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EASTERN DISTRICT OF LA
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

JENNIFER LESLIE, JESSICA ROBERTS, *
NICOLE L. HEIGH, MICHELLE *
SHIPLEY, MIRANDA MERRIMAN, *
LAUREN MAGNUSON, FAITH G. *
SIMMONS, JORDAN LAMFERS, *
NICOLE HUTCHINSON, PAIGE GOLD, *
SALLY BALCH HURME, CHRISTINA *
STOKES JACOBS, MARLA CUSTARD, *
BARBARA ANNE ZINKER, DANNETTE *
ILENE SULLIVAN, LAURA STANLEY *
VAN DE PLANQUE *

CIVIL ACTION NO.
06-1331
SECTION
JUDGE
MAGISTRATE **SECT. J MAG 1**

VERSUS *

THE ADMINISTRATORS OF THE *
TULANE EDUCATIONAL FUND, *
D/B/A TULANE UNIVERSITY, and *
DOES 1-100 *

* * * * *

Complaint

Plaintiffs Jennifer Leslie, Jessica Roberts, Nicole L. Heigh, Michelle Shipley,
Miranda Merriman, Lauren Magnuson, Faith G. Simmons, Nicole Hutchinson, Paige
Gold, Sally Balch Hurme, Christina Stokes Jacobs, Jordan Lamfers, Marla Custard,
Barbara Anne Zinker, Dannette Ilene Sullivan, and Laura Stanley Van De Planque, by
their undersigned attorney, for their Complaint allege as follows:

Nature of Action

1. This action is brought to seek redress and protection of the rights of Plaintiffs as third party beneficiaries to a contract formed between Josephine Louise Newcomb, founder and benefactor of the H. Sophie Newcomb Memorial College (“Newcomb College” or “Newcomb”), and the Administrators of the Tulane Educational Fund (“the Board” or “the Tulane Board”). Because Defendant Board of Administrators has announced its intention to close Newcomb College and divert funding dedicated to support of the college, the contract would be breached and the rights of Plaintiffs under the contract would be severely violated if this action is allowed to occur. Therefore, Plaintiffs bring this action in law and in equity seeking specific performance, restitution, and creation of a constructive trust.

Jurisdiction and Venue

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C.A. § 1332. Plaintiffs and Defendants are citizens of different states, and the amount in controversy is in excess of \$75,000.00, exclusive of interest, fees and other costs.
3. This Court has personal jurisdiction over Defendant Tulane Board because its principal place of business is 6823 St. Charles Avenue, New Orleans, Louisiana 70118.

Parties

4. Plaintiffs are citizens of California, Georgia, Virginia, Kentucky, Indiana, Washington, Missouri, Connecticut, Texas, Tennessee, and New York.

5. Plaintiffs are prior, present, and future third party beneficiaries of The Founding Contract, and the mission of Newcomb College. Plaintiffs Leslie, Roberts, Heigh, Shipley, Merriman, Magnuson, Simmons, Lamfers and Hutchinson are undergraduate students of Newcomb College. Plaintiffs Gold, Hurme, Jacobs, Custard, Zinker, Sullivan, and Van De Planque were donors to Newcomb College in the period 2004-2005.
6. Defendant, the Tulane Board, is a nonprofit organization incorporated under the laws of Louisiana and doing business in Louisiana under the name of Tulane University.
7. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein as Does 1 through 100 inclusive, and therefore sues these Defendants by such fictitious names. Plaintiffs will amend this complaint to allege their true names and capacities when ascertained. Each of the defendants named as a Doe is responsible in some manner for the damages suffered by Plaintiffs as alleged hereinafter. Plaintiffs are informed and believe, and on that basis allege, that at all times mentioned herein, each Defendant, including each fictitiously named Defendant, was the agent, servant, representative, or employee of each other Defendant, and was acting within the scope and authority as agent, servant, representative, or employee, and with the permission, consent, authorization, and ratification of each other Defendant.

Factual Background

The Founding Contract

8. The Tulane Board and Josephine Louise Newcomb established Newcomb College under a contract dated November 9, 1886 (the “Founding Contract”) (See Exhibit A, attached and incorporated by reference). Newcomb College was founded and has continued to the present according to the Founding Contract’s terms and conditions, which have only been modified by implication to recognize changes in public policy and the law since 1886 with respect to segregation.
9. The essential purposes of the Founding Contract were to create an appropriate memorial to Mrs. Newcomb’s deceased daughter, H. Sophie Newcomb, and to provide higher education to, and for the benefit of, girls and young women. Only Mrs. Newcomb’s letters and her legacy can speak for her now.

