two parts of the University rather widely apart, and would make it difficult for them to reunite if and when changed conditions permit.

These, however, are only my personal comments. I will write again when action has been taken by the Northern Presbyterian Board and the North American Section.

Sincerely yours,



BAG:PW

Copy to:- Dr. Scott, Dr. Weir, and Dr. Davies

SHANTUNG

INDEXED

January 18, 1933

Dr. H. H. Weir
2 Eaton Gate
London, S.W.1, England

ack. 1/31

My dear Dr. Weir:

Let me acknowledge receipt of your letter of December 10th, to which you attach a copy of your letter of December 9th addressed to Dr. Stanley of the Chesham School of Theology.

I am enclosing herewith copies of two letters I have recently written to Dr. Stanley. The first is my letter of December 12th, written in reply to Dr. Stanley's letter of October 24th, the same that is dealt with in your letter of December 9th. I believe that we have both said substantially the same thing to Dr. Stanley with regard to the method of carrying on correspondence with the field, and the procedure of the Board of Governors in revising their By-Laws to meet the proposals of the School of Theology. The next meeting of our North American Section will probably be held sometime about the middle of February. At that time we will ask the section to take definite action on this question of School of Theology By-Laws.

Stanley's December 7th letter raises some rather serious questions as to property lease. It will probably be possible to give the School of Theology a separate lease for their own distinctive properties, but I don't quite see how we can split up the general buildings and general University recreational facilities as Stanley suggests. Whether it is desirable to make such a separate lease even in the case of the distinctive property of the School of Theology, is quite a complex question. I have commented on this question at some length in my letters to Stanley, so will not go over that ground again here.

This question of property lease will also have to come up before our North American Section in due course.

Very cordially yours,

B. A. Garvie

BAG:PW
Enc.

SHANTUNG CHRISTIAN UNIVERSITY

TSINAN, CHINA.

BOARD OF GOVERNORS :

~~F. H. HAWKINS, LL.D., (L.M.S.)~~ Chairman.

British Section :

~~HAROLD BALMEY, M.D., F.R.C.S.,~~ Chairman.

HAROLD G. JUDD, C.B.E., C.A., (E.P.M.)
Hon. Treasurer.

HUGH H. WEIR, M.A., M.B. (S.P.G.),
Hon. Secretary.

Mrs. J. C. CARR, Hon. Organising Secretary.

(Incorporated by Act of Parliament Dominion of Canada)

Telephone : ~~HOLBORN 5395.~~

Telegrams : ~~ASIATIC, FLEET, LONDON~~

Cablegrams : ~~ASIATIC, LONDON.~~

Codes : MISSIONS or C.I.M.

~~22, FURNIVAL STREET,~~

LONDON, E.C.4.

2, Eaton Gate,

London, S. W. 1.

31st January, 1933.

ack 2-10-33 BCB

B.A. Garside, Esq., A.M.,
Shantung Christian University,
150, Fifth Avenue,
NEW YORK CITY, U.S.A.

SHANTUNG

Dear Garside,

INDEXED

Many thanks for yours of 18.1.33. and the copies of your two letters to Stanley. As you anticipated I had received the same two letters from him and I had already acknowledged the first with some comments of my own but could not give him any opinion or action of the British Section, as his letter only arrived on the day of our meeting. The second one I have not yet answered, and I am impressed by your comments. I have submitted copies of it to Wilson and Hawkins, and the latter has written to me commenting upon it.

Of course I cannot at present express any official opinion as we are still waiting for a meeting, but I feel with you, and so does Hawkins, that the buildings to be used exclusively by the School of Theology should be excluded from the lease. He points out that at Griffith John College, Hankow, the Church and some residences were included in the lease, and this has resulted in difficult negotiations to get them out.

The one point on which I do not think I agree with you entirely is the necessity of any lease for these buildings, and Hawkins apparently holds that same opinion. He says:

"It seems to me quite unnecessary to make any change in the present position, as far as the buildings used exclusively in connection with the School of Theology (including the S.P.G. Hostel) and I think they can remain in their present ownership, and there is no need whatever to lease them to anybody. We are only granting a lease of the University buildings proper to satisfy the requirements of the education authorities. They have, of course, nothing whatever to do with the School of Religion, nor do I think it is necessary

SHANTUNG CHRISTIAN UNIVERSITY

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~~22, FURNIVAL STREET,~~

JAN 31 LONDON, E.C.4.

1933

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to make any special provision with regard to the use by the School of Theology of the buildings, playing fields, etc., to be included in the lease, which in the past the School of Theology has had the use of in common with the other schools of the University. I am quite sure that there will be no difficulty about the School of Theology continuing to make use, in common with the other schools, of the buildings and land hitherto so used."

I expect this idea had not occurred to you and in all probability you will find yourself in agreement with it.

I would add also that I am distinctly sceptical as to whether the School of Theology can hold property. The University is a corporate body in two different senses, the Governors being incorporated in Canada and the Directors of the University are recognised in China. Consequently the Directors can hold property as required by the Chinese Government and the Governors, if they have a lease from the actual landowners, can lease university property to them, but I do not think that the Governors can lease to the School of Theology, nor am I clear that there is any need for them to do so. As Hawkins says the position can remain as it is except for such property as must be vested in the Directors to satisfy the educational authorities.

Turning to your first letter of 12.12.32. to Stanley, I can only endorse it fully, and quite agree with you that two sets of Governors' Byelaws is an unthinkable position. Still more vigorously would I wish to endorse the latter part of your letter in which you speak so strongly of the undesirability of over-emphasising the separation. Having had this letter of yours I propose writing briefly to Stanley telling him that I have seen your letters to him and endorse them, and adding the point which I have just made about the undesirability of leasing the Theological property.

You will note that Hawkins in his letter definitely feels that S.P.G. hostel should remain in its present ownership. His phraseology is, of course, technically incorrect, as he speaks of the buildings used exclusively in connection with the School of Theology including the S.P.G. Hostel, which has no relation to that School at all in fact, as S.P.G. does not cooperate in it. But he is quite right, doubtless, in considering that it should be treated in the same way. Only on the 27th inst. I had a letter from Bishop Scott in answer to mine on the subject. He tells me

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~~LONDON, E.C.4.~~

JAN 31

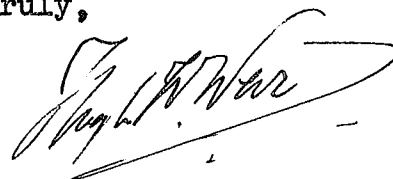
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that the Hostel was built before his time and Bishop Iliff left very little in the way of documents. He was going to endeavour to find evidence as to the exact position of the Hostel, but had not yet succeeded in doing so. I think you know that he has the supervision of a considerable diocese involving much travel, and as he has no secretary or clerk of any kind and has to do all his own writing, a certain amount of delay is not altogether surprising. I wrote to him at once telling him that there seemed to be a feeling that the Hostel should not be included in the lease and asking him to communicate any views he has to you or to Dr. George Scott as quickly as possible. I think that unless we hear anything to the contrary it will be best to proceed on the assumption that our Hostel is not included in the lease of the University.

I note that you expect your Section to meet in the middle of February, and I rather hope we may be able to postpone the meeting of our Section until we get your Minutes. I should be grateful if you could let me have a line on receipt of this, letting me know when your meeting is to be held and the Minutes may be expected to reach us, unless you have already done so, as it may make a difference to the date of our meeting. It seems to me that it is a great pity for the two Sections to meet more or less simultaneously when we have the same matters to consider. It is much more satisfactory if one meets first and the other can have its conclusions available.

Yours truly,



HHW/MR.

*P.S. Your note paper prints the
name of our new British Chairman
but still has the old British address.*

SHANTUNG

INDEXED

Shantung Christian University

February 10, 1938.

Dr. H. H. Weir,
2 Eaton Gate,
London, S. W. 1, England

My dear Dr. Weir:

Let me acknowledge receipt of your letter of January 31st.

Lease of Theological School Property. I am in hearty agreement with the judgment of Mr. Hawkins and yourself that it will probably not be necessary for the Governors to execute a lease of the School of Theology, covering the property used exclusively by that school, inasmuch as the lease of the general University property is largely a technical measure to satisfy the requirements of registration, which do not in any way affect the School of Theology, the simplest solution appears to be to leave the title of this property in the hands of the Board of Governors without the complication of any lease.

S. P. G. Hostel. I also agree with Mr. Hawkins and yourself that it seems undesirable to include the S. P. G. Hostel in the lease to the Board of Directors. I will pass on your comments to Dr. George T. Scott.

Next Meeting North American Section. Our North American Section meets on February 17th, just a week from today. We will convene for a business session at 5 o'clock in the afternoon, and will then hold a dinner meeting at 6:30, at which several members of our present medical staff will be present. In the business session we will try to clear outstanding administrative problems, and at the dinner meeting will have a more informal discussion of the work and needs of the University. I will mail the Minutes of this meeting to you as promptly as possible, so that you may have them available for the next meeting of the British Section. I hope to have these minutes in your hands before the end of February.

Cheeloo Letterhead. We will try to arrange in the near future for a new Cheeloo letterhead for use in the New York Office which will correct names and addresses up to date. I am sorry that the present letterhead still has the old address for the London Office.

With all good wishes, I am

Very cordially yours,

B. A. Harside

BAG:PW

over
SHANTUNG

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Shantung Christian University

March 7, 1933.

ack. 4/4

Dr. H. H. Weir
2 Eaton Gate
Edinburgh House,
London, S.W.1, England

My dear Dr. Weir:

The lease of the Cheeloo property has been causing us quite a bit of concern recently. Progress has been slowed up greatly by the lack of certain important information, which we have been hoping the field would supply. Probably the English Baptist Mission and the American ~~Baptist~~ ^{Presbyterian} Mission can execute their leases to the Board of Governors without awaiting some of this information we are seeking. But before the Governors execute their lease to the Board of Directors, we will need to have pretty full and accurate information available.

In going over with Dr. George T. Scott this morning the sheaf of documents he has been collecting relative to this lease, I studied with some care the draft of the proposed lease to be executed by the Baptist Missionary Society, which Mr. Wilson sent to Dr. Scott with his letter of October 5th.

See "Lease" October 5, 1932

I do not know whether this proposed form of lease has as yet come officially to the attention of the British Section. I am sorry to say that we have not thus far brought it to the attention of our North American Section. However, I believe this should have been done, since it is obviously desirable that we agree upon some form of lease that is satisfactory to the Baptist and Presbyterian Boards and to both sections of the Board of Governors.

It will probably be about seven weeks until the next meeting of our North American Section, so there is no opportunity for any early expression of the Section's formal judgment as to the form this lease should take. I am however, venturing to pass on to you some of my personal views as to what form of lease would best serve the larger interests of the University.

First, is a minor detail.

I note that the draft of this proposed lease is between the Baptist Missionary Society Corporation on the one hand, and Shantung Christian University on the other. Would it not be clearer and more satis-

March 7, 1933.

factory to make the lease with the Board of Governors of Shantung Christian University? It is true, of course, that the Board of Governors are recognized by the charter as being incorporated under the name of "Shantung Christian University". But it would seem to make for a clearer understanding both here and on the field, if it were stipulated that the two mission boards now holding this property are leasing it to the Board of Governors, and the Board of Governors in turn are leasing it to the Board of Directors.

Second, is the much more important question of the general viewpoint of this lease.

It seems to me that it is in accordance with the largest interests of the University, as well as in harmony with the historic positions of both the American and British societies, that this property should be turned over to the Board of Governors with the fewest possible restrictions. Ideally, it would be better that these societies transfer all their claims to this property into the hands of the Board of Governors. While the two societies holding title to the property are by far the largest contributors to the physical plant of the University, some eight or ten other missionary organizations have made contributions in varying amounts.

I understand that it has always been, and still is, the attitude of the Presbyterian Board, that it is merely holding this property in trust for the University and is willing at any time to turn it over to the Board of Governors as representing all the corporate interests of the University.* This is the spirit of the action taken by the Presbyterian Board on March 7, 1924 (quoted on page 4 of Mr. Davies' letter of July 6, 1932.) I believe that this is also the attitude in Great Britain, as indicated by the letter from Mr. Hawkins contained in the Minutes of the meeting of the British Section held on January 8, 1932.

It is generally agreed that the only reason transfer of title is not being asked at this time is simply that such transfer would involve the University in considerable expense, and might even jeopardize our title to the property. However, it does seem that we should approximate this same result by placing the property in the hands of the Governors for as long a period as we can, and with no restrictions that might later cause confusion and embarrassment.

Following this line of reasoning, it would appear that nearly all the seven stipulations enumerated on pages two and three of Mr. Wilson's draft of the proposed lease by the Baptist Missionary Society would be unnecessary, and some at least would be definitely undesirable. For many years the administration of Cheelco has been seriously hampered by two great complexities of organization. Oftentimes the abilities of our administrators have been exhausted in their efforts merely to set complicated machinery in motion. By the time their exertions have been relayed through half a dozen sets of cogs (not always well lubricated or quick to respond) the initial motive force is entirely lost and nothing effective is accomplished. I most earnestly hope that the leasing of the University property to the Board of Governors will be a long step in the direction of simplification of administration, rather than a creating of new gears in the machinery.

I am afraid that some of the provisions in this proposed form of lease would tend to prolong administrative processes ad infinitum. Take

**if other owners of the property are willing to do the same.*

March 7, 1933.

for example the proposed qualifications that "the University shall not alter the said premises without the consent in writing by the corporation" (that is, the Baptist Missionary Society, or in North America, the Presbyterian Board). How would this work out if, for example, some generous donor should give the University funds for erecting a new residence? The process we would have to follow before the first spadeful of earth could be turned would be about this:- The University authorities, having determined upon a suitable location for the proposed residence, would recommend to the Board of Directors that such a residence be erected. At the first meeting of the Directors, which would probably involve a delay of some months, this recommendation would be adopted and transmitted to the Board of Governors.

The Board of Governors, after a further delay involved in securing ratification from the two sections or from the annual meeting of the whole board, would petition the Baptist Missionary Society or the Presbyterian Board for permission to alter the property by erecting the residence. A further delay would occur while the Mission Board thus petitioned was going over its records and bringing up the request for official action. The Mission Board would probably discover that some other supporting body had a share in providing funds for the portion of the campus where the projected residence was to be erected. We would then have a further delay while, for example, the Presbyterian Board consulted the American Board, or the Baptist Board consulted the L. M. S.

If no obstacle were encountered at any point, and if the movement had not been hopelessly side-tracked en route, at some date in the future the American Board or the L. M. S. would express their approval of the proposal to erect the residence; the Presbyterian Board or Baptist Missionary Society would take formal action authorizing the altering of the University premises; the two Sections of the Board of Governors would give their approval; and the Board of Directors would authorize the University authorities to proceed.

The whole procedure sounds very much like the old lady in the Mother Goose tale who tried to drive a stubborn pig home from market, but failed sadly in her efforts to get under her own roof before nightfall. At best many months of delay would intervene, and the probabilities are that it would take years and an infinite amount of patience to get even the simplest alteration in the property of the University formally approved by all the organizations that would have to take action.

