

1146 EAST 59TH STREET  
CHICAGO, ILL.

F 4 t.  
00917

June 4, 1923

Dear Dr. Butler:

Your note relating to the case of Prof. Merrill is at hand. I cannot undertake to remember verbal conversation of several years back. There may be some guidance in the Latin files of the year in question.

However, the equities of the case seem to me entirely clear. A full professor should not be asked there from another institution, which is under a retiring allowance plan, to his disadvantage so far as that plan is concerned. He should not be worse off there than he would have been had he staid under the

Carnegie plan. In other words - my  
opinion Prof. Merrill should have  
the same retiring allowance as if he  
had been here as long as any of the staff.

Very truly Yours,

H. P. Jackson

Dr. G. D. Benton



F4-f.  
Merrill

June 5, 1923.

My dear Mr. Mattocks:

Thank you for your kind reply to my recent letter concerning the possible amount of retiring allowance in a hypothetical case. In this particular instance the date of birth was January 1, 1860. If there is no change in salary between now and January 1, 1925, which I presume is unlikely, the average amount paid during the last ten years of his service will be \$4,775.

Yours very truly,

N. C. PLIMPTON

Mr. R. L. Mattocks, Actuary,  
Teachers Insurance & Annuity Assn.,  
522 Fifth Ave.,  
New York.



F.H.  
Merrill

June 5, 1923.

My dear Mr. Mattocks:

Thank you for your kind reply to my recent letter concerning the possible amount of retiring allowance in a hypothetical case. In this particular instance the date of birth was January 1, 1860. If there is no change in salary between now and January 1, 1925, which I presume is unlikely, the average amount paid during the last ten years of his service will be \$4,775.

Yours very truly,

N. C. PLIMPTON

Mr. R. L. Mattocks, Actuary,  
Teachers Insurance & Annuity Assn.,  
522 Fifth Ave.,  
New York.



F4 b  
01203

The University of Chicago

Office of the Counsel and Business Manager

June Twenty-nine

1 9 2 3

ROOM 1204, 134 SOUTH LA SALLE ST.

TELEPHONE FRANKLIN 214

ROOM 1838, 230 SOUTH CLARK ST.

TELEPHONE DEARBORN 9312

Mr. E. D. Burton, Resident,  
The University of Chicago.

Dear Mr. Burton:

Referring to your favor of the 22nd, I do not see how the University would be justified in putting any other construction on the contract with Mr. Merrill made with Mr. Hale on the authority of the President than that when Mr. Merrill should retire the Carnegie Rule of 1908 would be applied on the basis of the salary which Mr. Merrill would be receiving at the time of his retirement.

Very truly yours,

*William F. Sullivan*

WH:AG



The University of Chicago

Office of the General and Business Manager

June Twenty-nine

1 2 3

President  
The University of Chicago

Dear Mr. [Name]:

Referring to your favor of the 22nd, I do not see how the University would be justified in putting any other nomination on the ballot with Mr. [Name] who with his role on the authority of the President of the University will should receive the Carnegie Prize of 1908 would be justified on the basis of the many which Mr. [Name] would be receiving at the time of his retirement.

Very truly yours,

W.H.A.



F46

July 25, 1923

August Board Meeting  
AUGUST BOARD MEETING:

(2)

July 25, 1923

Whereas Professor E. T. Merrill has requested a decision as to the retiring allowance to which he will be entitled on reaching the age of sixty-five, and has submitted copies of correspondence which passed between himself and Professor Hale in the year 1908, from which correspondence it appears that Mr. Hale, by the authority of the President, gave to Mr. Merrill assurance that if he came to Chicago he might count upon the same terms of pension in all respects, including the pension to his widow, as those then established by the Trustees of the Carnegie Foundation for its beneficiaries, and, whereas, it appears by consultation of the Bulletin of the Carnegie Foundation for the Advancement of Teaching of the year 1908 that the statute of the Foundation provided in case of an active pay greater than \$1200, a retiring allowance of \$800, increased by \$40 for each \$100 of active pay in excess of \$1200, and for each additional year of service above twenty-five, an increase of 1% of the active pay, and whereas the application of this rule to the salary of Professor Merrill, (namely \$5000) yields the following result:

copy -  
original sent  
to Mr. Plimpton  
7-26-23



August Board Meeting

July 25, 1928

AUGUST BOARD MEETING:

Whereas Professor E. E. Merrill has requested a decision as to the retiring allowance to which he will be entitled on reaching the age of sixty-five, and has submitted copies of correspondence which passed between himself and Professor Hale in the year 1908, from which correspondence it appears that Mr. Hale, by the authority of the President, gave to Mr. Merrill assurance that if he came to Chicago he might count upon the same terms of pension in all respects, including the pension to his widow, as those then established by the Trustees of the Carnegie Foundation for its beneficiaries, and, whereas, it appears by consultation of the Bulletin of the Carnegie Foundation for the Advancement of Teaching of the year 1908 that the statute of the foundation provided in case of an active pay greater than \$1200, a retiring allowance of \$600, increased by \$40 for each \$100 of active pay in excess of \$1200, and for each additional year of service above twenty-five, an increase of 1% of the active pay, and whereas the application of this rule to the salary of Professor Merrill, (namely \$5000) yields the following result:

*Original sent to Mr. Merrill  
7-25-28*

7-25-28



August Board Meeting

(2)

July 25, 1923

Salary ----- \$5000.00

Professor -

October 1 1887 to

December 31, 1924 ----- 37 1/3 years

Excess above 25 years ----- 12 1/3 years

Basal allowance ----- \$ 800.00

40% of excess above \$1200

(viz. \$3800) ----- 1520.00

\$2320.00

Plus 12 1/3% of <sup>5000</sup>~~\$2320~~ ----- <sup>616.67</sup>~~286.13~~

~~\$2606.13~~

\$2936.67

Therefore, it is recommended that the President be authorized to inform Professor Merrill that on January 1, 1925 (that date being his sixty-fifth birthday) he will be entitled to retire on a retiring allowance of \$2606.13.



ANNUAL BOARD MEETING

(2)

July 25, 1923

Salary \$5000.00  
October 1 1887 to  
October 31, 1924 37 1/2 years  
October 1 1924 to  
October 31, 1925 12 1/2 years  
Total 50 years  
Basic allowance \$2000.00  
40% of excess above \$2000.00  
(\$2000.00) 1520.00  
Total \$3520.00  
Plus 1/3 of \$2000.00 666.67  
Total \$4186.67  
Including the pension to his widow, as those who have been  
recommended that the President be  
authorized to inform Professor Merrill that on January  
1, 1925 (that date being his sixty-fifth birthday) he  
will be entitled to retire on a retiring allowance of  
\$2000.00, a retiring allowance of \$2000.00  
increased by 1/3 of each year of service above twenty-five, and  
the total additional year of service above twenty-five, and  
the total of 1/3 of the active pay, and without the application of  
this rule to the salary of Professor Merrill, (namely \$2000.00)  
gives the following result:

July 25, 1923  
Annual Board Meeting  
July 25, 1923



*Merrill* *F-4-f*  
The University of Chicago

FOUNDED BY JOHN D. ROCKEFELLER

The Board of Trustees

OFFICE OF THE SECRETARY  
ELLIS AVENUE AND FIFTY-EIGHTH STREET

August 11, 1923

President E. D. Burton.

Faculty Exchange.

Dear Mr. President:

The Board of Trustees, at its meeting on August 9, adopted your recommendation with reference to the Retiring Allowance of Professor Merrill. Doubtless, you will wish to convey to him the information concerning this matter.

Yours very truly,

*J. Dickinson*  
Secretary.



August 11, 1923

President E. D. Burton.

Faculty Exchange.

Dear Mr. President:

The Board of Trustees, at its meeting  
on August 9, adopted your recommendation with  
reference to the Retiring Allowance of Professor  
Kerrill. Doubtless, you will wish to convey to  
him the information concerning this matter.

Yours very truly,

Secretary.



Merrill F H b

August 30, 1923.

ber 31, 1924. On information from you that I am correct  
My dear Mr. Merrill: will present the matter to the Board  
of Trustees I am very sorry that so much time has been con-  
sumed in obtaining the basis for an answer to your inquiry  
concerning your retiring allowance. The assurance which  
was given you in 1908 was conveyed in an indirect way,  
and involved so much reference to practices other than those  
of our own University, which practices have undergone con-  
siderable change since 1908, that it has required both much  
correspondence and some careful consideration by legal ex-  
perts to determine precisely what amount the University was  
obligated by Mr. Judson's promises to you to pay. As a  
result of these inquiries, however, I am now able to re-  
port to you the action of the Board at its last meeting.  
That you may see both what the decision is and the precise  
grounds on which it is based, I am transmitting herewith  
1) a copy of the recommendation which was adopted by the Board,  
2) the regulations of the Carnegie Foundation for retiring  
allowance which were in force in 1908, 3) and calculations of  
the amount due you upon the basis of the aforesaid regulations.

I have interpreted your communications by telephone  
and writing as an expression of purpose and desire to retire  
at the time suggested in these communications, namely Decem-



August 30, 1923.

My dear Mr. Merrill:

I am very sorry that so much time has been consumed in obtaining the basis for an answer to your inquiry concerning your retiring allowance. The assurance which was given you in 1908 was conveyed in so indirect a way, and involved so much reference to practices other than those of our own University, which practices have undergone considerable change since 1908, that it has required both much correspondence and some careful consideration by legal experts to determine precisely what amount the University was obligated by Mr. Johnson's promises to you to pay. As a result of these inquiries, however, I am now able to report to you the action of the Board at its last meeting. That you may see both what the decision is and the precise grounds on which it is based, I am transmitting herewith 1) a copy of the recommendation which was adopted by the Board, 2) the regulations of the Carnegie Foundation for retiring allowance which were in force in 1908, 3) and calculations of the amount due you upon the basis of the aforesaid regulations. I have interpreted your communications by telephone and writing as an expression of purpose and desire to retire at the time suggested in these communications, namely Decem-



ber 31, 1924. On information from you that I am correct in my understanding I will present the matter to the Board of Trustees for formal confirmation.

I hope you have had a very good summer and that you will soon be returning in health and vigor.