The Threatened Action by the Board

10. In the aftermath of Hurricane Katrina, on or about December 8, 2005, the Board approved a Renewal Plan that calls for changes in the organizational structure and strategy for the future of Tulane University (“Tulane”). The plan specifies that these changes be implemented in time for the 2006 fall semester.
11. One of the most dramatic changes under the Renewal Plan would be the dismantling of H. Sophie Newcomb Memorial College, the coordinate college for women that has been operated as a separate college within Tulane since 1886. Newcomb was the first degree-granting women’s college in the nation founded within a university, and it served as a model for other coordinate colleges such as Barnard at Columbia and Douglass at Rutgers.
12. Newcomb is a fully accredited college granting bachelors’ degrees in arts, sciences, and fine arts. By implementing the undergraduate college aspect of the

Renewal Plan as it pertains to Newcomb, and by eliminating its women's college, Tulane would operate only one co-educational undergraduate college.

13. Following the December 8, 2005 vote on the Renewal Plan, the Board appointed a task force "to redefine how the Newcomb and Tulane College names, as well as their endowments, will be used to support the new collegiate structure." The task force is scheduled to make its recommendations to the Board on March 16, 2006. On information and belief, Plaintiffs allege that the task force will recommend that the Board establish an institute, "an academic center that draws women students and all faculties from across the university in a dynamic, interdisciplinary program designed to enhance women's education at the university." This institute would operate as an enhancement to the undergraduate college, but would have no academic standing of its own.
14. On information and belief, Plaintiffs allege that the task force will also recommend, and the Board will be asked to vote approval,

that the Newcomb Institute and its activities be supported by the income derived from the Newcomb unrestricted endowments, i.e., Newcomb College Programs, 1886 H. Sophie Newcomb Memorial Fund, Nancy Reeves Dreux Chair in Women's Studies Fund, the 1909 Newcomb General Endowment Fund, and the other endowment funds with unrestricted income. In addition, the income from the funds known as 'The Newcomb Foundation' and 'The Newcomb Endowment' and other appropriate donor-restricted funds shall be allocated for use through The Newcomb Institute in accordance with the terms of any and all gifts.

15. On information and belief, Plaintiffs allege that the Board will also be asked to eliminate funding for Newcomb College by voting for changes to Article VII of the Charter and Bylaws of the Administrators of the Tulane Educational Fund ("the Charter"). This article currently states in pertinent part that "Board dedicates Two Million Dollars (\$2,000,000) of University funds functioning as

endowment to the Newcomb Foundation” in order to “demonstrate its commitment to the special goals of Newcomb College.”

16. The Founding Contract inextricably intertwines the funds of the Newcomb Foundation and other funds dedicated as endowment, with the degree-granting institution for women and girls known as “H. Sophie Newcomb Memorial College.” Therefore, the Tulane Board does not have the authority to unilaterally and summarily redefine the name and endowment of Newcomb College or to divert its funding to other uses within the university. For this reason Plaintiffs bring this claim to prevent the Board from taking any action that would breach the contractual relationship, deflect dedicated funds from the college and the fulfillment of the college’s mission, or implement the undergraduate aspect of the Renewal Plan as it relates to Newcomb College.

Why Plaintiffs must bring this action

17. In the face of the anticipatory breach inherent in the Board’s stated intentions, enforcement of the Founding Contract falls to the third party beneficiaries stipulated in the contract, the women and girls who have always benefited from Newcomb College.

18. That Mrs. Newcomb and the Tulane Board intended for Newcomb College to be a separate college within Tulane University, to be maintained through her founding gift for the dual purpose of being an appropriate memorial and of educating and benefiting young women, is beyond dispute. Mrs. Newcomb’s subsequent gifts and the bequest under her will amounting to a total of \$3,500,000, demonstrate her intent of providing support for the degree-granting college.

19. The documents that constitute the Founding Contract make this very clear. In her letter of donation, to the Tulane Board dated October 11, 1886, Mrs. Newcomb stated in pertinent part:

In pursuance of a long cherished design to establish an appropriate memorial to my beloved daughter, H. Sophie Newcomb, deceased, I have determined . . . to intrust [sic] to your Board the execution of my design. Feeling . . . a strong desire to advance the cause of female education in Louisiana . . . , I hereby donate to your Board the sum of \$100,000, to be used in establishing the H. Sophie Newcomb Memorial College, in the Tulane University of Louisiana, for the higher education of . . . girls and young women.