Would it not be far more satisfactory to have these two mission boards draw up a very simple document in which they lease to the Board of Governors in perpetuity and without any qualifications, rentals, or other restrictions, the property of the University to which they hold title? It might be necessary from a legal standpoint to add certain restrictions as to the length or conditions of the lease in order to make it a valid document, but these should be as simple and unhampering as possible,

I am attaching hereto a suggested form of lease which might have to be modified to meet legal technicalities, but which would, I hope, provide the basis on which we could build.

See "Lease" March 7, 1933

Dr. H. H. Weir

-4-

March 7, 1933.

As I said in the beginning, this letter is purely an informal statement of my personal views. I would welcome your own judgment on the general proposition. I am sending a copy of this letter to Dr. Scott, and am enclosing a copy for you to hand to Mr. Wilson, if you consider it desirable to do so.

Very cordially yours,

B. A. Harside

BAG:PW
Enc.

Copy to Dr. George T. Scott
" " Mr. Wilson

SHANTUNG

March 7, 1933

Lease, Suggested Form of - Presbyterian Board

THIS LEASE is made the _____ day of _____ 1933

BETWEEN THE BOARD OF FOREIGN MISSIONS OF THE PRESBYTERIAN CHURCH IN THE U. S. A. incorporated under whose address is 156 Fifth Avenue, New York, N. Y. (hereinafter called "Presbyterian Board") of the one part, and the BOARD OF GOVERNORS OF SHANTUNG CHRISTIAN UNIVERSITY, incorporated by Act of Parliament (Dominion of Canada) whose registered head office is situated at 299 Queen Street West, Toronto, Canada, and whose office in the United States is located at 150 Fifth Avenue, New York, N. Y. (hereinafter called "the Governors") of the other part.

W H E R E A S the Presbyterian Board is the lawful possessor of the portion of land situate without the South suburb wall of the City of Tsinanfu in the Province of Shantung China which piece of land is for the purposes of identification more particularly delineated on the plan annexed hereto and edged blue:

AND WHEREAS buildings have been erected thereon for the purposes of a School of Arts, a School of Science, a School of Theology, a Chapel, a Library, an Administration Building, Staff residences, servants' quarters, students' dormitories, and other sundry offices connected therewith;

AND WHEREAS the various premises are required for purposes connected with the University;

NOW THIS DEED WITNESSETH that the Presbyterian Board does by these presents in consideration of the payment of One Dollar U. S. currency, receipt of which is hereby acknowledged, demise unto the Governors All the said piece of land and premises hereinbefore more particularly described and for the purposes of identification delineated on the plan hereto annexed and edged blue

(or for ninety-nine years if there is any legal objection to a perpetual lease.)

TO HOLD the same unto the Governors in perpetuity.

AND THE GOVERNORS DO HEREBY COVENANT with the Presbyterian Board that

they will pay all rates and taxes and other outgoings in respect of this hereinbefore described property, and that they will devote the said property to such uses as are in harmony with the purposes of the University as set forth in its Charter, and as are in accord with conditions under which the funds for the purchase of this property were given by individual donors and by the several participating Mission Boards.

IT IS FURTHER MUTUALLY AGREED that the Governors shall have power to sublease within the conditions of the present lease any or all of the said property to the Board of Directors of Shantung Christian University and/or to other suitable organizations or individuals approved by the Governors.

IN WITNESS WHEREOF the Presbyterian Board and the Governors have caused their respective Common Seals to be hereunto affixed the day and year first above written.

BOARD OF FOREIGN MISSIONS OF THE
PRESBYTERIAN CHURCH IN THE U. S. A.

Per

THE BOARD OF GOVERNORS OF SHANTUNG CHRISTIAN UNIVERSITY

Per

TELEGRAPHIC ADDRESS:
"ASIATIC, LONDON."
TELEPHONE No. HOLBORN 5882.

REV. C. E. WILSON, B.A.

BAPTIST MISSIONARY SOCIETY,
19, FURNIVAL STREET, HOLBORN,
LONDON, E.C.4.

12th April 1933.

"Lease" in individual folders

Mr. B. A. Garside,
150 Fifth Avenue,
NEW YORK, U.S.A.

SHANTUNG

INDEXED

Dear Mr Garside,

Re LEASES OF LAND -- S.C.U.

Your letter of the 7th March, addressed to Dr. H. H. Weir, has come to hand, and we have given very careful consideration to it on this side.

As Dr Weir will be reporting to you, it was under discussion at the British Section of the Board of Governors, and on behalf of the Baptist Missionary Society, I have gone carefully through the points in your reply, with our legal advisers.

As a member of the Board of Governors of the University myself, I can of course sympathise with the desire to obviate all needless complications and to make this matter of the leases as simple as is possible, with legal validity, and with a reasonable security for the proper future use of the property.

First of all, the University being incorporated under Canadian law, it seemed to our lawyers that it was the proper thing for the lease to be made out in the name of the University. According to the constitution it is the Governors who transact the business of the University and have the power of setting the seal upon the transaction. If it is not the University which is cited, it would need to be some individual governors who would be enumerated as holders of the lease, which seems unnecessary.

It is felt on this side that it is quite undesirable that the transfer should be made to the Governors in perpetuity or for a long term of years, but as set forth in the minute adopted a month ago when it was agreed that the leases should be for a short term of five years, renewable by mutual consent of both parties. This is just as easy, and has this advantage: that it is possible to re-open the formal transaction, if desired, at the end of any of these periods. As we

APR 12
1933

understand it here, the only reason for the land on which the University buildings are erected (both those inside the suburb wall belonging to the B.M.S., and those on the campus outside belonging to the A.P.M.) being held by the Mission Boards, was that the titles were registrable with one or other of the National Consulates, as the property of a foreign missionary society having the right to hold land in inland China. In the event (which has sometimes not seemed too unlikely to contemplate) of trouble arising with the Chinese Government, the matter could then be dealt with either by the British or the American Foreign Office. If it were the property of a University, and registered in China as such by virtue of their holding a long lease of ninety-nine years, it might be very much less easy to secure the intervention of the British or the American Foreign Office on behalf of a University so composite and international as the S.C.U.

If this be agreed, and the lease is for five years, renewable on the termination of this period, it follows that there must be a nominal rent, and that there must be some clause requiring agreement to any substantial alteration of the premises.

The amusing and tragic hypothetical story that you have set forth in your letter surely need not arise, for no substantial alteration of the premises will take place except by the approval of the Board of Governors, and the Board of Governors contains the duly appointed representatives of both the British Board (the B.M.S.) and the American Board (the A.P.M.), who are the lessors.

It is therefore our judgment that the draft lease first submitted is altogether preferable to the alternative form of lease which you have sent. This is in the same form as that which has been adopted in other Institutions in China without difficulty. I have been in consultation with Mr. F. H. Hawkins, of the I.M.S., and he concurs in this. I enclose a copy of the original draft with some marginal notes of possible simplified amendment.

With cordial greetings,
Yours very truly,

(C. E. Kilson) ✓

SHANTUNG

INDEXED

Shantung Christian University

April 26, 1935.

Dr. H. H. Weir ✓
2 Eaton Gate
Edinburgh House
London, S. W. 1, England

My dear Dr. Weir:

We enclose herewith copy of the Minutes of the meeting of our Cheeloo North American Section held on April 21st. Under separate cover we are sending twenty five copies of these Minutes for distribution to the British Section. I trust that this material will reach you in ample time for study by the British Section in advance of your next meeting on May 19th.

Matters Arising from Minutes of British Section. The Minutes of the meeting of the British Section on March 31st were studied with some care by our North American Section, and much of our time was devoted to consideration of matters dealt with by your meeting.

(a) Revision of By-Laws. Attached to our Minutes as Appendix A is a proposed revision of the By-Laws of the Board of Governors, which it is hoped, will harmonize the By-Laws of the Board of Directors, the Internal Regulations of the University, and the proposed changes in By-Laws suggested by the School of Theology. We sincerely hope, however, that the British members of this Committee appointed by the Governors at the last Annual Meeting will go through this draft very carefully, and will feel free to suggest changes both in phraseology and in substance. We are glad to note that Mr. Hawkins is one of the British members of this Committee - his legal talents should be of great value.

The technical procedure to be followed in securing final adoption of this proposed draft of the By-Laws, with such further amendments as may be suggested, will be for the two sections separately, or the Board of Governors at its Annual Meeting, to give their formal approval. I presume that we ~~can~~ consider that the adoption of this proposed draft of the By-Laws by the North American Section constitutes the proposal of amendments by the North American Section, and that any meetings of the two sections or of the full Board after the expiration of the month required for advance notice, will be in a position to take formal action ratifying these By-Laws with such further amendments as they wish to propose.

(b) Lease of Property. The Section devoted a great deal of time to the discussion of this item, and I am afraid that even now we have not

April 26, 1933.

reached a very clear understanding as to just where we stand and what our future course must be. So far as we are able to determine from the letter you wrote to me on April 4th, and the letter Mr. Wilson wrote on April 18th, there is a real difference of opinion between New York and London as to the nature of the lease which should be executed at this time. These differences are along several lines:-

First, as to the name in which the lease is made by the two Mission Boards holding title. While we recognize that the corporate name of the institution is Shantung Christian University, the judgment of the North American Section seems to be that inasmuch as the title-holding Mission Boards are executing the lease to the Board of Governors, and the Board of Governors is in turn executing the lease to the Board of Directors, it is quite desirable for the sake of clarity, that the title-holding Mission Boards give their lease to "The Board of Governors, Shantung Christian University," rather than simply to give it to "Shantung Christian University." The Section's conviction at this point is strengthened by its study of the form of lease suggested by Mr. Wilson, which seems to confuse at many points the distinction between the Board of Governors on the one hand and the Board of Directors on the other.

Second, as to the nature of the lease. The North American Section feels that if it were not for certain technical difficulties due to Chinese government regulations, the proper course for the title-holding Mission Boards would be to transfer all title and interest in the property of the University into the hands of the Board of Governors, which is now the body legally responsible for the University. Although, it seems inadvisable to go the whole way because of these technical difficulties, the North American Section feels that we should at least go as far as possible. This would mean that the title-holding Mission Boards would lease the property to the Board of Governors for as long a period, and with a few restrictions and conditions, as are legally possible. It seems rather illogical, if not a bit dishonest, to say that although our lease contains a large number of restrictions and limitations, we really do not mean any of them, and that we wish to leave the University free to carry on its work with a minimum of red tape and interference.

The whole question is intimately related with this very perplexing problem of the complexity and inefficiency of our present system - or lack of system - of the administrative organization of the University.

Within the next day or two I will write an acknowledgment of Mr. Wilson's letter, in which I will discuss these problems somewhat more in detail. Meantime we face the practical question of finding some formula for the lease on which the two title-holding Mission Boards and the two sections of our Board of Governors can agree. I hope that such an agreement can be reached in advance of the Annual Meeting, for I fear that the British Section will not be very adequately represented by the Annual Meeting, and it would be most undesirable to take action at that time on a matter where the absent section held views different from those of the ones present at the meeting.

Just before the meeting of our Section, I received your letter indicating in a tentative way that it may be possible after all for some members of the British Section to come to America this year. No attempt was made, therefore,

April 26, 1933.

to agree on any date for the Annual Meeting, the matter being referred to the Executive Committee with power to act after we have made further investigation of the possibilities of representation from the British Section

Matters Arising from Field Minutes.

(a) 1933-34 Budget. Action NAS-334 sets forth the amount of the contributions the North American Section hopes it will be able to make toward the Field Budget for 1933-34. At almost every point our income will be lower in 1934 than it has been this year, and this year is a serious drop from preceding years. Fortunately, a little additional help is provided by special grant by the Rockefeller Foundation of G.\$2,500 for work in Science. The financial situation of Cheeloo is becoming more and more critical, and our Board of Governors should give very serious consideration to possible measures of relief. You will note that the North American Section by Action NAS-338 asked its Executive Committee to study the matter with great care.

(b) Property Items. For a great many years there has been a noticeable lack of any clear policy in the handling of property matters at Cheeloo. No one has known just what are the duties and responsibilities of the Directors on the one hand and the Governors on the other. In Action NAS-335, the North American Section has made certain suggestions, which is hoped may be the basis for working out clearer policies.

Matters Arising from Associated Boards' Meeting. Within a few days we will be sending you the Minutes of the first Annual Meeting of the Associated Boards held on April 13th and 19th. I believe that we made some very substantial progress at that time. Actions NAS-340, 341, and 342 contain the North American Section's approval of matters dealt with by the Associated Boards.

Just after the meeting of the North American Section, we received a very perplexing and disturbing letter from President King Chu, with which he enclosed a copy of a letter he had just written Mr. Cressy. In his letter to Mr. Cressy, Dr. Chu expresses great indignation at the consignment of work at Cheeloo contained in the draft of the Correlated Program adopted by the Council of Higher Education at its Shanghai meeting on January 20-24. In his letter to New York, Dr. Chu requests that the Board of Governors give no approval to the Correlated Program until after the matter has been dealt with by the Board of Directors in June.

Apparently Dr. Chu does not realize that the statement of work to be done by Cheeloo under the Correlated Program was copied by the Council of Higher Education verbatim, from the recommendations drafted by the New York conferences in February and April, 1932. Copies of all this material were sent to Cheeloo in bulk, in April of last year, and the paragraph to which Dr. Chu specifically objects is appended to the Minutes of the April 15th, 1932 meeting of the North American Section. Copies of these Minutes were supplied to Dr. Chu and all members of the Cheeloo Board of Directors.

As I talked informally to members of the North American Section, they all stated that they were glad Dr. Chu's letter did not arrive in time to come before the Section. Has it done so, it would have placed the Section

April 26, 1953.

in a most embarrassing position. It would have been a grave slight to our President to refuse his explicit request to defer further action on the Correlated Program until after the next meeting of the Board of Directors; but on the other hand it would have meant a great set-back to all of our work to the correlation of Christian higher education in China if the North American Section, after taking the lead in working for correlation, were suddenly to refuse its endorsement to the actions of the Associated Boards. As the matter now stands, we will have an opportunity to correspond with the field and obtain further information as to just what is in their minds, at the same time to keep them informed as to the significance of the developments here.

I believe that these are all the matters in these Minutes requiring specific comment.

Very cordially yours,

B. A. Garside

BAG:PW
Enc.

SHANTUNG

INDEXED

May 1, 1935.

President King Chu
Rev. L. J. Davies ✓
Dean Charles A. Stanley
Cheeloo University
Tsinan, Shantung, China

My dear Dr. Chu, Mr. Davies, and Dr. Stanley:

I am enclosing herewith a copy of the Minutes of the meeting of the North American Section of our Cheeloo Governors held on April 21st. Under separate cover we have already mailed thirty five copies to the President's Office for field distribution, and fifteen copies to Dr. Stanley for distribution to the Board of Directors of the Theological School. In this letter we will comment briefly on such matters as seem to require further explanation.