Very truly yours,

Mr. Elmer T. Merrill,  
Box 121, Burbank R.R. 7,  
Los Angeles, Co., Calif.

EDB:CB







The University of Chicago

Office of the President

Plimpton  
Sec. of Carnegie  
1908

President Burton:

You asked that this letter  
be returned to you.

H K P





THE UNIVERSITY OF CHICAGO  
DIVISION OF THE PHYSICAL SCIENCES

President Burton:

Has asked that this letter

be returned to you.

H. E. P.



The University  
of Chicago  
ELMER T. MERRILL

Mr. Shunkin

F4 f.  
335190

Oct. 9, 1923.

Dear Mr. President:

Your kind letter about my retiring allowance, mailed Sept. 1, failed to reach me till just before I returned to Chicago. This was due in part to a small clerical error in the address, but more to the stupidity of some post-office employees in California. Therefore I have not answered it till now.

I am much obliged to you for your care in the matter, and as the case turns out, the delay you mention has caused me no especial inconvenience.

The figuring of the allowance is perfectly correct except in one particular. The computer took for granted that my term of service as full professor began Oct. 1, 1887. As a fact it began Sept. 1. Colleges in California began earlier than those we do here at Chicago. Since your computation is made to the cent, and cents are of even greater importance to me than to the University, I am sure you will pardon me for remarking that that additional month appears to make the retiring <sup>allowance</sup> slightly larger, \$2940.83



F44  
335163

Oct. 9, 1923

Dear Mr. President:

Your kind letter about my retiring allowance, mailed Sept. 1, failed to reach me till just before I returned to Chicago. This was due in part to a small clerical error in the address, but more to the stupidity of our post office employees in California. Therefore I have not answered it till now.

I am much obliged to you for your care in the matter, and as the case stands at the delay your committee has caused me no special inconvenience.

The figuring of the allowance is perfectly correct except in one particular. The committee took for granted that my term of service as full professor began Oct. 1, 1927. As a fact it began Sept. 1. Colleges in California began earlier than those in the East, and since your computation is made to the East, and calls for one of our greater importance to me than to the University, I am sure you will prefer me for remarking that that additional month of service makes the retiring, slightly larger, \$2940.83.



instead of your accountants' figure, \$2936.67.

I might remark that at no time since Sept. 1, 1887, have I been out of professional office.

There is also another element that I had thought might come into the account, when I asked you in my first letter on the subject if I might count on \$3000 retiring allowance.

/ During the last two years of my first term of service at Wellesham (I served first 1883-1886), young as I was, I was left by the physical breakdown and final death of my chief, in charge of the Latin work as "senior officer of the department", part of the work being lifted from my shoulders by the help of an instructor in Greek. My title, according to the custom prevailing there at that time, remained unchanged. But I had as full and independent responsibility as if I had been "professor". No full professor had more. Now service of this sort has in recent years been counted by the Carnegie Foundation as if it were rendered with the title of "professor". Whether under your strict interpretation of the agreement with me it should be so reckoned in, I presume you might hold



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to  
reach  
should

12  
I  
witness of your account's figure, 1893.07.  
I might remark that at no time have  
Oct. 1, 1897, have I been out of professional

your.  
There is also another element that I have  
thought might come into the account, when I  
asked you in my first letter on the subject of  
I might want an \$3000 retainer allowance.

During the last two years of my first term of  
service at Michigan (I began first 1893-1894),  
young as I was, I was left to the physical  
breakdown and final death of my chief, in  
charge of the State work as "Senior Officer of the  
Department", part of the work being left to  
my shoulders by the loss of an institution in  
which, by the way, according to the custom  
prevailing there at that time, numerous exchanges  
But I had as full and independent responsibility  
as if I had been "Professor". No full professor  
had more. The duties of this last has in  
recent years been carried by the Chicago  
Administration as if it were undertaken with the title  
of "Professor". Whether under your strict  
interpretation of the agreement with me I should  
be so regarded in, I presume you might like

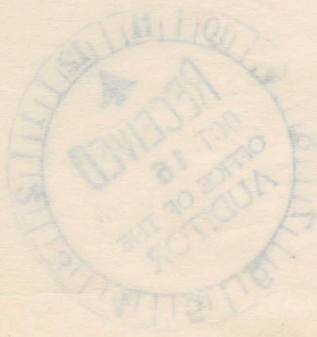


should depend on the question whether it was so reckoned by the Carnegie Foundation at the time your agreement with me was made. On that matter I am not informed, but I suppose you are. At any rate, I had supposed that it might count, and so did not think myself presumptuous in asking whether my retiring allowance would be \$3000, which, rather than the \$4000 your letter mentioned, I thought was the maximum of the Carnegie pension at that time.

I should have mentioned these points to you earlier, had I realized that you were going at once into the <sup>question of the</sup> detailed amount of my allowance, and not merely, at that moment, into the matter of the principle to be followed.

Yours very truly,

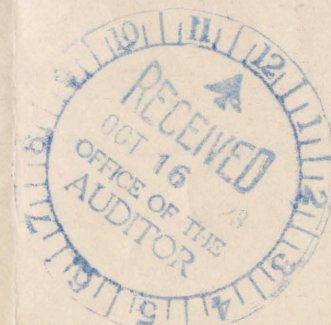
Oliver Truesdell Merrill.