20. This letter to the Tulane Board was enclosed in her transmittal letter to Col. Wm. Preston Johnston, the president of Tulane at the time. There, she stated in relevant part:

In accordance with the enclosed letter of donation, to the Administrators of the Tulane Educational Fund, -- which please forward to them, and for the purpose, of fully carrying out my wishes as herein expressed. I now enclose you my check . . . for the sum of One Hundred Thousand Dollars (\$100,000) and which amount is to be applied by the same mentioned President and Administrators, for establishing, and maintaining -- The H. Sophie Newcomb Memorial College, -- in the Tulane University of Louisiana, for the higher education of . . . Girls and young . . . women. I sincerely trust, the Institution may be an honor, and a Credit, to the Memory of My Dear Child; and a blessing to all who may enjoy or participate in its Educational advantages.

21. At the regular monthly meeting of the Tulane Board on November 9, 1886, the two aforementioned letters from Mrs. Newcomb were written into the minutes. Resolutions accepting the gift and agreeing to the terms and conditions attached to the gift were also written into the minutes. The resolutions state:

Resolved, that the Administrators of the Tulane Educational Fund accept the gift of One Hundred Thousand Dollars (\$100,000) made to them by Mrs. Josephine Louise Newcomb for the purpose of establishing the "H. Sophie Newcomb Memorial College in the Tulane University, for the higher education of . . . girls and young women."

Be it further resolved that the gift is accepted under the terms and conditions expressed in the letter of Mrs. Josephine Louise Newcomb, addressed to the Administrators of the Tulane Educational Fund on the Eleventh of October, eighteen hundred & Eighty-Six.

Be it further resolved, that not only the foregoing letter of Mrs. Josephine Louise Newcomb, but also the letter by her addressed to Colonel Wm Preston Johnston of the Eleventh of October, Eighteen hundred and Eighty-Six, be read in the minutes of the Board and the originals be preserved among its archives.

Be it further resolved, That the Administrators of the Tulane Educational Fund will carry out with fidelity and to the best of their ability the wishes and plans of the donor of this sacred and munificent gift.

Be it further resolved, that this Board accepts the gift not only with a profound sense of gratitude to Mrs. Newcomb, but also with deep conviction as to the wisdom and utility of the good work founded by her. That in undertaking the high duties which the donation imposes, the members of this Board trust that with the aid of Divine Providence they will be able to perform them as to fully realize the noble purposes of Mrs. Newcomb—the opening to young women of a higher sphere of culture and usefulness in life.

22. The resolutions were adopted by motion duly made and seconded to confirm and ratify them. Thus, the Tulane Board entered into the Founding Contract, subject to the terms and conditions of Mrs. Newcomb's letters of transmittal and donation, for specific purposes as a memorial to her daughter, H. Sophie Newcomb, and for the benefit of girls and young women. Tulane President Johnston reported at the end of Newcomb College's first year of operation: "It is the aim of this college to offer to the young women of Louisiana and the adjoining states a liberal education, similar to that now given to young men by Tulane University, and to the young women also by other institutions of the first rank in distant parts of the United States."

23. The Tulane Board continues to be bound by the terms and conditions of the Founding Contract to this day. Nothing that the Tulane Board says or does can obviate the Founding Contract. Mrs. Newcomb's subsequent gifts between 1886 and 1901, when she died, were made in reliance upon the continuation of the college as a separate institution in the university.
24. Mrs. Newcomb included the Board in her last will and testament. (Exhibit B.) Under the terms of her will, the bequest to the Administrators was given with the understanding that the \$2,000,000, her entire fortune, would be dedicated to the maintenance and continuation of Newcomb College, a coordinate college in Tulane University, for the education and benefit of young women.
25. Although Newcomb College has yielded in the past to changing times and prevailing conditions, it remains, as President Johnston noted "a female college of the first rank." Despite the vagaries of the passage of time, Newcomb College continues its excellence through important indicia of separateness: its own dean, its own degrees and diploma, its own programs, its own alumnae association, its own foundation to administer funds, its own name and its own funds, endowed and functioning as endowment.
26. The Tulane Board's stated rationale in the Renewal Plan for implementing a single co-educational undergraduate college includes no discussion of Newcomb College at all, nor any consideration of the implications of abolishing it. Except to say that admissions to Newcomb College will be suspended in the fall of 2006, the Tulane Board is silent on the justifications for its disregard for its obligations

under the Founding Contract and of Mrs. Newcomb's express wishes, stated repeatedly in her words, writings, and actions.