Revision of By-Laws. You will note that a draft of the proposed revision of By-Laws of the Board of Governors is attached to these Minutes as Appendix A. We hope that you on the field will go over this draft with some care to see whether it is at all points in agreement with your understanding of our present organization. If there are any places at which further corrections should be made, will you please let us know as promptly as possible, so that we can bring up suggestions to the meeting of the full Board of Governors, which will be held during the early summer or the early fall.

Diploma in English for Medical Degree. Action BS-373 concurring in Actions NAS-520 and NAS-521 now seems to complete formalities necessary for the conferring of the degree of Doctor of Medicine to graduates of the Cheeloo Medical School. We hope, therefore, you will be able to put this new policy into effect at your commencement next month. We will probably be hearing from you further within the near future as to what policy if any, you will wish to recommend in making this procedure retroactive.

Lease of Property. We have not proceeded as rapidly in this matter as we would have liked. The difficulties are twofold:- In the first place we do not have as full information as we need from the field as to exactly what property is to be included in the lease the Governors are to give to the Board of Directors. In the second place, there has been a great deal of discussion and correspondence between New York and London as to the form of the leases to be given by the Baptist Missionary Society and the Presbyterian Board to the Shantung Board of Governors. The form of lease proposed by the Baptist Missionary Society is for only a five-year period, and contains a

May 1, 1953.

number of detailed conditions, such as the payment of a nominal rent, and the requirements that no changes in the property shall be made except with the approval of the Society. The form which finds favor here in New York would come as near as is legally possible to being an actual transfer of control from these two Mission Boards to the Board of Governors, would be for a long period, and would have no condition except a very simple statement that the Board of Governors assumes responsibility for administering the property in line with the wishes of the original donors. I hope that we may get these details cleared up promptly, although possibly we may have to wait until the meeting of the full Board of Governors to reach final decision.

Budget for 1953-54. You will note from Action NAS-334 the amounts the North American Section hopes to be able to contribute toward the 1953-54 Budget. Comparing these figures with the ones appearing in Appendix B, it is at once obvious that we are not going to be able to give nearly as much as the field hopes for. Our Chealoo finances are getting into a very critical condition, even more so than is the case with our other China colleges. The Section requested by Action NAS-338 and NAS-339 that the Executive Committee and the Committee on Promotion give these financial problems early and serious study.

Property Items. When the Section gave consideration to Actions D-1016, D-1017, and D-1018, and began to ask such questions as where these proposed buildings are to be erected, where funds are coming from, and how the maintenance of the buildings is to be carried forward for the future, it immediately became obvious that exceedingly little information along any of these lines was available. The Section realized too, that this was not an unusual situation, for as a general rule the Governors know very little about what the field is doing and planning in the way of new construction. This is not a very satisfactory situation either from a technical or a practical standpoint. Technically, the Governors are (or will be as soon as our present leases are executed) the owners of the property on which these proposed new buildings are to be erected, and should therefore, be kept informed of any proposed new construction, and should give their approval of any substantial new construction before it is undertaken.

From a practical standpoint, it is impossible to expect our Governors to take any intelligent interest in what is going on at Chealoo, or to have any sense of responsibility for the University, unless they are kept informed as to what is done and planned, and have a voice in matters of major importance. The Section recognizes that any blame for lack of clearer policies rests largely on the Governors, for they have been altogether inactive, and have left the whole initiative and responsibility with the field. In an effort to formulate a policy that would be simple and easy to administer and at the same time enable the Governors to keep in closer contact with what is being done and planned, the Section adopted Minute NAS-335. We would like your frank comments and suggestion.

May we also request that, in addition to dealing with the larger questions of policy, the field supply us with more detailed information along the lines indicated above, as to the buildings proposed in Actions D-1016, D-1017, and D-1018.

Matters Arising from Associated Boards' Meeting. Actions NAS-340 and NAS-341 are in line with the previous actions taken by the Board of Governors over a number of years. This meeting of the North American Section

May 1, 1935.

was called just before the arrival of an important letter from President Oka, commenting on the Actions of the Council of Higher Education at the meeting in January. I am writing him a separate letter dealing with these matters.

Resignation of Mr. Cochran and Mrs. Shaw. I know that you will sincerely regret to learn of the resignation of these two members of our North American Section who have for many years been among our most active workers. Mr. Cochran is so desperately hard pressed by his banking responsibilities that he is unwilling to continue a responsibility, ~~but~~ feels he cannot adequately discharge, and Mrs. Shaw's removal to Boston makes it impossible for her to continue the fine service she so long rendered to the University in the field of financial matters.

I believe that these are all the matters requiring comment at this time. We trust that when this letter reaches the field, you will be completing your preparations for a very peaceful and satisfactory commencement. Conditions in North China appear more and more threatening, but we trust that Shantung will not be molested.

Very cordially yours,

B. A. Garside

BAG:PM
Enc.

THE BOARD OF FOREIGN MISSIONS
OF THE PRESBYTERIAN CHURCH IN THE U. S. A.

156 FIFTH AVENUE
NEW YORK

SHANTUNG

May 4, 1933

The Rev. C. E. Wilson,
Baptist Missionary Society,
19, Farnival Street, Holborn,
London, E. C. 4, England.

Re: Cheeloo Property Leases

Dear Mr. Wilson:

INDEXED

Thank you for your letter of April 12, relative to the proposed leases for the land at Shantung Christian University. By this time, you will have received the minutes of our North American Section of the Governors of April 21 with the actions contained therein on these proposed leases. Our North American attitude seems to be somewhat different from that of you friends in Britain but I hope the situation can be reconciled into at least substantial accord. Perhaps after receiving the action of our North American Section, which will no doubt be explained by covering letter from Mr. Garside, you will see your way clear to revise your proposed lease draft toward meeting somewhat our North American viewpoint.

It occurs to me personally (and this is of course entirely unofficial) that paragraph (no number) at top of page 2 might allow an initial trial term of more than five years and that the length of "further terms" might be left indefinite or made longer than five years, and that Covenant No. 4 might be liberalized so as to allow certain minor alterations or alterations of immediate and emergency character. As you know, our Presbyterian Board some years ago expressed its willingness to convey to the University full title to our Board's property there.

In regard to withholding from the lease the Theological Hall, its related residence, and the Anglican Hostel with chapel and warden's house, I infer that you think they should be withheld from the lease which the Presbyterian Board would grant to the Governors. My thought would be that the Governors, inasmuch as they have ultimate and legal responsibility for the entire institution and also practical responsibility for the School of Theology should have authority for leasing the university property; that is, the Governors should have full leases from the two Mission Boards for everything at Tsinan which is used for the University; then, if anything is to be withheld from the Board of Directors on the field, this should be excluded from the lease given by the Governors to the Directors.

Please understand that our Presbyterian Board has no zeal in the matter one way or the other and, of course, desires not to place the slightest pressure of any kind upon the English Baptist Missionary Society. It is, however, evident that the Institution on the field earnestly desires and should have as free a hand as possible with the property, and the Governors can give the Directors no freedom than they in turn are given by the two Mission Boards. Our Presbyterian Board is, I believe, quite ready to do whatever seems best in the circumstances.

With warm personal regards to you and to other good friends on the Cheeloo Gov-
I am

(S. T. Swift)

THE BOARD OF FOREIGN MISSIONS OF THE PRESBYTERIAN CHURCH IN THE U. S. A.

158 FIFTH AVENUE NEW YORK

May 4, 1933

MEMORANDUM

Re: Proposed New York Mission

The Rev. W. H. Wilson, Baptist Ministry Society, 19, Park Street, London, E. C. 4, England.

INDEXED

Dear Mr. Wilson:

Thank you for your letter of April 13, relative to the proposed lease for the land at Grayson Christian University. By this time, you will have received the minutes of our Board's session of the 10th of April 1933 with the motions contained therein on these proposed leases. Our Board's action on these motions was to refer them to your friends in Britain but I hope the situation can be recalled into at least substantial accord. Perhaps after receiving the copies of our Board's minutes, you will see your way to be obtained by covering the same from Mr. Gariboldi. You will see your way to be revised your proposed lease being sent to our Board's attention.

It appears to me generally (and this is of course entirely unofficial) that paragraph (no number) at top of page 2 might allow an initial trial term of some three years and that the length of that term might be left indefinite or made longer than five years and that Government No. 1 might be liberalized so as to allow certain minor alterations or alterations of facilities and emergency quarters. As you know, our Presbyterian Board has years ago expressed the willingness to convey to the University full title to our Board's property there.

In regard to withdrawing from the lease the theological hall, the related residence, and the Anglican hostel with chapel and garden house, I think that you should be withdrawn from the lease with the three-yrarian Board would grant to the Government. My thought would be that the Government, inasmuch as they have already assumed responsibility for the entire institution and also practical responsibility for the school of theology should have authority for leasing the university property that we, the Government should have full lease from the three-yrarian Board for everything at present which is used on the University; that, if anything is to be withdrawn from the Board of Missions on the field, this should be excluded from the lease given by the Government to the Board.

I have understood that our Presbyterian Board has no real in the matter and you on the other hand are not so glad the slightest reference of any kind to the Baptist Ministry Society. It is, however, evident that you are in the field earnestly desiring and should have as free a hand as possible with the property, and the Government can give the Board of Missions no real in turn and give by the two-yrarian Board. Our Presbyterian Board is, I believe, quite ready to do whatever seems best in the eyes of the Board.

RECEIVED UNIVERSITIES MAY 6 1933 OFFICE

Handwritten initials and notes.

With your personal regards to your and to other good friends on the Board of Missions, I am, I believe, quite ready to do whatever seems best in the eyes of the Board.

British Sinitian Mission

[Handwritten signature]

SHANTUNG

Shantung Christian University

May 12, 1933.

INDEXED

Rev. C. E. Wilson
Baptist Missionary Society
19 Funnival Street, Holborn,
London, E. C. 4, England

My dear Mr. Wilson:

I should have acknowledged before this your letter of April 12th continuing our discussion of the form of property lease for Cheeloo University. However, I trust that the letter I wrote Dr. Weir on April 26th has already come to your attention. There is really very little more I can add to what I say there regarding the problem. Also, Dr. Scott has sent me a copy of the letter he wrote you on May 4th setting forth the views of the Presbyterian Board on the subject.

It seems that there is a very fundamental difference between the thinking in London and New York on this matter. It may require a little time and patience to arrive at some decision that will be mutually satisfactory to both sections of the Board of Governors, and will, above everything else, be to the best interests of the University. Once we have a clear understanding as to the nature of the lease we wish to execute, it should not be difficult to incorporate our wishes in proper legal form. I hope that, with all its complexities, legal procedure still seeks to express, rather than to defeat, the will of contracting parties.

As I read over again my letter of ^{or} May 7th in the light of the correspondence and discussions of the intervening weeks, I find that it still represents substantially my present views in the matter. Unfortunately, "the amusing and hypothetical story" on the third page of that letter is not purely hypothetical, and is far more tragic than amusing. During these last ten years when Cheeloo has been so much in my thoughts and interests, I have known a great number of instances of administrative procedure which have been just as involved and complicated as the hypothetical case I quote. If we were to get frank and unreserved statements from each of the men who has had a leading share in handling the administration in Cheeloo during the last decade, I believe we would get a unanimous agreement that our whole system of organization and administration at Cheeloo is so hopelessly complex and so bound up with the necessity of consulting innumerable individuals with different opinions and placating more than a score of divergent groups, that the effort to carry on a University in any economical and efficient way is almost impossible. Two results have developed from this situation.

May 12, 1933.

First, when the administrators go aggressively ahead and act as existing situations require, they are frequently guilty of violating some rule of procedure laid down by the Governors or the cooperating Mission Boards. So long as everyone agrees to the wisdom of the actions taken, no serious objection is likely to be raised. But all too often our administrative officers find their efforts blocked by objections raised at some point in our very wide constituency.

Second, when our administrators try to observe all the regulations with which they are surrounded, they find that their energy is diffused and their patience exhausted in trying to drive a proposal through a very long tortuous channel which may be blocked at many points, so in the end nothing is accomplished.

The proposed property lease is one of the points at which our organization will either become more complex or more simple. Any improvement of this administrative problem at Cheeloo will probably have to be gained step by step. Now that we must make a step in one direction or the other, I am very anxious indeed that it will be in the right direction.

I sincerely hope that we may, within a short time, arrive at a common agreement on these matters. If the two sections were equally represented at the next Annual Meeting of the Cheeloo Governors, that might be the best place to reach a decision. But with the prospect that this year's Annual Meeting will be held in New York, and that our British Section will have at best a very small representation, no action should be taken at that time unless we are assured that it is in full accord with the best judgment of our British colleagues.

With warmest regards, I am

Very cordially yours,

B. A. Garride

BAG:PW

MAY 30
1933

they would be minor ones.

Lease of Property.

The lease of property is of course the great problem, and I have written fairly fully about this to Dr. Armstrong. But perhaps I should take up your points a little more in detail. As to the title, I think what I have said to Dr. Armstrong makes this matter quite clear. There is not, and cannot be, any confusion between the Board of Governors and the Board of Directors. I think we are all agreed that two leases are required, one to the Governors and the other to the Directors. The point is that the Board of Governors is not a legal body at all. The legal body as recognised by the charter is the Shantung Christian University, but the Board of Governors acts in the name of the University and is responsible in fact, but it is not legally a body capable of holding title. The University is the only body that can do that. We hope that the proposal of making reference in the lease to the charter will make this matter quite clear and overcome any difficulty which might conceivably be felt in China.

As to the nature of the lease, I note that your Section feels that the proper course would be for the Mission Boards to transfer all title and interest to the Board of Governors (as I have pointed out above this would have to be the "Shantung Christian University" because the Board of Governors is not a body legally capable of holding) and that the North American Section only refrains from desiring such action because of certain technical difficulties due to the Chinese Government regulations. I am not quite sure what you have in mind in this connection, but the factor which appeals to us very strongly here, and from our point of view has hitherto prevented such action, is the fact that an international body, however much it be duly chartered in Canada, has not got the same diplomatic opportunity of making direct representations to the Chinese Government should difficulties arise, as ~~if~~ the Boards who at present hold the property. It may be that it is to this that you are making reference, but it does seem to us that this difficulty which has hitherto prevented any transfer being made is as important and valid now as it ever has been, and consequently the Mission Boards ought to retain their actual effective ownership to the property if the lease can quite readily be made in the form which we originally suggested.

I recognise that your Section would prefer a different form of lease, but the position is that the B.M.S.

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in view of the legal advice given it here cannot see its way to agree to the proposal which you have made, and so far as I understand it the Presbyterian Board, while it would prefer the other form of lease, has not got any legal objection to the B.M.S. suggestion. Consequently I hope we shall be able to agree on this without further delay.