I have been very much interested in the question whether it was  
 as well to have the change of the currency  
 the time your agreement with me was made.  
 On that matter I am not informed, but  
 I suppose you are. At any rate, I have  
 supposed that it might suit, and so have  
 not thought myself justified in asking  
 whether any other arrangement would be \$3000,  
 which, I think, is the \$4000 you have  
 mentioned. I thought was the maximum  
 of the change from the old to the new.  
 I have been very much interested in the fact  
 to your honor, and I suppose that you  
 have gone to see into the details of the  
 of my statement, and not only, at that  
 moment, with the matter of the principle to  
 be followed.

Yours very truly,  
 John Andrew Oliver





F4b

Merrill

November 15, 1923

the last two years of my term of service.

My dear Mr. Keppel:

I am left, by the physical breakdown and final death of

We have a case of a professor who is nearing the

age of retirement, having come to us in 1908 with what

he and we have agreed to interpret as an understanding

that on his retirement he should receive a retiring

allowance not less than that which he could have

received if he had continued in an institution where

he would have been eligible to the retiring allowance

from the Carnegie Foundation and if the rules of the

Carnegie Foundation in force in 1908 had remained

unchanged. In other words, he claims, and we do not

dispute the claim, that his retiring allowance should

be computed now upon the retiring allowance rules of

the Carnegie Foundation in 1908.

I have before me a copy of the rules as published

in Bulletin 2 in 1908. The Professor in question, however,

realized the question whether in accordance with the

practice of the Carnegie Foundation at that time his

period of service as professor should not be counted from

the time at which he began to exercise the functions of

professor, rather than from the time at which he actually

received the title. To quote from his letter, "During

625 Fifth Avenue  
New York City



the last

F+4  
Merrill

November 15, 1933

My dear Mr. Koppel:

We have a case of a professor who is nearing the age of retirement, having come to us in 1908 with what he and we have agreed to interpret as an understanding that on his retirement he should receive a retiring

allowance not less than that which he could have received if he had continued in an institution where he would have been eligible for the retiring allowance from the Carnegie Foundation and if the rules of the

Carnegie Foundation in force in 1908 had remained unchanged. In other words, he claims, and we do not dispute the claim, that his retiring allowance should be computed now upon the retiring allowance rules of

the Carnegie Foundation in 1908.

I have before me a copy of the rules as published in Bulletin 2 in 1908. The Professor in question, however, raised the question whether in accordance with the practice of the Carnegie Foundation at that time his period of service as professor should not be counted from the time at which he began to exercise the functions of professor, rather than from the time at which he actually received the title. To quote from his letter, "During



the last two years of my term of service at .....  
 I was left, by the physical breakdown and final death of my chief, in charge of the Latin work as 'Senior Officer of the Department', part of the work being lifted from my shoulders by the help of an instructor in Greek. My title, according to the custom prevailing there at the time, remained unchanged. But I had as full and independent responsibility as if I had been 'professor.' No full professor had more. Now service of this sort has in recent years been counted by the Carnegie Foundation as if it were rendered with the title of 'professor.' Whether under your strict interpretation of the agreement with me it should be so reckoned in, I presume you might hold, should depend on the question whether it was so reckoned with me at the time when the agreement with the Carnegie Foundation began."

Could you possibly turn this letter over to some assistant who could discover from your records what was the practice of 1908?

The point may seem to you a very small one, but the case is a bit peculiar, and it seems to me desirable that we be able to answer the question which the professor raises.

Very truly yours,

Mr. Frederick Koppel  
 President, Carnegie Foundation  
 522 Fifth Avenue  
 New York City  
 EDB:HP



the last two years of my term of service at .....  
I was left, by the physical breakdown and final death of  
my chief, in charge of the Latin work as 'Senior Officer  
of the Department', part of the work being lifted from  
my shoulders by the help of an instructor in Greek. My  
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the question whether it was so reckoned with me at the time  
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Could you possibly turn this letter over to some  
assistant who could discover from your records what was the  
practice of 1908?  
The point may seem to you a very small one, but the  
case is a bit peculiar, and it seems to me desirable that we  
be able to answer the question which the professor raises.  
Very truly yours,

Mr. Frederick Reppel  
President, Carnegie Foundation  
522 Fifth Avenue  
New York City  
BRH:HP



October 20, 1923

F44  
John Gilbert Bowman  
see 1908  
Carnegie Foundation

President, Univ. of  
Pittsburg -

My dear Mr. Merrill:

I have your letter of October 9  
and am following up the line of inquiry  
which you suggest.

Very truly yours,

MR. E. T. Merrill  
Faculty Exchange

SDB:HP



John Albert Morrison  
see 1908  
University of Chicago

October 30, 1923

Ernestine M. Smith  
Dittsbach -

My dear Mr. Merrill:  
I have your letter of October 8  
and am following up the line of inquiry  
which you suggest.  
Very truly yours,

Mr. E. T. Merrill  
Faculty Exchange

EDB:BP



The University  
of Chicago  
ELMER T. MERRILL

F46

Dec. 17, 1923.

