

# **Minutes of the special meeting of the Executive Committee of the Board of Regents of the University of Wisconsin: June 6, 1932. 1932**

Madison, Wisconsin: Board of Regents of the University of  
Wisconsin System, 1932

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*Intercept  
6/16/32  
Submitted  
Read*

SPECIAL MEETING OF THE EXECUTIVE COMMITTEE

Madison, Wisconsin

Monday, June 6, 1932, 3 P.M.

PRESENT: Regents Callahan, Sholts; President Frank, Business Manager Phillips, Secretary McCaffrey.

Regent Sholts was called in under the provisions of Section 9, Chapter 3 of the By-Laws.

*from file* ✓ The Business Manager presented the final form of contract with the Badger Broadcasting Company. It was

VOTED, That the contract <sup>as follows</sup> be approved and that the Business Manager be authorized to sign it. (~~Copy attached.~~)

*Agreement made this*

President Frank reported upon the temporary employment of geological aids for the summer of 1932 and it was

✓ VOTED, That the list in Recommendation No. 7 of the Business Manager, in the minutes of the meeting of the Executive Committee of May 27, 1932 <sup>p. 9</sup> be approved, except in the case of K. O. Rawson, who is to be paid \$85 per month, and Louis Gottschalk, who is to be paid \$95 per month.

The meeting

A D J O U R N E D.

M. E. McCaffrey,

Secretary.

AGREEMENT made this 7<sup>th</sup> day of ~~May~~<sup>June</sup>, 1932, by and between the Badger Broadcasting Company, a corporation of Madison, Wisconsin, hereinafter referred to as the Company, and the Regents of the University of Wisconsin, hereinafter referred to as the Regents, WITNESSETH:

WHEREAS on the 19th day of April, 1932, a lease was entered into by and between William Sinaiko and Pauline Sinaiko, his wife, of Madison, Wisconsin, and Silver Springs Company, Inc., a corporation of Madison, Wisconsin, and the Badger Broadcasting Company, a corporation of Madison, Wisconsin, under which the following described property, located in Dane County, Wisconsin, was leased, demised and let unto the Badger Broadcasting Company, its successors or assigns:

Beginning at a point in the center of the Fish Hatchery Road where the North line of the South One-half ( $S\frac{1}{2}$ ) of the North-east Quarter ( $NE\frac{1}{4}$ ) of Section Thirty-Four (34) Township Seven North (7N) Range Nine East (9E) intersects said center line; thence Westerly along said North line of the South One-half ( $S\frac{1}{2}$ ) of the North-east Quarter ( $NE\frac{1}{4}$ ) of Section Thirty-Four (34) to the intersection of said line with a line running north and south through a point Sixty-Four (64) feet East of the South end of the East wall of the brick building occupied as a bottling plant by Silver Springs Bottling Company, Inc.; thence South on said North and South line a distance of Three Hundred and Sixty (360) feet; thence Easterly and parallel to said North line of the South One-half ( $S\frac{1}{2}$ ) of the North-east Quarter ( $NE\frac{1}{4}$ ) of Section Thirty-four (34) to the North line of the right of way of the Chicago and Northwestern Railway Co.; thence Northeasterly along said right of way a distance of Four Hundred and Fifty-five (455) feet to its intersection with the center line of the Fish Hatchery Road; thence North along said line a distance of Seventy-three (73) feet to the place of beginning, being a part of Section Thirty-Four (34), Township Seven (7), North, Range Nine (9) East.

to have and to hold until June 11, 1940, and subject to the covenants, conditions and stipulations therein contained, and

WHEREAS the Regents desire to purchase the towers, buildings, and all other radio broadcasting equipment on said premises belonging to said Badger Broadcasting Company, and to have the use and occupation of said premises until the expiration date of said lease.

NOW, THEREFORE, in consideration of the sum of Three Thousand and Nine Hundred and Ninety-Nine Dollars (\$3,999.00) paid by the

Regents to the Company, the receipt thereof is hereby acknowledged:

1. The Company hereby sells and assigns to the Regents the radio towers on said premises. And, in consideration of the sum of One Dollar (\$1.00) paid by the Regents to the Company, the receipt thereof is hereby acknowledged, the Company does by these presents sell and assign all of its interest in the buildings and radio broadcasting equipment on said premises, and assigns, transfers and sets over unto the Regents a certain indenture of lease bearing date the 19th day of April, 1932, made by William Sinaiko and Pauline Sinaiko and Silver Springs Company, Inc. to Badger Broadcasting Company of the premises hereinbefore described with all and singular the premises therein mentioned and described and the buildings thereon, together with the appurtenances, to have and to hold the same unto the said Regents of the University of Wisconsin, its successors and assigns, from the date hereof and during all of the remainder of the term mentioned in said indenture of lease.