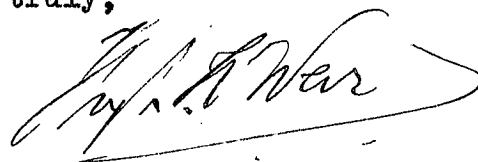
Correlated Programme.

You will appreciate the fact that our Section did not take any formal action on that part of your letter referring to the disturbing letter from President King Chu. We were troubled to hear what you had to say about it, but we have not seen Dr. Chu's letter as he did not send us a copy of it, and so do not know the details. The Section informally asked me to write a strictly confidential letter to Mr. Davies, asking him if he can throw any light upon the situation. We do recognise that the present form of the Correlated Programme is based on the lines agreed upon in the New York Conferences at the beginning of last year and accepted by the Council for Higher Education in China, and that it differs verbally from the previous form, and certainly does seem to limit the scope of Cheeloo more markedly. I think that the expression of that limitation is very much in line with what we on this side have felt for some time would be suitable, but it would be very unfortunate were it to cause real trouble in Cheeloo itself. It may be that I shall be hearing from you further about this before very long. We are very much disturbed about it, but at present do not see any line which we could take with advantage.

Annual Meeting.

As to the Annual Meeting, I am not yet in a position to say anything more definite than I have said to Dr. Armstrong, or to indicate what was regarded as a possibility when I wrote to you previously. I am sorry to say that that possibility seems now rather less likely to materialise than it did, but it is not entirely ruled out. However until something has been definitely settled I am not at liberty to give you more details about it. You will understand why it is that we suggest the latter part of September for the meeting, and we hope this will prove thoroughly convenient from your point of view.

Yours truly,



HHW/MR.

RECEIVED
UNIVERSITÄT
JUN 10 1933
JOINT OFFICE

J. H. Neil

SHANTUNG

(Sent with Dr. Neil's
letter 6/13/33

ack'd Neil
6/14/33

30th May, 1933.

Rev. A. E. Armstrong, M.A., D.D.,
United Church of Canada,
299, Queen Street West,
TORONTO, Ontario, Canada.

Dear Dr. Armstrong,

I enclose the minutes of the meeting of the British
Section held on May 19th, 1933.

Membership of the Board.

We have not yet secured our full representation,
and have left two vacancies among the coopted members. We
have taken the liberty of electing as chairman of the
Section Mr. Wilson, in spite of the fact that he is chairman
of the full Board. The reason for this is essentially that
Mr. Maclellan expects to be absent for about half the coming
year, and it would be futile to keep him in the office at
present. Under the circumstances Mr. Wilson is obviously
the right person.

Statement of Accounts.

The Accounts of the British Section are less
unsatisfactory than we had feared, but you will notice that
we had a deficit on the year's working, and it is quite
clear that it will be unfair to the University to allow it
to expect as much as we have been trying to send in the past.

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We are taking a considerable risk in anticipating that our income for the coming year will be as great as it was last year and even so we shall not be making up the deficit, in spite of the reduction in the grant to the University which we have found it necessary to make.

Revision of Byelaws.

I hope we shall have something definite about the Revision of the Byelaws in time for the Annual Meeting, but the proposal sent by the North American Section did not reach us in time to enable any real study to be made before this meeting, and consequently it has been referred to the British Section of the sub-Committee for their study.

Lease of Property.

I think the most difficult problem is the question of the lease of property, where there does seem to be a real difference of opinion between the two sections. We here fully appreciate the point which the North American Section has made on the subject of the title of those to whom the lease should be given, but the Board of Governors is not an incorporated body and is not capable of holding property, so that a lease to that body would be invalid, and it could only be made effective if the individual names of the Governors were inserted in it. That would involve a renewal of the lease on the occasion of any change in personnel, and the significance, or at least one of the important items in the significance of our charter is that by it our University is incorporated and is capable of holding property. It is clear from the legal point of view that the lease must in that case be made out to the body incorporated by charter, and that is the Shantung Christian University. But we fully realise that from the point of view of the people in China a lease in the name of the University might be taken as meaning the University as registered by the Chinese Government, and therefore we propose the insertion in the lease of a definite reference to the charter. Furthermore, that particular difficulty will readily be overcome by the fact that the Governors are the body which has power to act in the name of the University, and that body will give a sub-lease to the Board of Directors. It is only that sub-lease which will come directly to the cognisance of the Chinese Government and therefore the complication is not as serious as it might appear. Moreover, it is to be noted that the line taken by the British Section is really that put forward in the first instance by China, and the simple form of lease which we originally suggested

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seems to be quite definitely the most suitable for the purpose. I think it is only fair to add that the legal advisers of the Baptist Missionary Society are not prepared to agree to that Society taking the more elaborate line suggested by the North American Section, so that it seems quite impossible, however much we might desire it, to fall in with the proposals made on your side.

I am very sorry that there should be this complication, but it seems inevitable. It is at least gratifying to note that there has been nothing like a real difference of opinion between the two Sections up till now. I do not know whether you have consulted your Toronto lawyer, who assisted in the securing of the charter. It might perhaps be well to get his opinion on the subject, as it looks rather as though the difficulty arose from the varying outlooks of British and American law.

Associated Boards.

The next question is the resolution passed by the Associated Boards as to the undue complexity of the University Organisation. You will note that our action is of a temporising nature. As the Executive of the North American Section was instructed to study the question and make a report there seemed to be only disadvantages in our attempting to pronounce on the matter until that report is available for consideration. I think the whole of the British Section feels quite clearly that while on paper the administrative organisation is a bit complicated, in practice it is not so, and we have got to recognise that we are attempting in this University a thing which has been done nowhere else and requires very special methods. Real international cooperation is always a difficult thing, and while if considerable expense is undertaken it may be simplified, somewhat, I doubt whether a plan which would in practice work more effectively than our present one can be devised apart from a budget which would enable considerable numbers of the Governors on either side to cross the Atlantic at frequent intervals. In practice as we know the control and administration of the University is in the hands of the Directors. The Governors are exercising less and less executive power and our function is becoming principally more that of advice and promotion. I know that there is a tendency in the United States for a centralisation of executive power in that country. The original proposals for the Associated Boards of course quite definitely attempted to achieve that object, but there are those in the United States who regard it as undesirable, and while the present constitution of the Associated Boards allows scope for certain developments in that direction, the position is a very different one from that which was originally

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put forward. I think we here all feel that any such centralised executive control would be exceedingly unfortunate and would be a retrograde step, depriving China of the effective independence of action which has already been given, and it would quite definitely put an end to any real international cooperation. I know, and we all know, that those on your side of the Atlantic who have been associated with us in this country in the Cheeloo Board do desire to preserve real international cooperation. I think it is possible that others in the United States who have no such close association do not appreciate the importance of this. Whether or no the British contribution in an intellectual and ideal sense is of value to China, I think you all desire it should be continued; and it is perfectly clear that unless the British Boards, through the British Section of the Governors, have got an effective say, in so far as the West has a say at all, in the conduct of affairs in Cheeloo, such cooperation would in effect cease. I think a very large principle is involved here and one in which I am quite sure that the members of the North American Section are in hearty agreement with us. Indeed it is our experience here that the desire of our North American colleagues for such contribution as we can give is, if anything, greater than our desire to give it.

Budget 1933-34.

As to the Budget it is difficult to say very much more. I fear that the University will have to make certain further reductions if it is to end the year without a serious deficit. There are reductions on your side and there are certainly some on ours, though less than we feared might have been the case. We are all constantly being faced with this problem in every part of the world, and much as we should desire Cheeloo to escape from the general depression, we could hardly expect that it will avoid it altogether. I shall have to deal in fuller detail with the Budget in writing to Mr. Davies, but perhaps it is not necessary to mention those particular details in writing to you. You will note that our resolution has been so worded as definitely to include both the Budget in the Chinese sense and the Budget of the School of Theology and Extension Department. We are most anxious constantly to emphasise the fact that from the Western point of view these other bodies are as much a part of the University as that which has been registered by the Government and that the funds available apply to them all.

The rest of our Minutes are essentially of a formal and routine nature, and do not need comment, except

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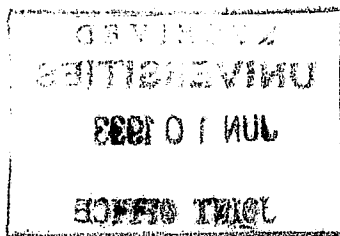
perhaps our note about the Annual Meeting. Whether anyone will be able to be present or not is still very doubtful, indeed slightly more doubtful than it was a little while ago when there was a good prospect of our having at least one representative there in the autumn. We venture to hope that the latter part of September will be found a suitable date for the North American Boards as that will give the only chance of anyone from this side being present, so far as can be seen just now.

as usual I am sending copies of this letter to Mr. Gurside, Mr. Davies and Mr. Stanley.

Yours truly,



HHW/MR.



TELEGRAPHIC ADDRESS:
"ASIATIC, LONDON."

TELEPHONE NO. HOLBORN 5882.

REV. C. E. WILSON, B.A.

BAPTIST MISSIONARY SOCIETY,
19, FURNIVAL STREET, HOLBORN,
LONDON, E.C.4.

SHANTUNG

INDEXED

1st June 1933.

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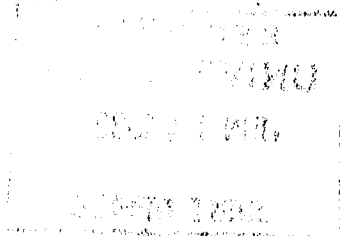
Mr. B. A. Garside,
150 Fifth Avenue,
NEW YORK, U.S.A.

Dear Mr Garside,

I am sending you enclosed a copy of a letter which I have just written to Dr Scott. It deals with the matter upon which I have received letters both from him and yourself, and I shall be glad if you will kindly accept the enclosed as in reply to your letter also.

With kindest regards and best wishes,
Yours very truly,

C. Wilson



BAPTIST MISSIONARY SOCIETY
19. FURNIVAL STREET. HOLBORN.
LONDON. E.C.4.

TELEGRAPHIC ADDRESS:
"AETIAC, LONDON."
TELEPHONE NO. HOLBORN 5222.
REV. C. E. WILSON, B.A.

1st June 1932.

INDEXED

Mr. B. A. Garfield,
130 Fifth Avenue,
New York, U.S.A.

Dear Mr. Garfield,

I am sending you enclosed a copy of a letter which I have just written to Dr. Scott. It deals with the matter upon which I have received letters both from him and yourself, and I shall be glad if you will kindly accept the enclosed as in reply to your letter also.

With kindest regards and best wishes,
Yours very truly,

RECEIVED
UNIVERSITIES
JUN 14 1932
JOINT OFFICE

C. E. Nelson

(Sent with C. E. Nelson)
letter of June 1, 1933

31st May 1933.

Dr. G. T. Scott,
156 Fifth Avenue,
NEW YORK, U.S.A.

Dear Dr Scott,

Thank you for your letter of the 4th May. We in the B.M.S. have been seeking all along quite loyally to act on behalf of the S.C.U. and our partner missions in this matter of the property lease. I am sorry that there has appeared to be some difference of viewpoint as between the British section and the North American section as to the procedure.

May I try again to clear up one or two points?

1. The whole property might have been, and probably would have been, vested by this time in the name of the University as incorporated under its Canadian Charter, but for certain considerations which seemed good and sufficient to the Governors on both sides of the Atlantic.

If it had been so vested then of course this granting of leases by the A.P.M. and B.M.S. would have been needless. The Governors would have had full possession of the entire property, and could have issued their own lease to the Chinese Directors as they wished.

Why was it not vested at once?

Why has it been proposed to follow this two-stage process of leases from the two missions to the University, and a lease from the University to the Chinese Directors?

For this reason chiefly as I understand, viz., it is still desired that the title deeds of the land registered in China shall be in the names of either American or British Societies,

Well then, is it not better that the lease to the University shall be such as to recognise that fact as fully as possible, and to make it as easy as possible if the emergency should occur (which we hope will never happen) for either the British or the American Board to act with its Government's sanction and support to prevent trouble.

MAY 31

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With this in view, a short term lease with easy provision for automatic extension by mutual consent, is better than a long term. That is why five years was proposed.

Your letter seems to suggest that a longer term than five years or an indefinite term would be more convenient or more liberal. I confess I cannot see how. The action of the proposed lease is simple and automatic. At the end of five years, if both parties agree (or if neither party objects) another five year term begins and so on. Personally I would prefer an even shorter term of three years.

In regard to your suggestion that Covenant No.4. might be liberalised so as to allow certain minor alterations of immediate or emergency character, there should be no difficulty. It is inconceivable that either of the two Mission Boards (B.M.S. or A.P.M.) would create difficulty about any minor alterations carried out as of course they could only be by the consent and approval of the University and its Directors. But you will agree that the Clause No.4. itself is a proper one in any lease. After all the lease is worthless unless it is a valid legal document, and any lease of property must stipulate what then property is and provide that it is not materially changed within the period of the lease without the lessor's knowledge and consent.

Our two Societies who are the present title holders are the two largest partners in the S.C.U. and have donated more than any others to the property. They are well represented in the University Governors and the Chinese Directors. Any important action of the University needs their moral support and votes. I cannot imagine such a case arising as that in which the consent of one of these Boards would be withheld upon a trivial issue.

In our British Section when this matter has come up for discussion, we found ourselves sincerely unable to anticipate the difficulties which you apprehend. Mr Garside has emphasised the danger of complicated procedure, but whatever complication has been found in the past in the administrative procedure of the S.C.U. has, I think, been chiefly due to the fact that S.C.U. is more international and more interdenominational than the other China Christian Universities. I think we ought not to make too much of that except to rejoice in it.

If the co-operation of so many separate and autonomous bodies is desirable, and we definitely advocate such a scheme, of co-operation, then having invited so many partners to join us we must be patient enough to accept the fact, and cultivate and retain their confidence in what we

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are trying to do together. The idea that once a Society has accepted the invitation to join, it has for ever abandoned its liberty will never be accepted. It is quite true that every year every Mission Board in the partnership of the S.C.U. has to vote its quota of money and staff, and this involves an element of uncertainty, which may be irksome and embarrassing to the officials. But they have no reasonable ground of complaint if they recognise that the whole partnership is voluntary and unselfish.

I hope it will not be thought that my playful reference to the hypothetical story in Mr Garside's letter was lacking in courtesy or respect. Please accept my assurance that it was not so intended. I really do not know of any legitimate ground of criticism of the actions of the Boards in relation to the S.C.U. administration in the past. I am amazed at the successful progress that has been made with such combination of different elements. I feel it would be unbecoming to complain of their differences while we rejoice at their combination, or to chafe at the necessity of negotiation to secure their convinced judgment and approval, seeing they have voluntarily offered so much.

You may get the impression from this that I am not entirely in favour of some of the more drastic proposals that have been put forward lately for unification and central autocracy in missions. I admit that I am not. But I have honestly been trying hard for thirty years to secure wider and more generous co-operation in Missions.

One of the benefits of such Union is its stabilising effect. It is more ponderous and a little slower in its motion, but even that is a real blessing in some circumstances.