President E. D. Burton,  
The University of Chicago:

Dear Sir:

On the first day of January, 1925, I shall have reached the age of sixty-five years. I therefore ask permission to be placed on the retired list at that date, under the terms of the agreement made with me at the time of my appointment in 1908, and of the discussion that we have had in various letters during the past few months, which letters I presume I do not need more specifically to refer to here.

I perhaps might, however, mention here that retirement at that date was understood ~~here~~ to contemplate that during the summer quarter of 1924 I should take my regular vacation, and during the autumn quarter of 1924 should also be absent on account of my accumulated vacation which dates back to 1909 and 1910, and leaves a month of extra service to be compensated *for* in cash at the time of my retirement.

Yours very truly,

Elmer Truesdell Merrill.



Office of the President  
The University of Chicago  
Chicago, Illinois  
January 17, 1925

Dec. 17, 1925.

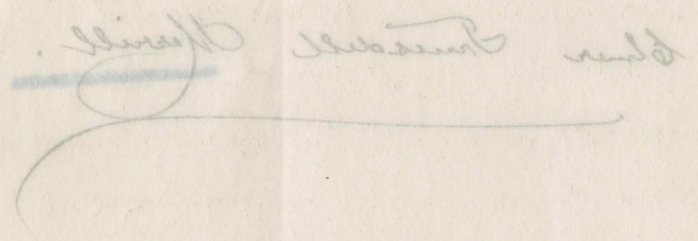
President E. D. Burton,  
The University of Chicago:

Dear Sir:

On the first day of January, 1925, I shall have reached the age of sixty-five years. I therefore ask permission to be placed on the retired list at that date, under the terms of the agreement made with me at the time of my appointment in 1908, and of the discussion that we have had in various letters during the past few months, which letters I presume I do not need more specifically to refer to here.

I perhaps might, however, mention here that retirement at that date was understood ~~to be~~ to contemplate that during the summer quarter of 1924 I should take my regular vacation, and during the autumn quarter of 1924 should also be absent on account of my accumulated vacation which dates back to 1909 and 1910, and leaves a month of extra service to be compensated for in cash at the time of my retirement.

Yours very truly,





Dec. 17, 1923.

Dear Mr. President:

Many thanks for your kind letter of Dec. 10.

But the summary you quoted from the Secretary of the Carnegie Foundation was so curiously out of agreement <sup>with</sup> ~~at~~ my recollection that I went to the Library files and found there that, according to their published documents, the Carnegie people had counted service ~~in~~ under other than the professorial title. I quote from their printed "Rules" of 1913:

"Instructors were made eligible to the benefits of the retiring allowance system.....An instructor is held to be a college or university teacher to whom is assigned independent teaching, etc."

Therefore my recollection was not thus far wrong. But it was wrong in another point. The rule thus quoted was adopted November 18, 1908. That was forty-nine days after my term here began. Therefore you appear to be safe on that point.

In excuse for troubling you so far let me remark that I should not have raised the Carnegie matter at all, if your first letter had not indicated that you were unwilling to apply in my case the provision of your statute (16, paragraph 6, last sentence, regarding "adding a term of years, etc."), and this in spite of the fact that President Judson had told me that I practically need not raise the matter of any special agreement with me, since my case would be taken care of under the terms of the sentence of the Statutes referred to above. As you were going to disregard that, I had no other course left open to me than to appeal to the special agreement. I trust that under the circumstances you will agree that I was justified in so doing, though I am sorry to have made you personally so much trouble in the matter.

I will enclose a formal application for retirement.

Yours very truly,

Elmer Truesdell Merrill



Olds University  
at Chicago  
EDMER T. MERRILL

Dec. 17, 1923.

Dear Mr. President:

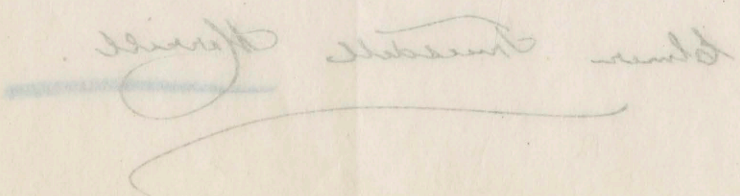
Many thanks for your kind letter of Dec. 10.  
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I will enclose a formal application for retirement.

Yours very truly,





F48

January 2, 1924.

My dear Mr. Plimpton:

I have received from Mr. Merrill his request for retirement to take effect December 31, 1924. January 1st, 1925 is his sixty-fifth birthday. He adds, however, that according to his understanding he will be entitled to his regular vacation in the summer of 1924, and extra vacation in the autumn of 1924 because of accumulated vacation credit, and that he will still be entitled on retiring to compensation in cash for an extra month. Do these expectations correspond to his record on your books? Inasmuch as the difference between the amount of his allowance as finally carefully figured out on the basis of the correspondence with Mr. Hale before he came to the University and the rules of the Carnegie Foundation as in force in 1908, and his expectations based on his interpretation of that correspondence amounts to only \$63.33 a year, I wonder if it would be well to submit to the Board the decision of the question whether he should be paid \$2936.67 a year or \$3000.00.

Very truly yours,

Mr. N. C. Plimpton,  
Office of the Auditor,

EDB:CB



January 2, 1924.