2. The Company agrees to furnish to the Silver Springs Company all broadcasting required of it to be furnished by said lease and shall not be entitled to any compensation or recompense for the performance of such service (other than the consideration herein recited) from the Regents, and to protect and save harmless the Regents from any claim for damages by reason of the Company's failure to furnish such broadcasting service.

3. The Regents agree to pay all taxes required to be paid by the Company by the said lease, namely, all taxes on the transmitter house and one-half the taxes on the leased land.

4. The Regents agree to comply with all covenants, conditions and provisions in said lease contained with the exception of the provisions relating to the radio advertising set forth in said lease.

5. In case the said lease should be terminated within four years from the date hereof because of the failure of the Company to comply

with the provisions relating to radio advertising, the Company agrees to return and pay over to the Regents the full sum of Three Thousand Nine Hundred and Ninety-Nine Dollars (\$3,999.00); if the lease should be terminated because of the Company's default as aforesaid at any time between four years and six years from the date hereof, the Company agrees to pay over and return to the Regents the sum of Two Thousand Dollars (\$2,000); if the lease should be terminated because of the Company's default as aforesaid at any time between six years and eight years from the date hereof the Company agrees to return and pay over to the Regents the sum of One Thousand Dollars (\$1,000). It is understood and agreed that in no case shall the Regents be liable in damages or otherwise to William Sinaiko and Pauline Sinaiko and/or Silver Springs Company, Inc. for any default on the part of the Company.

IN WITNESS WHEREOF the said The Regents of the University of Wisconsin have by J. D. Phillips, Business Manager, and the said Badger Broadcasting Company has by William T. Evjue, its President, and Tom C. Bowden, its Secretary, signed and sealed the foregoing contract, and affixed their corporate seals the day and year first above written.

(Seal)

THE REGENTS OF THE UNIVERSITY OF WISCONSIN (Seal)

Signed and Sealed  
in Presence of:

By

J. D. Phillips

Business Manager

Alfred N. Peterson

W. E. McCaffrey

BADGER BROADCASTING COMPANY (Seal)

Signed and Sealed  
in Presence Of:

By William T. Evjue

President

Glenn D. Roberts

Countersigned

W. E. Walker

Tom C. Bowden

IN CONSIDERATION that the Regents of the University of Wisconsin enter into the foregoing contract with the Badger Broadcasting Company, the undersigned severally agree that if the said Regents shall become entitled to a refund for part or all of the cash consideration of the foregoing lease and contract, under the provisions of paragraph numbered five thereof, because of a termination of the lease between the Badger Broadcasting Company and William Sinaiko, Pauline Sinaiko, and the Silver Springs Company, Inc. caused through the failure of said Badger Broadcasting Company to give radio advertising as agreed, and such Badger Broadcasting Company fails to make repayment of the whole or a part of the refund then the undersigned agree to pay Twenty Hundred Twenty-two Hundred Fiftieths (2000/2250) of such sum as is legally due said Regents on the following basis:

The Capital Times Company guarantees the repayment of Fifteen Hundred Twenty-two Hundred Fiftieths (1500/2250) thereof, and the Wisconsin State Journal Company guarantees the repayment of Five Hundred Twenty-two Hundred Fiftieths (500/2250) thereof.

These guaranties are several and one guarantor shall in no wise and under no circumstances be liable for the default of the other, and the liability of each shall be specifically and solely limited to the percentage of the refund which each has agreed to pay as herein specified.

IN WITNESS WHEREOF said The Capital Times Company has caused this agreement to be signed and sealed by William T. Evjue, its President, and H. D. Sage, its Secretary, and the Wisconsin State Journal Company has by E. P. Adler, its President, and A. M. Brayton, its Secretary, signed the foregoing guaranty and affixed their corporate seals this 7<sup>th</sup> day of <sup>June</sup> ~~May~~, 1932.

Signed and Sealed  
in Presence Of:

Glen D. Roberts  
W. E. Walker

(Seal)

THE CAPITAL TIMES COMPANY (Seal)

By William T. Evjue  
President

Attest H. D. Sage  
Secretary

THE WISCONSIN STATE JOURNAL COMPANY (Seal)

By E. P. Adler President

Attest A. M. Brayton Secretary

Signed and Sealed  
in Presence Of:

Wm. L. Dondua  
Eleanor M. Resh

The foregoing guaranties are accepted by the Regents of the University of Wisconsin upon the distinct understanding that said guaranties are several and not joint, and that the percentage of responsibility for any refund to which the University is entitled shall be limited in the case of the Capital Times Company to Fifteen Hundred Twenty-two Hundred Fiftieths (1500/2250) of such refund, and in the case of the Wisconsin State Journal Company to Five Hundred Twenty-two Hundred Fiftieths (500/2250) of such refund.

Dated <sup>June</sup> ~~May~~ 14, 1932.

(Seal)

THE REGENTS OF THE UNIVERSITY OF WISCONSIN

By J. D. Phillips Business Manager