What happens next? Our draft lease is in your hands. Are you going to ask the North American Section to accept it or to produce an alternative for our acceptance? If the latter, I assure you beforehand it will be considered carefully, and in the most friendly spirit.

As to the Theological School premises and the Church, the S.P.G. Chapel, etc., I recognise that the point at which any exclusion of these premises has to be practically considered is in the sub-lease to the Chinese Directors. The impression I have had given to me is that the Chinese Directors did not want to be embarrassed in their relations with the Chinese Educational Authorities by being the lease holders of these distinctively religious institutions.

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The question does not arise at all in connection with the B.M.S. lease for the property within the city wall, because we shall not include our B.M.S. Museum and Institute as University buildings.

With heartiest personal feeling,
Believe me to remain,
Yours very truly,

C. E. Mc...

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MAY 31 1933
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JUN 1
1932

-4-

The question does not arise at all in connection with
the B.M.S. lease for the property within the city walls,
because we shall not include our B.M.S. Museum and Insti-
tute as University buildings.

With kindest personal feelings,
Believe me to remain,
Yours very truly,

RECEIVED
UNIVERSITIES
JUN 14 1932
JOINT OFFICE

Pres. Bd.

SHANTUNG

INDEXED

Shantung Christian University

June 12, 1933

Dr. George T. Scott
156 Fifth Avenue
New York, New York

My dear Doctor Scott

Mr. Wilson has very kindly sent me a copy of the letter he wrote you on May 31 with regard to the form of lease to be executed by the Baptist Missionary Society and the Presbyterian Board to the Board of Governors of Shantung Christian University.

While I have expressed very frankly and fully my personal views as to the form of lease that would be most advantageous to the University, and would permit the greatest simplicity of administration, I have always recognized that the form of lease is a matter which must be decided between the Baptist Missionary Society and the Presbyterian Board. I am quite sure that both Sections of the Board of Governors will be happy to approve whatever form of lease is desired by these two missionary societies.

While I believe that the questions I raised in my earlier correspondence are quite important, I believe even more strongly that prompt and harmonious action in the execution of these leases is of far greater moment. Now that we have had a frank interchange of our views, I would be very happy to support any form of lease that may be agreed upon between Mr. Wilson and yourself.

Very cordially yours

B. A. Gerside

BAG:MS
CC: Mr. Wilson
Dr. Weir

THE BOARD OF FOREIGN MISSIONS
OF THE PRESBYTERIAN CHURCH IN THE U. S. A.

156 FIFTH AVENUE
NEW YORK

COPY FOR MR. GARSIDE

June 30, 1933
noted

Dr. E. T. *Wilson*
Rev. C. E. Wilson,
Baptist Missionary Society,
19 Furnival Street,
Holborn, London, E.C. 4

INDEXED

Dear Mr. Wilson:

Re Cheeloo Property Leases

In your letter to me of May 31 you discuss the matter of the leases from our two denominational Boards to the Board of Governors of Shantung Christian University. Only within the last couple of days has there been opportunity for me to confer on this matter with Mr. Garside to whom you kindly sent a copy of your letter to me.

We are prepared to go forward with the type of lease desired by your Society. We are suggesting a few very minor changes in your draft of the proposed lease as follows:

Page 2, Section 3, ^{omit} "In the joint names of the University and the Corporation" and in Section 4 the words, "in writing". These deletions are suggested by the honorary counsel of our Board but if they are really significant to your mind they could be retained. As far as that goes there is no reason why the two leases have to be exactly identic, though I suppose that it would be preferable if they are.

Page 2, Section 5, third line after "premises" we have inserted the words, "in whole or in part" so that this reads: "Provided that the premises in whole or in part may be sub-leased, etc". Our thought now is that all the land (including that on which the various religious buildings stand) held in the name of our American Presbyterian Board would be leased to the Governors and that the Governors would then sub-lease to the Directors only such part of the property as is required for purposes of registration with the Chinese Government, not sub-leasing the various properties used for religious purposes, unless perhaps the church of the whole Institution.

Page 3, Paragraph 2. The insertion of the right of the Board to determine if and when the University had broken the lease or ceased to function. The sentence then reading, "that, if for any reason the University shall in the opinion of the Board either cease to function or break any of the covenants, etc." I believe it is important to name in the lease the party (or parties) that are empowered to determine this issue; possibly a third party not directly involved in the lease should be named, as for instance in America the Executive Committee of the Associated Boards for Christian Colleges in China or its successor.

Enclosed are two copies of a very tentative draft including the changes indicated above. We thought we would edge our campus plan in "blue" if yours is to be edged in "red". As suitable campus plans have not yet reached us from the field, there is, I believe, still time for word back from you before the final signing of our Presbyterian Board lease.

If the Baptist Missionary Society which erected the Theological Hall

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and/or the Society for the Propagation of the Gospel which erected a hostel, chapel and warden's house, desire to have these withheld by our Presbyterian Board from its lease to the Governors than withheld by the Governors from their lease to the Directors, will you kindly so advise me.

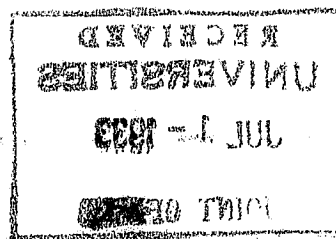
With warmest personal regards, I am,

Very sincerely yours,

(G. T. S.)
George T. Scott

GTS-NMF

Copy to Mr. Garside



JUN 30
1933

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and/or the Society for the Propagation of the Gospel which erected a chapel, chapel
and various houses, desire to have these withheld by our Presbyterian Board from its
lease to the Governor than withheld by the Governor from their lease to the Directors,
Will you kindly so advise me.

With warmest personal regards, I am,

Very sincerely yours,

(Signature)
George T. Scott

GTS-211P

Copy to Mr. Gerardo

RECEIVED
UNIVERSITIES
JUL 1 - 1933
JOINT OF

THIS LEASE is made the _____ day of _____ BETWEEN THE BOARD OF FOREIGN MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA a Board incorporated under Charter granted by the State of New York, April 12, 1862, Laws of 1862, Chapter 187 and whose registered office is in the United States and at present situate at 156 Fifth Avenue in the City of New York (hereinafter called "the Board") of the one part and SHANTUNG CHRISTIAN UNIVERSITY incorporated by Act of Parliament (Dominion of Canada) whose registered office is situate at Toronto, Canada (hereinafter called "the University") of the other part

WHEREAS the Board is the lawful possessor of the portion of land situate outside the South suburb wall of the City of Tainanfu in the Province of Shantung, North China which piece of land is for the purposes of identification more particularly delineated on the plan annexed hereto and edged blue

AND WHEREAS BUILDINGS HAVE BEEN ERECTED THEREON FOR THE purposes of Colleges, or Schools of Science, Arts, etc. with Students dormitories, Staff residences, Servants' quarters and other sundry offices connected therewith

AND WHEREAS the various premises are required for purposes connected with the University

NOW THIS DEED WITNESSETH that the Board does by these presents demise unto the University ALL the said piece of land and premises hereinbefore more particularly described and for the purposes of identification delineated on the plan hereto annexed and edged blue

TO HOLD the same unto the University for the term of five years from the day of _____ 1935 renewable by mutual consent for a further term of five years from the expiration of the before mentioned term of five years paying

therefor during the said term the yearly rent of \$1 Chinese currency on the
day of in every year the first payment to be made
on the day of 1955

And the University doth hereby covenant with the Board in the manner following
that is to say:

1. To pay the rent hereinbefore reserved at the time and in the manner aforesaid.
2. To pay all rates and taxes and other outgoings payable in respect of the said property.
3. To keep the said property adequately insured and to pay all premiums payable in respect of such insurance and on request to produce to the Board or its representative the Policy of such insurance and the current receipt for premium.
4. Not to alter the said premises without the consent of the Board.
5. Not to assign underlet or part with possession of the said premises or any part thereof without the like consent in writing of the Board. Provided that the premises in whole or in part may be subleased within the conditions of the present Lease to suitable persons to be approved of by the Board for such uses as are in harmony with the declared purposes of the University as set forth in the Charter.
6. The University shall at all times maintain the premises in as good a state of repair as the same are now in

Provided always and it is hereby declared as follows: That if for any reason the University shall in the opinion of the Board either cease to function or break any of the covenants or conditions herein contained this Lease shall automatically become void and the Board shall have power to resume full possession and occupation of the premises

IN WITNESS whereof the Board and the University have caused their respective Common Seals to be hereunto affixed the day and year first above written.

U.S.

RECEIVED
UNIVERSITIES
JUL 1 - 1933
JOINT OFFICE

L E A S E

THE BOARD OF FOREIGN MISSIONS OF THE
PRESBYTERIAN CHURCH IN THE UNITED
STATES OF AMERICA

TO

SHANTUNG CHRISTIAN UNIVERSITY

DATED:

193

And the University doth hereby covenant with the Board in the manner following that is to say:-

1. To pay the rent hereinbefore reserved at the time and in the manner aforesaid
2. To pay all rates and taxes and other outgoings payable in respect of the said property
3. To keep the said property adequately insured and to pay all premiums payable in respect of such insurance and on request to produce to the Board or its representative the Policy of such insurance and the current receipt for premium
4. Not to alter the said premises without the consent of the Board
5. Not to assign underlet or part with possession of the said premises or any part thereof without the like consent in writing of the Board Provided that the premises in whole or in part may be subleased within the conditions of the present Lease to suitable persons to be approved of by the Board for such uses as are in harmony with the declared purposes of the University as set forth in the Charter
6. The University shall at all times maintain the premises in as good a state of repair as the same are now in

Provided always and it is hereby declared as follows: That if for any reason the University shall either cease to function or break any of the covenants or conditions herein contained this Lease shall automatically become void and the Board shall have power to resume full possession and occupation of the premises

In any case of dispute the covenanting parties agree to submit the issue to arbitration.

IN WITNESS whereof the Board and the University have caused their respective corporate Seals to be hereunto affixed the day and year first above written.

Signed, Sealed and
Delivered in the Presence
of:

THE BOARD OF FOREIGN MISSIONS OF THE
PRESBYTERIAN CHURCH IN THE UNITED STATES
OF AMERICA

SHANTUNG CHRISTIAN UNIVERSITY

BAPTIST MISSIONARY SOCIETY
18, FURNIVAL STREET, LONDON.
LONDON E.C.4.

TELEGRAPHIC ADDRESS:
"ASIATIC, LONDON."
TELEPHONE NO. HOLBORN 3202.
REV. G. E. WILSON, B.A.

Dear Sir,

Mr. H. ...
120 ...
New York, N.Y.

RECEIVED

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RECEIVED
UNIVERSITIES
OCT 31 1933
JOINT OFFICE

(Sent with letter fr. C.E. Wilson
10/24/33)

SHANTUNG

Dated

193

THE BAPTIST MISSIONARY SOCIETY
CORPORATION

-to-

SHANTUNG CHRISTIAN UNIVERSITY

LEA S E

of

Premises situate in Tsinanfu
in the Province of Shantung.

C O P Y.

Final draft

T H I S L E A S E

is made the day of 193
B E T W E E N The BAPTIST MISSIONARY SOCIETY CORPORATION an
Association incorporated under Section 23 of the English
Companies Act 1867 and whose registered office is in England
and at present situate at 19 Furnival Street Holborn in the
City of London (hereinafter called "the Corporation") of the
one part and The SHANTUNG CHRISTIAN UNIVERSITY incorporated by
Act of Parliament (Dominion of Canada) whose registered office
is situate at 299 Queen Street, West Toronto, Canada, and whose
British Office is situate at 2 Eaton Gate, London, S.W.1
(hereinafter called "the University") of the other part

W H E R E A S the Corporation is the lawful possessor of
the portion of land situate within the South suburb wall of the
City of Tsinanfu in the Province of Shantung North China which
piece of land is for the purposes of identification more par-
ticularly delineated on the plan annexed hereto and edged red

AND WHEREAS buildings have been erected thereon for the
purpose of a Hospital, Medical School, Staff residences,
Servants' quarters, Students' dormitories and other sundry
offices connected therewith

AND WHEREAS the various premises are required for pur-
poses connected with the University

NOW THIS DEED WITNESSETH that the Corporation does by
these presents demise unto the University All the said piece
of land and premises hereinbefore more particularly described
and for the purposes of identification delineated on the plan
hereto annexed and edged red

TO HOLD the same unto the University for the term of five
years from the day of 193 renewable
by mutual consent for a further term of five years from the

expiration of the before mentioned term of five years paying therefor during the said term the yearly rent of One dollar (\$1) Chinese currency on the _____ day of _____ in every year the first payment to be made on the _____ day of

193

And the University doth hereby covenant with the Corporation in the manner following that is to say:-

1. To pay the rent hereinbefore reserved at the time and in the manner aforesaid
2. To pay all rates and taxes and other outgoings payable in respect of the said property
3. To keep the said property adequately insured and to pay all premiums payable in respect of such insurance and on request to produce to the Corporation or its representative the Policy of such insurance and the current receipt for premium
4. Not to alter the said premises without the consent of the Corporation
5. Not to assign underlet or part with possession of the said premises or any part thereof without the like consent in writing of the Corporation Provided that the premises in whole or in part may be subleased within the conditions of the present lease to suitable persons to be approved of by the Corporation for such uses as are in harmony with the declared purposes of the University as set forth in the Charter
6. The University shall at all times maintain the premises in as good a state of repair as the same are now in

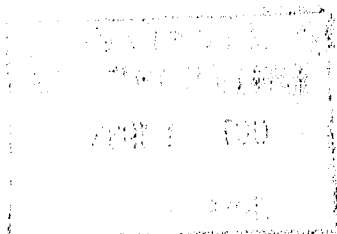
Provided always and it is hereby declared as follows:

That if for any reason the University shall either cease to function or break any of the covenants or conditions herein

contained this Lease shall automatically become void and the Corporation shall have power to resume full possession and occupation of the premises

In any case of dispute the covenanting parties agree to submit the issue to arbitration

IN WITNESS WHEREOF the Corporation and the University have caused their respective Common Seals to be hereunto affixed the day and year first above written



contained this lease shall automatically become void and the Corporation shall have power to resume full possession and occupation of the premises

In any case of dispute the covenanting parties agree to submit the issue to arbitration

IN WITNESS WHEREOF the Corporation and the University have caused their respective Common Seals to be hereunto affixed the day and year first above written

RECEIVED
UNIVERSITY OF
OCT 31 1933
JOINT OFFICE

TELEGRAPHIC ADDRESS:
"ASIATIC, LONDON."

TELEPHONE NO. HOLBORN 5882.

REV. C. E. WILSON, B.A.

BAPTIST MISSIONARY SOCIETY,
19, FURNIVAL STREET, HOLBORN,
LONDON, E.C.4.

SHANTUNG

31st October 1933.

ack / 11 / 14 / 33

Mr. B. A. Garside
150 Fifth Avenue,
NEW YORK, U.S.A.