My dear Mr. Rimpston:

I have received from Mr. Merrill his re-

quest for retirement to take effect December 31, 1924.

January 1st, 1925 is his sixty-fifth birthday. He adds,

however, that according to his understanding he will

be entitled to his regular vacation in the summer of

1924, and extra vacation in the autumn of 1924 because

of accumulated vacation credit, and that he will still

be entitled on retiring to compensation in cash for an

extra month. Do these expectations correspond to his

record on your books? Inasmuch as the difference between

the amount of his allowance as finally carefully figured

out on the basis of the correspondence with Mr. Hale be-

fore he came to the University and the rules of the Car-

negie Foundation as in force in 1908, and his expectations

based on his interpretation of that correspondence amounts

to only \$63.33 a year, I wonder if it would be well to

submit to the Board the decision of the question whether

he should be paid \$2936.67 a year or \$3000.00.

Very truly yours,

Mr. W. C. Rimpston,  
Office of the Auditor.

EDB:CB



*NY*  
*Arnett*

The University of Chicago

Office of the Auditor

*F4f*  
*Merrill*

335978

January 3, 1924.

My dear Dr. Burton:

In answer to your letter of January 2 concerning  
Mr. Merrill's request for retirement:

His statement with respect to his vacation credit is correct. Parenthetically I may say this vacation credit was earned many years ago, and obviously resulted in a perversion of the general theory back of the accumulation of extra vacation credit.

I am not quite clear as to the principle with respect to an increase in his retiring allowance over the amount already voted by the Board. As I have said to you previously, I feel confident that all of the factors in the situation are not known. The University had no retiring allowance plan in 1908, nor was there any immediate expectation of provision for the establishment of such a plan. I cannot think that under those conditions Dr. Judson agreed to the payment of a retiring allowance to any person. He may have expressed the hope that by the time the date of retirement should have arrived, the University would be able to grant such retiring allowance. (As I recollect, in the early years of his administration it was Dr. Judson's policy to promise only such things as were provided in the budget.) If in the meantime the University received funds with which a retiring allowance system could be established, and the amount of the



The University of Chicago  
Office of the Director

January 3, 1934.

My dear Dr. Burton:

In answer to your letter of January 2 concerning

Mr. Merrill's request for retirement:

His statement with respect to his vacation credit is correct. Paraphrasing I say that this vacation credit was earned many years ago, and obviously resulted in a deprivation of the general theory back of the accumulation of extra vacation credit.

I am not quite clear as to the principle with respect

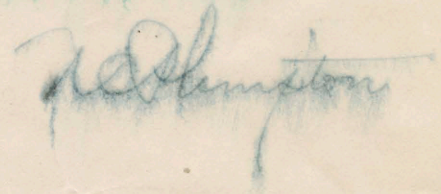
to an increase in his retiring allowance even the amount already voted by the Board. As I have said to you previously, I feel confident that all of the factors in the situation are not known. The University had no retiring allowance plan in 1908, nor was there any immediate expectation of provision for the establishment of such a plan. I cannot think that under those conditions Dr. Johnson agreed to the payment of a retiring allowance to any person. He may have expressed the hope that by the time the date of retirement should have arrived, the University would be able to grant such retiring allowance. (As I recalled, in the early years of his administration it was Dr. Johnson's policy to promise only such things as were provided in the budget.) It is the intention of the University to provide funds with which a retiring allowance system could be established, and the amount of the



retiring allowance should differ from the amount in Mr. Merrill's mind in 1908, I should think that the provisions of the retiring allowance as finally adopted would cover his case.

I wonder if you would care to get Mr. Arnett's re-action on the suggestion of undertaking to secure an increase in Mr. Merrill's retiring allowance over the amount already voted by the Board.

Yours very truly,

A handwritten signature in dark ink, appearing to read "J. D. Burton", is written over the typed name of the recipient.

President E. D. Burton,  
Harper Library.







ack.  
file  
in  
Pupp

The University of Chicago

Department of Physiology

June 13, 1923

F 47 of 1024

My dear Mr. Brewster,

as per your suggestion I have had a second conference with Mr. Single in regard to retiring, on a possible increase in the allowance from \$2400 to \$2700.

Mr. Single is not inclined to retire this year, although he said he would retire if we insisted upon it. He feels that his affairs and plans will be in such shape that he could retire <sup>at</sup> the end of the year 1923-24. I advised him to consider that seriously, and I feel that he will retire at that time without any special pressure.  
Very truly yours A. J. Carlson.

Dr. A. J. Carlson,  
The University of Chicago.

EDB:CB



From

From  
THE OFFICE OF THE PRESIDENT  
THE UNIVERSITY OF CHICAGO

The University of Chicago

Department of Education

June 13, 1913



June 20, 1923.

My dear Mr. Carlson:

Your letter of June 13th  
in regard to Mr. Lingle has been re-  
ceived, and will, of course, be filed  
for future reference.

Very truly yours,

Dr. A. J. Carlson,  
The University of Chicago.

EDB:CB



June 30, 1933.

From

THE OFFICE OF THE PRESIDENT  
THE UNIVERSITY OF CHICAGO  
My dear Mr. Carlson:

Your letter of June 1933

in regard to Mr. Dingle has been re-  
ceived, and will, of course, be filed  
for future reference.