27. The Tulane Board offers no advantage to be gained in the wake of Hurricane Katrina from eradicating Newcomb College, its history and its traditions, and the good will of its students and graduates. Indeed, the evidence is quite to the contrary: highly qualified applicants are turned away from admission to Newcomb College every year, Newcomb College is financially self-sustaining, and its endowments and funds functioning as endowment total more than \$35,000,000. In fact, the vast majority of comments submitted to the task force strenuously object to the implementation of the undergraduate college aspect of the plan that includes the obliteration of Newcomb College. Many of the comments raise these same salient points.
28. The commendable reforms and initiatives set forth in the undergraduate college aspect of the Renewal Plan can be carried out as well or better by keeping Newcomb College intact. Viable alternatives have been presented to the task force, the administration, and the Board to no avail. Renewing Tulane University does not require destroying Newcomb College.
29. While the aftermath of Hurricane Katrina is real and the impact of the storm upon Tulane University and all of its colleges has been significant, it cannot be said that Hurricane Katrina rendered the Founding Contract null and void. It remains in full force and effect and must be enforced.

30. Plaintiffs believe that the Tulane Board can remain faithful to its obligations under the Founding Contract within the basic framework and spirit of the Renewal Plan.
31. On or about March 1, 2006, Plaintiffs' predecessor-in-interest, The Lawyers' Committee for H. Sophie Newcomb Memorial College, acting pursuant to LA. CIV. CODE ANN. art 1978, sent to the Board of Administrators a Letter of Demand to Cease and Desist (Exhibit C.), notifying the Board of its legal obligations under the Founding Contract and putting the Board on notice that the rights of third party beneficiaries were being asserted and that any attempt to unilaterally dissolve the Founding Contract would constitute a breach of contract in violation of Louisiana law. The letter also sought a meeting "to discuss a viable alternative that would ...avert adversity."
32. The Board, through its chairman, refused the committee's offer to meet in person. (Exhibit D.)

Count 1: Anticipatory Breach

33. Plaintiffs incorporate by reference each and every allegation contained in paragraphs 1 through 32 inclusive, as though fully set forth herein.
34. Any proposed action by the Board of Administrators to dissolve the institution known as the H. Sophie Newcomb Memorial College, to apply the name of this memorial to any institution other than the college established by Josephine Louise Newcomb and the Administrators of the Tulane Educational Fund, or to divert funds dedicated to the support and continuation of that institution and its mission

as a degree-granting college, will be in breach of its Founding Contract, which mission continues to this day.

35. Plaintiffs have no adequate remedy at law. The conduct of Defendants as described, if not enjoined, will cause severe irreparable harm and damage to Plaintiffs and to the rights of Plaintiffs who have detrimentally relied and continue to rely on the promise of Newcomb College to provide educational opportunity. These young women came to Newcomb rather than attending other colleges because of the knowledge that a Bachelor of Arts, Bachelor of Science, or Bachelor of Fine Arts degrees from Newcomb College has great meaning and distinction.

Count 2: Failure of Consideration and Anticipatory Breach

36. Plaintiffs incorporate by reference each and every allegation contained in paragraphs 1 through 35 inclusive, as though fully set forth herein.

37. During the years 2004-2005, several Plaintiffs made monetary donations to Tulane University, directing that the funds be allocated to Newcomb College. Defendants represented, through notices on their contribution envelopes and other fundraising materials, that these funds would go toward Newcomb College and its programs, present and future. By accepting Plaintiffs' contributions to Newcomb College on the basis of and subject to these representations, Defendants entered into binding contracts with the Plaintiffs ("Donor Contracts") to use the contributed funds for these specific purposes.

38. Defendants' implementation of the undergraduate aspect of the Renewal Plan as it relates to Newcomb College will constitute a material breach of the Donor Contracts.
39. Plaintiffs who made donations to Newcomb during 2004-2005 intend service of summons of this Complaint to serve as notice of rescission of their Donor Contracts if the undergraduate aspect of the Renewal Plan as it relates to Newcomb College is implemented.