INDEXED

*Executed
from +
blue print of
S.C.K. - general
in
sfr.
11/14/33*

Dear Mr Garside,

I am sending you enclosed a copy of a letter which I have written to Dr Armstrong, as Registrar of the Shantung Christian University in Toronto, accompanying the sealed copy of the Lease granted by the Baptist Missionary Society Corporation to the Shantung University for the property within the suburb wall of the Tsinanfu city, which is registered in China in the name of the B.M.S, but is held for University purposes.

I am also attaching to this letter a copy of the Deed which is in the form that has been agreed by us with the Board of Governors, as amended in the last meeting of the British Section, as notified to you a few days ago while the deed was awaiting execution. There is also affixed to this copy a small blue print of the plan.

This document is sent to you, as Secretary of the North American Section of the Board of Governors, to preserve on your file. Dr H. H. Weir also has one, as Secretary of the British Section of the Board of Governors.

I shall be glad to hear in due course that you have safely received these enclosures.

With all good wishes,
Yours very sincerely,

C. E. Wilson

*Etc.
L.H.
L.H.
L.H.*

BAPTIST MISSIONARY SOCIETY
18. FURNIVAL STREET, HOLBORN,
LONDON, E.C.4.

TELEGRAPHIC ADDRESS:
"ASIATIC LONDON."
TELEPHONE NO. HOLBORN 2882.

REV. C. E. WILSON, B.A.

Dear Sir,

Mr. D. A. Cairns,
150 Fifth Avenue,
New York, U.S.A.

I am sending you enclosed a copy of a letter which I have written to the Registrar of the Ontario Christian University in Toronto, regarding the sale of the lease granted by the Baptist Missionary Society to the Christian University for the property within the grounds of the University, which is being held in China in the name of the U.S.A. for the University purposes.

I am also attaching to this letter a copy of the deed which is in the form that has been used by us with the Board of Governors, as amended in the last meeting of the British Section, as notified to you a few days ago. This deed was awaiting execution. There is also attached to this copy a small list of the names of the

This document is sent to you, as Secretary of the North American Section of the Board of Governors, to serve as your file. It is also included in a copy of the report of the British Section of the Board of Governors.

I shall be glad to hear in the course of time how safely received these documents.

With kindest regards,
Yours very sincerely,

RECEIVED
UNIVERSITIES
NOV 13 1933
JOINT

(Sent w/ CE Mission
letter 10/31/33)

30th October 1933.

Rev. A. E. Armstrong, D.D.,
The United Church of Canada,
299 Queen Street West,
TORONTO 2, Canada.

Dear Dr Armstrong,

I am sending you enclosed the sealed copy of the Lease of the premises in Tsinanfu, in the province of Shantung, executed by the Baptist Missionary Society Corporation to the Shantung Christian University.

I regret the long delay in getting this matter settled, but we have been waiting, as you are no doubt aware, to receive the copies of the plan from Tsinanfu, and there has been much correspondence between the sections of the Board of Governors on both sides of the Atlantic about the form in which the lease should be drawn up. This document represents the agreement arrived at by the Governors, and the Presbyterian Board of the U.S.A. and the Baptist Missionary Society of Britain. I understand that the Presbyterian Board is executing a lease in similar terms for the land which is registered in their name in China, and which they are holding for the purposes of the University, just as the B.M.S. is holding the land inside the suburb wall, on behalf of the University.

The document I am now sending you is the original document, as executed by the Baptist Missionary Society Corporation, and is to be held by you as Registrar for the University in the Office in Canada. Copies of this document, with plans attached, have been deposited with Dr H. H. Weir, the Secretary for the British Section and Mr Carside, as Secretary for the North American Section of the Board of Governors.

You will be aware that it is the intention that the Board of Governors shall now grant a sub-lease to the Chinese Board of Directors so as to conform with the Chinese Education Regulations under which the University is registered in China.

I shall be glad to receive from you an acknowledgment of the safe receipt of this document and letter which I am sending to you by registered post. I take this opportunity also of sending you personal greetings and good wishes.

Very truly yours

[Handwritten notes at the top of the page, including "1933" and "University of Toronto"]

1933 October 1933

THE UNIVERSITY OF TORONTO
127 SPADINA AVENUE
TORONTO, CANADA

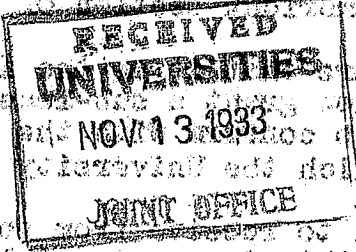
Dear Sir,

I am sending you enclosed the sealed copy of the letter of the President of the University of Toronto, dated October 1933, in the province of Ontario, as requested by the British Government in connection with the Canadian Citizenship Bill.

I regret the long delay in getting this letter sealed, but it has now been done. As you are no doubt aware, it is the policy of the Government of Canada to receive the views of the public on the proposed amendments to the Citizenship Bill. This document was prepared by the Government and the University of Toronto, and the original is being sent to the British Government. I understand that the original is being kept in a safe in London, and that they are holding it for the purpose of the University, but as the Bill is being introduced in their country, and that they are holding it for the purpose of the University, it is being held in London.

The document I am now sending you is the original copy, as requested by the British Government. It is being held in London, and is being held in London for the purpose of the University. It is being held in London for the purpose of the University.

I shall be glad to receive your acknowledgment of the receipt of this document and letter which I am sending you by registered post. I am, Sir, very respectfully,
Yours faithfully,
The Registrar



DATED _____ 1932

SHANTUNG

THE BAPTIST MISSIONARY SOCIETY
CORPORATION

-to-

SHANTUNG CHRISTIAN UNIVERSITY

Draft

L E A S E

of

Premises situate in Tsinanfu
in the Province of Shantung.

ATTENBOROUGHS,

15-16 Thavies Inn,

E.C. 1.

THIS LEASE is made the day of 1932
B E T W E E N THE BAPTIST MISSIONARY SOCIETY CORPORATION an
Association incorporated under Section 23 of the English
Companies Act 1867 and whose registered office is in England
and at present situate at 19 Furnival Street Holborn in the
City of London (hereinafter called "the Corporation") of the
one part and SHANTUNG CHRISTIAN UNIVERSITY incorporated by
Act of Parliament (Dominion of Canada) whose registered office
is situate at

(hereinafter called "the University") of the other part

W H E R E A S the Corporation is the lawful possessor of the
portion of land situate within the South suburb wall of the
City of Tsinanfu in the Province of Shantung North China which
piece of land is for the purposes of identification more
particularly delineated on the plan annexed hereto and edged
red

AND WHEREAS buildings have been erected thereon for the
purposes of a Hospital, Medical School, Staff residences,
Servants' quarters, Students dormitories and other sundry
offices connected therewith

AND WHEREAS the various premises are required for pur-
poses connected with the University

NOW THIS DEED WITNESSETH that the Corporation does by
these presents demise unto the University All the said piece
of land and premises hereinbefore more particularly described
and for the purposes of identification delineated on the plan
hereto annexed and edged red

TO HOLD the same unto the University for the term of five years from the _____ day of _____ 1932 renewable by mutual consent for a further term of five years from the expiration of the before mentioned term of five years paying therefor during the said term the yearly rent of \$1 Chinese currency on the _____ day of _____ in every year the first payment to be made on the _____ day of _____ 1933

And the University doth hereby covenant with the Corporation in the manner following that is to say:-

1. To pay the rent hereinbefore reserved at the time and in the manner aforesaid.

2. To pay all rates and taxes and other outgoings payable in respect of the said property.

3. To keep the said property adequately insured (in the joint names of the University and the Corporation) and to pay all premiums payable in respect of such insurance and on request to produce to the Corporation or its representative the Policy of such insurance and the current receipt for premium.

These words might be omitted here

4. Not to alter the said premises without the consent (in writing) of the Corporation.

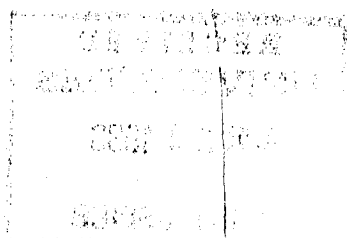
These words might be omitted here

5. Not to assign underlet or part with possession of the said premises or any part thereof without the like consent in writing of the Corporation Provided that the premises may be subleased within the conditions of the present Lease to suitable persons to be approved of by the Corporation for such uses as are in harmony with the declared purposes of the University as set forth in the Charter

6. The University shall at all times maintain the premises in as good a state of repair as the same are now in

Provided always and it is hereby declared as follows:
That if for any reason the University shall cease to function or in the event of the breach by the University of any of the covenants or conditions herein contained this Lease shall automatically become void and the Corporation shall have power to resume full possession and occupation of the premises

IN WITNESS whereof the Corporation and the University have caused their respective Common Seals to be hereunto affixed the day and year first above written.



6. The University shall at all times maintain the premises in as good a state of repair as the same are now in

Provided always and it is hereby declared as follows: that if for any reason the University shall cease to function or in the event of the breach by the University of any of the covenants or conditions herein contained this lease shall automatically become void and the Corporation shall have power to resume full possession and occupation of the premises

IN WITNESS whereof the Corporation and the University have caused their respective Common Seals to be hereunto affixed the day and year first above written.

RECEIVED
UNIVERSITIES
APR 22 1933
POST OFFICE

THE BOARD OF FOREIGN MISSIONS
OF THE PRESBYTERIAN CHURCH IN THE U. S. A.

156 FIFTH AVENUE
NEW YORK

OFFICE OF SECRETARY

November 10, 1933

SHANTUNG

Mr. B. A. Garside,
150 Fifth Avenue,
New York, New York

Re: Property Lease to Shantung Christian
University

INDEXED

Ack. 11/14/33

Dear Mr. Garside:

Please find attached herewith a copy of the proposed lease by our Presbyterian Board of Cheeloo University land to "the University" by which is intended the Board of Governors as incorporated in Canada. In as much as we have not as yet received the plan of the property involved which is to be marked in blue and annexed to the lease at the time of its execution, the lease cannot now be executed; you, however, have asked for an unexecuted copy to send forward with the minutes of the recent Annual Meeting of the Board of Governors.

Our Presbyterian form of lease follows as closely as possible the form of similar lease by the Baptist Missionary Society of London; one variation and a certain amount of generality were necessitated at one point by the fact that we do not know whether the land for the new hospital is in title of our Presbyterian Board; presumably it is as it was purchased from funds of the Women's Committee of the North American Section.

Please note that the form of Lease which the Presbyterian Board proposes does not exclude the buildings of the School of Theology with related staff residence or the Anglican chapel, hostel and residence. This is in accordance with what I wrote to Mr. C. E. Wilson on May 4, 1933 to the effect that we believe that "the Governors should have full leases from the two Mission Boards for everything at Tsinan which is used for the University; then, if anything is to be withheld from the Board of Directors on the field, this should be excluded from the lease given by the Governors to the Directors." There having been no demurrer from my proposal in that letter, I assume that this process is agreeable to the groups that erected the buildings mentioned in this paragraph. (Mr. Wilson assented to this in his letter of May 31, 1933.)

Returned to you herewith is Mr. Wilson's letter to you of October 3, 1933 with the attached unexecuted draft of the Baptist Missionary Society lease.

I am attaching two extra copies of this present letter to you in case you wish to send one to London and one to Tsinan.

What do you suppose is delaying the receipt of the plan from the field? You have asked for it more than once.

Sincerely yours,

George T. Scott

George T. Scott.

GTS-G

SHANTUNG

Cheeloo University

November 14, 1933

INDEXED

Dr. H. H. Weir
2 Eaton Gate, Edinburgh House
London, S. W. 1., England

My dear Dr. Weir:

I enclose herewith a copy of the letter I have just written Mr. Wilson regarding the property lease at Shantung University.

I also attach a copy of a letter I have just received from Dr. Scott regarding the lease being drafted by the Presbyterian Board. The draft of this lease is attached to the minutes of the November 3rd meeting of the North American Section but it has not been possible to complete its execution as yet, due to the fact that we have not received from Tsinan definite information as to just what property is covered by the lease.

I hope that we will soon have the facts we require for going forward with the final step of preparing the lease from the Board of Governors to the Board of Directors.

Very sincerely yours,

B. A. Garside

BAG:MP
Encls.

over

SHANTUNG

INDEXED

Cheeloo

December 15, 1933

Dr. A. E. Armstrong
United Church of Canada
299 Queen Street
Toronto 2, Canada

My dear Dr. Armstrong:

Let me acknowledge receipt of your letter of December 12th.

Progress on our lease from the Cheeloo Governors to the Board of Directors is delayed because the field has not yet sent us a definite description of just what property is to be leased. As soon as this information comes to hand, we can complete the matter. In the meantime, however, it should be possible for us to agree upon the general form of our lease, leaving the exact description of the property to be included later. Would it be possible for you, before you come to New York on January 2nd, to go over the matter with the Canadian lawyers and secure their judgment on at least the general form of the lease we are to execute?

It seems to me that the lease of the Governors to the Directors should follow about the same lines as did the leases from the Baptist and Presbyterian Boards to the University. The British Section has sent you a copy of the lease executed by the Baptist Board and a copy of the Presbyterian lease is attached to the minutes of the November 3rd meeting of our North American Section. I attach hereto a suggested form of lease which might serve as a point of departure in your discussions with the Canadian lawyers. The draft is quite a rough one and undoubtedly will be changed at a good many points before it is in satisfactory form.

We had a meeting this morning of the Committee on Arrangements for the China Colleges conferences in January and February. We have been held up in the completion of our plans for these conferences because of the uncertainty as to whether Dr. Liu and Dr. Wu could remain. As matters now stand, it seems that we will probably be able to secure Dr. Liu only for two conferences in Wilmington and Providence during the week beginning January 22nd. We hope that we may have Dr. Wu throughout the whole series of conferences, covering eight or ten cities.

Dr. A. E. Armstrong

12/15/38

The question now is whether we can secure a sufficiently strong team without Dr. Liu and Bishop Roots to arouse interest in Toronto. Do you know Mr. Meng Chih, the director of the China Institute in America? He is a very pleasing speaker, the author of a number of books on the Manchurian problem, and quite an active and influential leader in things Chinese. While not directly related to any of our China Colleges he is very friendly, and is able to give a strong endorsement that is all the more valuable because of his disinterestedness. Mr. Meng has stated that he is willing to come to Toronto as a member of the team for a conference during the first half of the week of January 15th. This seems to be the time that would fit in best with our other plans, and would, I hope, fit in harmoniously with your conferences for Dr. Stanley Jones during the latter half of February. Dr. Endicott pointed out that we should keep as far as possible away from the dates of Dr. Jones' meetings.

In addition to Dr. Wu and Mr. Meng, we would undoubtedly be able to use Mr. Lautenschlager of our Oheeloo staff who is now studying in Toronto. Possibly we might secure also one of the other speakers listed in action ABCA-207 of our own Committee on Arrangements which met on November 29th.