Very truly yours,

Dr. A. J. Carlson,  
The University of Chicago.

EDB:GB



7 FH  
The University of Chicago  
Office of the Adviser of Foreign Students

*Return*  
*Other letters returned*  
*C.B.*  
September 11, 1923.

President E.D. Burton,  
Faculty Exchange.

Dear President Burton:

The enclosed correspondence will show you my situation with reference to my Association Insurance and Retirement Fund.

It seems to me that there are only two possible ways of handling the situation in order to allow me to participate in the benefits mentioned above: First, Let the University pay direct to the Y.M.C.A. the amount which comes to me as Adviser of Foreign Students and let me draw my entire salary from the Y.M.C.A.

Second, Let me receive the amount due me from this source, turn it over to the Y.M.C.A., and draw my entire salary from the Y.M.C.A.

Do you think either of these ways would be satisfactory with the University? I should like to get the matter settled as soon as possible in order that I may be reinstated in the Insurance Alliance and that the matter may be cleared up with the Retirement Fund Office.

Yours very truly,

*B. W. Dickson*



September 11, 1933.

President E.D. Burton,  
Security Exchange.

Dear President Burton:  
The enclosed correspondence will show you my situation with reference to my Association Insurance and Retirement Fund. It seems to me that there are only two possible ways of handling the situation in order to allow me to participate in the benefits mentioned above: First, let the University pay direct to the Y.M.C.A. the amount which comes to me as Adviser of Foreign Students and let me draw my entire salary from the Y.M.C.A. Second, let me receive the amount due me from this source, turn it over to the Y.M.C.A., and draw my entire salary from the Y.M.C.A.

Do you think either of these ways would be satisfactory with the University? I should like to get the matter settled as soon as possible in order that I may be reinstated in the Insurance Alliance and that the matter may be cleared up with the Retirement Fund Office.

Yours very truly,

B. W. Dickinson



F41

September 12, 1923

My dear Mr. Dickson:

I have yours of September 11 with reference to how your salary shall be handled in order to conserve your insurance and retiring fund interests. In regard to this matter I have talked to Mr. Parker over the telephone and he has agreed to the second method as this is simpler to administer. I should be glad to have it settled that this is the method to be pursued, namely that the University should pay you your salary and that you will pay it direct to the Y.M.C.A., the University having official cognizance only of its payment to you.

Very truly yours,

Mr. B. W. Dickson  
Faculty Exchange

EDB:HP



September 10, 1933

My dear Mr. Dickson:

I have yours of September 11 with reference to how  
your salary shall be handled in order to conserve your  
insurance and retiring fund interests. In regard to  
this matter I have talked to Mr. Taylor over the tele-  
phone and he has agreed to the second method as this  
is simpler to administer. I should be glad to have it  
settled that this is the method to be pursued, namely  
that the University should pay your salary and that  
you will pay it direct to the Y.M.C.A., the University  
having official cognizance only of its payment to you.

Very truly yours,

Mr. B. W. Dickson  
Faculty Exchange

WDB:HP



F4b  
335191

The University of Chicago

Office of the Dean of Faculties

October 9, 1923

Memo. to the President.

Retiring allowance of Professor Laing.

At the time of the appointment of Professor Laing last spring no specific arrangement was made with reference to retiring allowance. In view of the long period of service of Professor Laing in his previous membership upon the faculty, it is recommended that his retiring allowance be on the same basis as it would have been if he had continued as a member of the faculty, except that the period of his absence be deducted in computing the length of his service as estimated under 16 b) of the statutes.

~~Very truly yours~~

~~James H. Tufts~~

T.S



385191

The University of Chicago

Office of the Dean of Faculties

October 9, 1933

Memo. to the President.

Retiring allowance of Professor Lasing.

At the time of the appointment of Professor Lasing last spring no specific arrangement was made with reference to retiring allowance. In view of the long period of service of Professor Lasing in his previous membership upon the faculty, it is recommended that his retiring allowance be on the same basis as it would have been if he had continued as a member of the faculty, except that the period of his absence be deducted in computing the length of his service as estimated under 10 (b) of the statutes.

Very truly yours,

James W. Thompson

T.S.



Letter about Dean Laing's  
retiring allowance.

October 15, 1923.

Very truly yours,

With respect to Mr. Laing's retiring allowance  
may I raise the question whether it would be satisfactory  
to Mr. Laing that he come in under the existing statute  
with an added guarantee from the Board of Trustees that his  
retiring allowance should be not less than it would have  
been if he had continued in residence without resigning.

As compared with the proposal which you and I  
discussed the other day this will involve an annual payment  
on the part of Mr. Laing of \$300 a year, but would also on  
the other hand secure the payment to his estate of all the  
several sums of \$300 which he had paid in, and interest  
thereon at 4%, and the equal sums which the University had  
paid in.

The second plan would have the advantage over the  
former of being in accordance with the statutes in the sense  
that it would come under the other retiring allowance plan  
with a supplement to it which the statute permits but does not  
require.

I should think that Mr. Laing might really prefer  
to make the moderate payment of \$300 a year in consideration  
of the benefit to his estate in case of his death before



October 15, 1923.