Will you please consult with Dr. Endicott, Dr. Arnup, and any others you may wish to bring in, and let me know as promptly as you can whether your group there would favor our going ahead with plans for conferences during either the early or the latter half of the week of January 15th with a team made up of the personnel as mentioned above. It is high time for us to be going forward vigorously with our plans if we are to be successful in such an undertaking.

Very sincerely yours,



BAG:MP

SHANTUNG

THIS LEASE

is made the day of 193 , between the Board of Governors of Shantung Christian University, incorporated under the name of "Shantung Christian University" by Act of the Parliament of the Dominion of Canada assented to 19th July, 1924, and whose head office is in Canada and at present situate at 299 Queen Street West, Toronto (hereinafter called "the Governors") of the one part, and the Board of Directors of Shantung Christian University, registered in December, 1931, with the Ministry of Education of the National Government of China under the name of "Board of Directors of Cheeloo University" and whose office is now situate on the University campus in Tsinan^{fu}, Shantung, China (hereinafter called "the Directors") of the other part.

Whereas, the Governors are the lawful lessees of the portion of land within and without the South suburb wall of the City of Tsinanfu in the Province of Shantung North China, which piece of land is for the purposes of identification more particularly delineated on the plan annexed hereto and edged green;

And Whereas, buildings have been erected thereon for ^{the purposes of} various Schools or Colleges of the University, a Hospital, Student dormitories, Staff residences, Servants quarters, and other sundry offices connected therewith;

And Whereas, the various premises are required for purposes connected with the University;

Now this Deed Witnesseth that the Governors do by these presents sub-lease unto the Directors all the said piece of land and premises hereinbefore more particularly described and for purposes of identification delineated on the plan hereto annexed and edged green

To Hold the same unto the Directors for the term of five years from the day of 193 , renewable by mutual consent for a further term of five years from the expiration of the before mentioned term of five years, paying therefor during the said term the yearly rent of two dollars (\$2) Chinese currency on the day of in every year, the first payment to be made on the day of 193 .

And the Directors do hereby covenant with the Governors in the manner following, that is to say:-

1. To pay the rent hereinbefore reserved at the time and in the manner aforesaid;
2. To pay all rates and taxes and other outgoings payable in respect of the said property;
3. To keep the said property adequately insured and to pay all premiums payable in respect of such insurance, and on request to produce to the Governors or their representatives the Policy of such insurance, and the current receipt for premium;
4. Not to alter the said premises without the consent of the Governors;
5. Not to assign, underlet, or part with possession of the said premises or any part thereof without the like consent in writing of the Governors;
6. At all times to maintain the premises in as good a state of repair as the same are now in.

Provided always, and it is hereby declared, as follows:-

That if for any reason the Directors shall cease to function, or break any of the covenants or conditions herein contained, this Lease shall automatically become void and the Governors shall have power to resume full possession and occupation of the premises.

In any case of dispute the covenanting parties agree to submit the issue to arbitration.

In witness whereof the Governors and the Directors have caused their respective Common Seals to be hereunto affixed the day and year first above written.

BOARD OF GOVERNORS, SHANTUNG CHRISTIAN UNIVERSITY

Attest:-

Secretary

Chairman

BOARD OF DIRECTORS, SHANTUNG CHRISTIAN UNIVERSITY

Secretary

Chairman

The United Church of Canada

Board of Foreign Missions

CHAIRMAN

REV. J. E. HUGHSON, D.D.

SECRETARIES

REV. JAMES ENDICOTT, D.D., LL.D.

REV. A. E. ARMSTRONG, D.D.

REV. JESSE H. ARNUP, D.D.

299 QUEEN ST. WEST

TORONTO 2, CANADA

CABLE ADDRESSES:

WESLEYANA, TORONTO

BUTEROS, TORONTO

SHANTUNG

Dec. 19, 1933.

dec 22/22/33

INDEXED

Mr. B.A. Garside,
150 Fifth Avenue,
New York, N.Y.,
U. S. A.

My dear Mr. Garside,

I have your letter of Dec. 15th with reference to the Lease and I shall carry out your suggestion and get in touch with Mr. Ward Wright, the lawyer who handled the charter. I shall send him the copy of the draft lease which you kindly sent me and will ask him to look it over and then to telephone me that I may discuss it with him.

In the same letter you discussed the question of meetings in Toronto in connection with the Conference on China Colleges in January or February. You raise the question of a team to visit Toronto without Bishop Roots and Dr. Liu. We do not think it wise to go forward at the present time without either of those men or someone else equally strong and appealing. You mention Meng Chih. You do not mention whether or not he is a Christian but even if he is we could not work up a meeting around him because he is not connected with any of the China colleges.

Mr. Lautenschlager, as you say, will be of service and he is already in demand for missionary addresses but we would hardly venture to attempt the thing we want to do with Mr. Lautenschlager and Dr. Wu as the speakers from China. We want to do such a good piece of work in this connection that we would rather wait in the hope that later on in the spring or next autumn one or two visitors from China of the calibre of Bishop Roots and Dr. Wu may be available.

I am writing this after consultation with Dr. Endicott and Dr. Arnup and this letter is written at their suggestion. Please be assured that we want to have such a conference but you will understand why we are so particular as to the people who come to participate in it.

Sincerely yours,

A. E. Armstrong

AEA/S

Approved in principle by the Board of Trustees
of the University of California

UNIVERSITY OF CALIFORNIA
ADMINISTRATIVE SERVICES

UNIVERSITY OF CALIFORNIA
ADMINISTRATIVE SERVICES

UNIVERSITY OF CALIFORNIA
ADMINISTRATIVE SERVICES

RECEIVED
UNIVERSITIES
DEC 21 1933
JOINT OFFICE

The United Church of Canada

Board of Foreign Missions

CHAIRMAN

REV. J. E. HUGHSON, D.D.

SECRETARIES

REV. JAMES ENDICOTT, D.D., LL.D.

REV. A. E. ARMSTRONG, D.D.

REV. JESSE H. ARNUP, D.D.

299 QUEEN ST. WEST

TORONTO 2, CANADA

CABLE ADDRESSES:

WESLEYANA, TORONTO

BUTEROS, TORONTO

Dec. 28, 1933.

ack 1/8/34

SHANTUNG

INDEXED

Mr. B.A. Garside,
150 Fifth Avenue,
New York, N.Y.,
U. S. A.

My dear Garside,

Thanks for your note of Dec. 22nd with reference to postponement of meetings in Toronto in connection with China Colleges. I shall hope to see you next Tuesday on this matter and on the question of Cheeloo Lease.

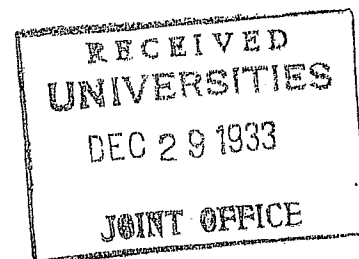
I enclose copy of letter from Mr. Allen of the law firm that handled the Charter for us. You might think this over and we can discuss it next Tuesday.

With New Year greetings, I am

Sincerely yours,

A. E. Armstrong

AEA/S



SHANTUNG

, December 27th, 1933.

Rev. Dr. A. E. Armstrong,
United Church of Canada,
299 Queen Street West,
Toronto.

INDEXED

Dear Dr. Armstrong: Re: Shantung Christian University

With reference to your letters of the 19th and 21st inst., and to our conversation of today, I am writing to set forth what would appear to me to be the main features of the situation from the legal aspect.

1.- The only legal name for the University is "Shantung Christian University". The Board of Governors of the University are not a separate legal entity and do not hold the University's properties, but merely exercise the government, conduct, management and control of the University and its property. In a similar way the Field Board of Managers, (now I understand called the Board of Directors), is not a separate legal entity, but performs such functions as are assigned to it by the Board of Governors from time to time and by-law.

2.- The documents which you have handed me indicate that some of the constituent organizations and missionary bodies, and in particular the Baptist Missionary Society and the American Presbyterian Church, have leased to the University certain properties in China. These leases no

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SHANTUNG

Rev. Dr. A. E. Armstrong, (2)

Dec. 27th, 1933.

doubt are perfectly valid as exhibiting the rights inter se of the University and these constituent missionary bodies.

3.- I gather from the material before me that it has been found advisable to register with the Minister of Education of the National Government of China an organization known as Cheeloo University, the object of which organization would be to carry on the work in China of Shantung Christian University which, but for Chinese regulations, would be able to operate in China under its present name and under foreign control. I also gather that the directing or governing body of Cheeloo University is in reality the body which functions under the Shantung University management as Shantung University's Field Board of Managers or Directors.

From the above facts I would think that from a legal standpoint Cheeloo University is something more than Shantung Christian University under another name. If this is the case and it is desirable for the purpose of complying with Chinese regulations, to have the real estate vested in the Chinese organization, there is no reason why this should not be done.

The only real objection I have to the draft lease which you submitted to me is that it purports to be a lease

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Rev. Dr. A. E. Armstrong, (3)

Dec. 27th, 1933.

from the Board of Governors of Shantung Christian University to the Board of Directors of the same University. This would be objectionable in the first place because the property of the University is not vested in the Board of Governors, and in the second place because the lessor and lessee are the same legal person.

If the situation is as I have outlined it above, I would be glad to be informed as to the correct proper name of the Chinese University. The lease could then be re-drafted naming Shantung Christian University as the lessor and Cheeloo University as the lessee.

I understand that there is a very definite land registry system in China and that proper steps will have to be taken to comply with this system. I presume that Headquarters in New York are familiar with the requirements. In order to protect the title in China I presume it will be necessary to have executed and registered the necessary Chinese documents in accordance with Chinese law.

I shall be very glad to hear from you on your return from New York. I am enclosing an extra copy of this letter in case you wish to leave one with Mr. Garside.

Yours faithfully,

JBA/C
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**RECEIVED
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DEC. 29 1933
JOINT OFFICE**

The United Church of Canada

Board of Foreign Missions

CHAIRMAN

REV. J. E. HUGHSON, D.D.

SECRETARIES

REV. JAMES ENDICOTT, D.D., LL.D.

REV. A. E. ARMSTRONG, D.D.

REV. JESSE H. ARNUP, D.D.

299 QUEEN ST. WEST

TORONTO 2, CANADA

CABLE ADDRESSES:

WESLEYANA, TORONTO

BUTEROS, TORONTO

Jan. 19, 1934.

ack 1/25/34

SHANTUNG

Mr. B.A. Garside,
150 Fifth Avenue,
New York, N.Y.,
U.S.A.

INDEXED

My dear Garside,

I enclose copy of Mr. Allen's letter following upon my sending him proposed copy of By-laws for I do not seem to have a final copy of the By-laws. You will see that he thinks that the Board of Governors can, by By-law, hand over powers with reference to control of the property to the Field Board.

You may think that Mr. Allen is trying to avoid the drafting of a Lease but what he really wants to do is to simplify the matter if at all possible and he thinks that nothing more is necessary than a formal authorization of the Field Board by the Board of Governors since the Board of Governors is not an incorporated body.

At any rate what do you think? We shall just continue patiently to work this thing through to a satisfactory issue.

Sincerely yours,

A. E. Armstrong

AEA/S

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JOINT OFFICE

, January 18th, 1934.

Rev. Dr. A. E. Armstrong,
United Church of Canada,
299 Queen Street West,
Toronto.

Dear Dr. Armstrong: Re: Shantung Christian University

Following our telephone conversation this morning, I am writing to acknowledge receipt of your letter of the 13th instant enclosing copy of Mr. Garside's letter to you of the 8th instant.

I gather that what the Minister of Education of the Chinese Nationalist Government requires is that the properties of the University shall be controlled by a properly constituted Board of Directors and that that Board of Directors be at least substantially located in China and, therefore, subject to control by the Chinese Minister of Education.

I quite appreciate Mr. Garside's point as to the powers of the Board of Governors of the University, especially with reference to the properties of the University. The fact remains, however, that the Board of Governors as such has no corporate entity. The property of the University belongs to the University as a corporate entity and not to the Board of Governors or to any other

Rev. Dr. A. E. Armstrong (2)

January 18th, 1934.

committee or board of the University. The leaseholds in question appear to be vested in the University at the present moment and the question, as I see it, is as to whether those leaseholds are to be controlled by a Board of Governors, which is not directly responsible to the Chinese Government, or by a Board of Directors which, owing to the Directors being located in China, is more or less subject to the Chinese Government.

A simple solution of the question would seem to be as follows: Section 7 of the Act incorporating the University provides that "unless and until other or different provisions are made by the Board" (that is, the Board of Governors) "by the By-laws - (a) the government, conduct, management and control of the University and of the property, revenues, business and affairs thereof shall be exercised by the Board;"

Section 9 provides that there shall be in China a Field Board of managers, (which I now understand is known by the designation of the Board of Directors), and that this Board "shall have the duties and powers from time to time authorized by the Board by By-law". Thus although at the present moment the Board of Governors under the Statute have the control of the University properties,

Rev. Dr. A. E. Armstrong, (3)

January 18th, 1934.

yet the Board of Governors may by By-law delegate those powers to the Field Board of Managers, that is, the Board of Directors. The question, therefore, is as to whether or not the By-laws at the present time delegate these powers to the Directors and that is why I should like to see a copy of the By-laws as they at present exist.

I note in Mr. Garside's letter that "Under Chinese law at least the Board of Directors is clearly recognized as a separate legal entity". If this is so and, of course, as to that I am not able to express any opinion, I suppose a lease could be given by the University to the Chinese corporation comprising the Board of Directors. However, as such a course of procedure would be so foreign to our system of real property jurisprudence we should much prefer, if possible, to see provision made in the By-laws giving to the Board of Directors complete control and management of the University's properties in China.

I am enclosing an extra copy of this letter to be forwarded to Mr. Garside if you should so desire.

Yours faithfully,



JBA/C
ENCLOSURE

SHANTUNG

Cheeloo

January 25, 1934

Dr. A. E. Armstrong
United Church of Canada
299 Queen Street, West
Toronto 2, Canada

INDEXED

My dear Dr. Armstrong:

Let me acknowledge receipt of your letter of January 19th, with the enclosed copy of Mr. Allen's letter of January 18th.

Mr. Allen's letter raises questions with regard to our Cheeloo organization much more important and fundamental than this particular question of the execution of a lease. When Mr. Allen contends that the Board of Governors as such has no corporate entity and therefore is not authorized to execute a lease on property held in the name of "Shantung Christian University" he immediately challenges the validity of most of the actions taken by the Board of Governors since that Board was first organized in 1925. What right, for example, has the Board of Governors to sell endowment securities which are held in the name of "Shantung Christian University"? What right have the Governors to enter into any agreements in the name of the University which are called for in the ordinary course of affairs?

More fundamental still, what is this corporate entity known as "Shantung Christian University"? It is very vague and undefined. As we study the act incorporating Shantung University we find in Article #1 that Alfred Gandier, R. F. MacKay, A. E. Armstrong, J. D. MacRae and E. W. Wright, "together with the persons who may hereafter be members of the board of governors, are hereby incorporated under the name of 'Shantung Christian University'". So far as I know, this group as enumerated has never held a meeting. It has never designated its officers or effected any organization. At the time the Board of Governors was organized and began to function Dr. MacRae was in China. Of those referred to ~~as~~ only yourself and Mr. Wright would be still available. Is it necessary that the men who are on the Board of Governors, and the supervising members of this group enumerated in the charter should assemble from time to time as a group known as "Shantung Christian University" to carry on the business of the corporation?

Or, on the other hand should the Board of Governors of "Shantung Christian University" seek a separate incorporation, so that it may be recognized as a legal entity?

I have always assumed that it is the intent and purpose of the act of incorporation to make the Board of Governors the recognized and authoritative body responsible for carrying on all the duties of the corporation known as "Shantung Christian University." If this is not the case, then we must, as speedily as possible,

1/25/34

present
revise ~~our old~~ administrative procedure.

At the time the English Baptist Board and the Northern Presbyterian Board were drafting their leases of this property, some of us suggested that it would be better to make out the lease to the "Board of Governors of Shantung Christian University" instead of simply "Shantung Christian University." This, we believed, would not only make for clarity and directness in our relations with the Board of ~~Governors~~,^{Directors} but would also avoid such technical difficulties as Mr. Allen has now raised. But the legal advisors of the two mission boards advocated the use of the name "Shantung Christian University" and that was finally adopted.

I am quite willing to ~~negotiate~~^{initiate} inquiries as to the feasibility of adopting Mr. Allen's suggestion that the control of the University property be transferred to the Board of Directors by an amendment to the By-Laws, rather than through the execution of a lease, if this is what is really desired. But we must not lose sight of just what we are undertaking when we make a move in that direction. In the first place it is not desired either by the Governors or the Directors that all of the property of the University be controlled by the Directors. Not only the property occupied by the School of Theology but also certain other designated buildings such as the Kusler Memorial Chapel, the Anglican Hostel, the Anglican Chapel, and possibly other parts of the property are still to be kept under the control of the Governors. It would be very unwieldy to try to stipulate all this in a By-Law, and would be a bit absurd to insert a provision in the By-Laws to the effect that the Board of Directors would be responsible for the management of "the piece of land which for the purposes of identification is more particularly denoted on the plan annexed to these By-Laws and edged green".

Even though these technical difficulties can be overcome the process of amending the By-Laws is apt to be a long and tedious one. We have spent about eighteen months getting the proposed lease ready for execution, and might have similar delays if we now start de novo on a new attempt to revise the By-Laws. It may seem a bit too cynical to add that I would have a secret fear that when this new process was about completed, we might find some new obstacle that would set us off on an entirely different tack. You are ~~well~~^{well} aware of my personal opinion as to the hopeless complexity of our whole Cheeloo organization.

I still adhere to my personal conviction that the simplest and most satisfactory way for us to deal with the matter is to go ahead with the completion of the lease as already proposed. This is in line with the desires of the Board of Directors, and in accordance with the practical exigencies of the situation as it now exists. We must keep in mind not only these purely technical matters of charter and By-Law and terminology but also the fact that we are trying to maintain friendly relations with our Chinese Board of Directors, and with the Chinese Ministry of Education. The University has suffered very serious losses during recent years because of hostility on the part of Chinese government officials and this prolonged delay in the execution of the lease they have requested is already causing a serious embarrassment on the field. If it is not possible, or not desirable, that this lease be executed in the name of "Board of Governors of Shantung Christian University" would it not be possible for us to call a meeting in connection with the Annual Meeting of the Governors in Oxford on June 28th, 1934 of the heretofore unorganized group known as "Shantung Christian University" and have them

1/24/34

execute this lease. Mr. Wright is the only member of this group not on the Board of Governors, and if he could not conveniently attend the meeting he could probably send a proxy.

I do not see quite why the execution of such a lease to the Board of Directors, whether given by the Board of Governors or the corporate body "Shantung Christian University" is in any true sense "foreign to our system of real property jurisprudence." The corporation referred to in the Act of Incorporation as "Shantung Christian University," or "the University" is merely a group of men organized to carry on a university (notice the two entirely distinct meanings of this word as used in the Act) in China, and possessing the authority to do the things necessary to "establish, maintain, and carry on" such an institution.

It seems to me not only quite reasonable, but also within the customary bounds of legal procedure, for such a corporation to lease or sub-lease any or all of its property to a properly constituted group on the field directly responsible for carrying on a certain portion of the corporation's work. Our Boards of Foreign Missions are constantly giving leases to somewhat similar groups on the field and practically all of the Boards of Trustees and Boards of Governors of the other major Christian Universities in China have already executed leases to their Boards of Directors in a form similar to the one we are now proposing. (These other institutions have all had the wisdom to effect incorporation in the name of the governing board, as for example the "Trustees of Yenching University", instead of this confusing use of the name of the institution itself, but otherwise the procedure is the same.).

I trust, therefore, that Mr. Allen will find some way through the mazes of legal red-tape in which this whole proposal has become entangled. We need this lease, and need it without delay.

I am anxious, however, that we shall not lose sight of the much more important question than the execution of this particular document. We must have a clarification of this fundamental question of what the Governors can do and can not do, otherwise the confusion in which our administrative procedure is already involved will become utter chaos.

I enclose a copy of the By-Laws, with all amendments to date, as requested by Mr. Allen.

Very sincerely yours,

B. A. Glasie

BAG:MP

Copy to Mr. Allen

The United Church of Canada

Board of Foreign Missions

299 QUEEN ST. WEST
TORONTO 2, CANADA

CABLE ADDRESSES:
WESLEYANA, TORONTO
BUTEROS, TORONTO

CHAIRMAN

REV. J. E. HUGHSON, D.D.

SECRETARIES

REV. JAMES ENDICOTT, D.D., LL.D.

REV. A. E. ARMSTRONG, D.D.

REV. JESSE H. ARNUP, D.D.

SHANTUNG

INDEXED

February 16, 1934.

ack 2/19/34

Mr. B. A. Garside,
150 Fifth Avenue,
New York, N.Y.

Dear Mr. Garside:

I enclose copy of lease and copy of Mr. Allan's letter in connection therewith. It arrived on the 13th. I was absent for four days with Dr. Stanley Jones in Montreal and Ottawa, hence the delay in forwarding same to you. I am tied up with Dr. Jones' meetings here just now and so send these papers without comment, though I do not know that there is anything that should be said as you will make any comments you wish upon the lease.

You will notice that Mr. Allan has returned the B.M.S. lease to me, but not the copy of the Presbyterian lease, which I suppose is not important being a carbon or stencilled copy, I forget which. I shall await your instructions as to whether or not I should forward the Baptist lease to you.

With best wishes, I am

Yours very sincerely,

A. E. Armstrong

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J. ...

Rev. Dr. A. E. Armstrong, (2)

February 12th, 1934.

of the Chinese Department of Education and care should be taken to see that the document complies with these requirements. From our point of view I think that the sublease should be satisfactory if it follows substantially the enclosed form. I have merely made some changes in the form suggested by Mr. Garside in order to make it clear that the lessor is Shantung Christian University and the lessee is the Chinese University as registered.

I am suggesting that the sublease should be for five years less one day so as to leave a reversion in the lessor.

I trust this will meet Mr. Garside's requirements but if there is anything else that I can do, I shall be very happy to give assistance. I think that Mr. Lindsay has assured Mr. Garside that we have no desire whatever to throw obstacles in the way, but to see as far as we can that the provisions of the act of incorporation are complied with. I am sending an extra copy of this letter for transmission to Mr. Garside.

I am returning herewith the original lease from the Baptist Missionary Society to the University as I presume this should remain with Mr. Garside.

I might remark that the By-laws which were for-

Rev. Dr. A. E. Armstrong, (3)

February 12th, 1934.

warded to me in Mr. Garside's last letter contain under Article 6, Section 4 (4), a statement to the effect that "The Board of Directors shall locally administer and control on behalf of the owners all land, buildings, equipment and other properties used by the University in China". This would appear to be almost wide enough to give the Board of Directors sufficient control over the assets in China to satisfy the Chinese Department of Education.

Yours faithfully,

JBA/C

ENCLOSURE

T H I S L E A S E is made the
day of 193 , BETWEEN Shantung Christian
University, incorporated by Act of the Parliament of Canada
assented to 19th July, 1924, (Statutes of Canada 14 -15
George V, Chapter 99), and whose head office is in Canada
and at present situate at 299 Queen Street West, Toronto,
(hereinafter called the "Lessor"), of the one part; and the
Board of Directors of Cheeloo University, registered in
December, 1931, with the Ministry of Education of the National
Government of China, and whose office is now situate on the
University campus in Tsinan fu, Shantung, China, (hereinafter
called the "Lessee") of the other part.

WHEREAS the Lessor is the lawful lessee of the
portion of land within and without the South suburb wall of
the City of Tsinanfu in the Province of Shantung, North China,
which piece of land is for the purpose of identification more
particularly delineated on the plan annexed hereto and edged
green;

AND WHEREAS buildings have been erected thereon
for the purposes of various schools or colleges of the Univer-
sity, a hospital, student dormitories, staff residences, ser-
vants' quarters and other sundry offices connected therewith;

AND WHEREAS the various premises are required for
purposes connected with the University;

NOW THIS DEED WITNESSETH that the Lessor doth by
these presents sub-lease unto the Lessee all the said piece
of land and premises hereinbefore more particularly described
and for purposes of identification delineated on the plan.

follows:

That if for any reason the Lessee shall cease to function, or break any of the covenants or conditions herein contained, this Lease shall automatically become void and the Lessor shall have power to resume full possession and occupation of the premises.

In any case of dispute the covenanting parties agree to submit the issue to arbitration.

IN WITNESS WHEREOF the Lessor and the Lessee have caused their respective Common Seals to be hereunto affixed the day and year first above written.

BOARD OF GOVERNORS, SHANTUNG CHRISTIAN UNIVERSITY

Attest:

CHAIRMAN

SECRETARY

BOARD OF DIRECTORS, SHANTUNG CHRISTIAN UNIVERSITY

CHAIRMAN

SECRETARY

山東濟南私立齊魯大學

CHEELOO UNIVERSITY

TSINAN, CHINA

校長辦公室
OFFICE OF THE PRESIDENT

28th May, 1935

電報掛號(齊魯)
CABLE ADDRESS: CHEELOO

Mr. B. A. Garside,
150, Fifth Avenue,
New York.

INDEXED

Dear Mr. Garside,

Under separate cover I have sent you a memorandum regarding the property of the University and the following maps and lists:-

- (1) Map - original purchases in name of Presbyterian Board
- (2) Map - original lots inside suburb wall
- (3) Maps - buildings inside and outside suburb wall, one copy each
- (4) List of buildings, one copy
- (5) List of deeds in name of Presbyterian Board

It is my impression that all questions relating to the legal ownership of land have been cleared up. The deeds have all been located and maps corresponding to the deeds showing the original plots of land as purchased have been prepared. It is believed that the information furnished in the memorandum is sufficient to make possible the writing of the leases to the Board of Governors and to the Board of Directors.

I venture the following suggestion as to how the property of the University may be described in the lease:

For the lease by the Baptist Missionary Society Corporation:-

"The land held by the Corporation in the South Suburb of Tsinan, Shantung, and shown on the map attached to this lease as lots numbers six (6), thirteen (13), fourteen (14), fifteen (15), sixteen (16), twenty-two (22), twenty-six (26), thirty-five (35) and forty (40), together with all buildings thereon with their furniture and equipment as now held and used by the Shantung Christian - Cheeloo - University."

For the lease by the A.P.M.N.:-

"all land held by the Board in the South Suburb and south of the South Suburb wall in the neighbourhood of the Hsin Chien Men (), being the land covered by deeds numbered serial numbers one (1) to one hundred and six (106) inclusive, that is to say five (5) lots inside the suburb wall and shown

Answer
6/19/35

MAY 28
1935

on the smaller of the two maps attached to this lease being serial numbers ninety-nine (99), one hundred (100), one hundred and one (101), one hundred and five (105), and one hundred and six (106), together with one hundred lots outside, that is, south of the suburb wall in the neighbourhood of the Hsin Chien Men, and one lot at the east end of Ma An Shan, being serial numbers 1 - 98 inclusive, and one hundred and two, three and four (102-4) as shown on the larger of the two maps attached to this lease, a total of one hundred and six lots with the buildings thereon and their furniture and equipment, as now held and used by the Shantung Christian - Cheeloo - University."

In regard to the protection of the rights of the School of Theology in case the Board of Governors lease the whole property to the Board of Directors of the (registered) University, I offer the following:-

"the land, buildings and equipment named above are leased to the Board of Directors of Cheeloo University provided, and with the understanding, that the Cheeloo School of Theology shall be allowed the unrestricted use, for the period of the lease, of all grounds and buildings used by it at the date of the signing of this lease."

It would seem natural that the original of the lease should be here in Tsinan. In what I have written I have assumed that one copy of each of the maps showing the original plots to which the deeds correspond would be attached to the lease. If such procedure is regarded as correct the written part of the lease could be sent out here and the maps attached in Tsinan, or if that will not do then you can use the copies which we have sent you and other copies of the maps can be provided to go into your files. Naturally there must be two leases to the Board of Governors and one from the Board of Governors to the Board of Directors. But the number of maps sent you is sufficient if they must be attached where the lease is made.

If the distribution between the different offices of the material prepared is not satisfactory it can be made so by sending supplementary copies of such items as are desired.

The long time occupied in the preparation of these documents is by no means to be taken as indicating that the completion of the leases is unimportant. Taking into consideration certain psychological, legal and financial aspects of the case and the long time which has elapsed since the main purchases of land were made I feel that there has been very little, if any, unjustifiable delay. The leases should now be completed as soon as possible.

28.5.35

- 3 -

Mr. Garside

MAY 28
1935

There remain unsettled questions of equities on account of payments for certain building lots as indicated in the memorandum and of ownership of a dozen or so residences built on land for which no payment was made. In addition to these there is the question of a physical separation of property as between the School of Theology and the (registered) University. Perhaps these and possibly other questions may be cleared up in the future but the records available here do not seem sufficiently clear and detailed to give promise of such accomplishment.

Sincerely yours,

L. J. Davies

LJD/GMH

The following is a list of the names of the persons who have been
 appointed to the various positions in the office of the
 Secretary of the Board of Education for the year 1907-1908.
 The names are given in the order in which they were appointed.
 The names of the persons who have been appointed to the
 positions of Secretary and Treasurer are given in italics.
 The names of the persons who have been appointed to the
 positions of Chairman and Vice-Chairman are given in bold
 type. The names of the persons who have been appointed to the
 positions of Members are given in ordinary type.

Secretary: *John A. ...*
 Treasurer: *...*
 Chairman: **...**
 Vice-Chairman: **...**
 Members: ...

RECEIVED
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 JUN 26 1934
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