My dear Mr. Tufts:

With respect to Mr. Laing's retiring allowance may I raise the question whether it would be satisfactory to Mr. Laing that he come in under the existing statute with an added guarantee from the Board of Trustees that his retiring allowance should be not less than it would have been if he had continued in residence without resigning.

As compared with the proposal which you and I discussed the other day this will involve an annual payment on the part of Mr. Laing of \$300 a year, but would also on the other hand secure the payment to his estate of all the several sums of \$300 which he had paid in, and interest thereon at 4%, and the equal sums which the University had paid in.

The second plan would have the advantage over the former of being in accordance with the statutes in the sense that it would come under the other retiring allowance plan with a supplement to it which the statute permits but does not require.

I should think that Mr. Laing might really prefer to make the moderate payment of \$300 a year in consideration of the benefit to his estate in case of his death before



before he

October 15, 1933.

My dear Mr. Tupper:

With respect to Mr. Laine's retiring allowance

may I raise the question whether it would be satisfactory to Mr. Laine that he come in under the existing statute with an added guarantee from the Board of Trustees that his retiring allowance should be not less than it would have been if he had continued in residence without resigning. As compared with the proposal which you and I

discussed the other day this will involve an annual payment on the part of Mr. Laine of \$300 a year, but would also on the other hand secure the payment to his estate of all the several sums of \$300 which he had paid in, and interest thereon at 4%, and the equal sums which the University had paid in.

The second plan would have the advantage over the former of being in accordance with the statutes in the sense that it would come under the other retiring allowance plan with a supplement to it which the statute permits but does not require.

I should think that Mr. Laine might really prefer to make the moderate payment of \$300 a year in consideration of the benefit to his estate in case of his death before



before he is sixty-five.

Very truly yours,

Mr. James H. Eufts,  
The University of Chicago.

EDB:CB



before he is sixty-five.

October 18, 1923.

Very truly yours,

Mr. James H. Butler,

With reference to Mr. Butler's letter of the 10th inst.

may I raise the question whether it would be satisfactory

Mr. James H. Butler,  
The University of Chicago.

with an exact guarantee from the Board of Trustees that the

trustee's allowance should be not less than it would have

been if he had continued in residence without resigning.

As compared with the proposal which you and I

discussed the other day this will involve an annual payment

on the part of Mr. Butler of \$500 a year, but would also on

the other hand secure the payment to his estate of all the

several sums of \$500 which he had paid in, and interest

thereon at 4%, and the annual sum which the University had

paid in.

The second plan would have the advantage over the

former of being in accordance with the contract in the letter

that it would come under the other trustee's allowance plan

with a guarantee to it which the trustee would have had

with the

I am sure that Mr. Butler will find this proposal

to be more satisfactory than the one of \$500 a year in consideration

of the benefits to the estate in case of his death.



F4b

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Nov. Bd.

In view of Mr. Laing's long previous membership on the Faculty of the University, and his return to the University after a brief service elsewhere, the President recommends that, on the understanding that Mr. Laing will make the payments called for under the contributory allowance plan, he be given assurance, that in the event of his death at or after reaching the age of sixty-five years, the pension to his widow, or in the event of his retirement under the Statutes, his retiring allowance, shall not be less than it would have been if he had continued in residence without resigning.



Mr. Laing

In view of Mr. Laing's long previous

membership on the Faculty of the University, and his  
return to the University after a brief service elsewhere,  
the President recommends that, on the understanding that  
Mr. Laing will make the payments called for under the  
contributory allowance plan, he be given assurance, that  
in the event of his death at or after reaching the age  
of sixty-five years, the pension to his widow, or in  
the event of his retirement under the Statutes, his  
retiring allowance, shall not be less than it would  
have been if he had continued in residence without  
resigning.



The University of Chicago

Office of the Auditor

Laing

October 19, 1923.

My dear Mr . Tufts:

With reference to the statute on Contributory Retiring Allowances as related to the case of Mr. Laing, as the statute reads it appears clear that Mr. Laing is required to participate in the Contributory Retiring Allowance plan. After consultation with the President, he suggests that even though Mr . Laing has not made application for the usual retiring allowance policy, five per cent of his salary up to a maximum of \$300 . per year be withheld from the monthly payments pending adjustment of the whole matter. Will you please advise me promptly if you see any objection to this method of procedure?

Yours very truly,

W. D. Huntington

Mr . J. H. Tufts,  
Faculty Exchange.



The University of Chicago

Office of the Provost

*Long*

October 19, 1923

My dear Mr. Tamm:

With reference to the statute on Contributory  
Retiring Allowances as related to the case of Mr.  
Loring, as the statute reads it appears clear that  
Mr. Loring is required to participate in the  
Contributory Retiring Allowance plan. After  
consultation with the President, he suggests that  
even though Mr. Loring had not made application  
for the usual retiring allowance policy, five per  
cent of his salary up to a maximum of \$300. per  
year be withheld from the monthly payments pending  
adjustment of the whole matter. Will you please  
advise me promptly if you see any objection to this  
method of procedure?

Yours very truly,

Mr. J. H. White

Faculty Exchange