Count 3: Breach of Fiduciary Duty

40. Plaintiffs incorporate by reference each and every allegation contained in paragraphs 1 through 39 inclusive, as though fully set forth herein.
41. Plaintiffs are informed and believe, and on that basis allege, that one of Defendants' purposes in dismantling Newcomb College is to divert Newcomb funds, both endowed and funds functioning as endowment, to other Tulane programs. A significant portion of the funds functioning as endowment can be traced back to the original gifts of Josephine Louise Newcomb. At the time Mrs. Newcomb made the gifts and executed her will, she was promised and assured that the funds entrusted to the Tulane Board would be administered and used to continue and maintain Newcomb College for the education and benefit of young women according to her wishes.
42. Defendants' diversion of these funds to any other use would constitute a breach of their fiduciary duties of loyalty and care with respect to the funds entrusted to them and which they administer under the terms and conditions of the Founding

Contract and of Mrs. Newcomb's will. Such breaches would cause irreparable injury, damage and loss to the third party beneficiaries of the Founding Contract and of the will, including the Plaintiffs.

43. Plaintiffs have no adequate remedy at law. Unless Defendants are enjoined from transferring use of the funds away from Newcomb College to other uses, Plaintiffs will suffer irreparable loss and damage.

Demand for Judgment

44. With respect to Count 1 of the Claim, Plaintiffs demand specific performance under the Founding Contract. Plaintiffs also seek preliminary and permanent injunctions to prevent Defendant Board of Administrators from taking any action that would contravene the Founding Contract and dismantle Newcomb College.

45. With respect to Count 2 of the Claim, Plaintiffs demand restitution of the funds they donated to Newcomb College during the years 2004-2005, if the relief requested with respect to Count 1 is not granted.

46. With respect to Count 3 of the Claim, Plaintiffs demand a judgment ordering Defendants to place in constructive trust for benefit of the Newcomb Foundation all property and assets of Newcomb College, including but not limited to funds functioning as endowment, or any property acquired with those funds.

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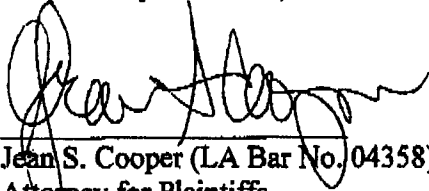
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47. With respect to Counts 1, 2, and 3, Plaintiffs also seek attorneys' fees and other costs of this action.

Respectfully submitted,

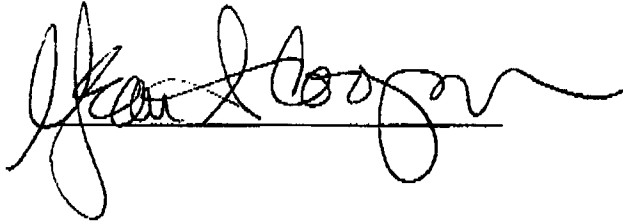


Jean S. Cooper (LA Bar No. 04358)
Attorney for Plaintiffs
3642 Magazine Street
New Orleans, Louisiana 70115
Phone 520-577-7431

4621 N. Camino Campero
Tucson, AZ 85750

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served upon all counsel of record by hand delivery/personal service this 15th day of March, 2006.

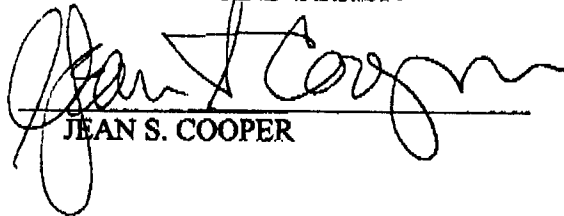


AFFIDAVIT

STATE OF ARIZONA)

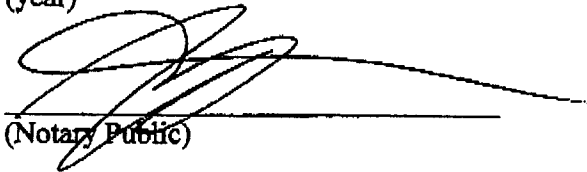
PIMA COUNTY)

JEAN S.COOPER, BEING DULY SWORN, ON OATH DEPOSES THAT SHE IS THE ATTORNEY FOR THE PLAINTIFFS IN THIS CASE, AND THAT SHE HAS PREPARED AND READ THE FOREGOING COMPLAINT AND KNOWS THE CONTENTS THEREOF AND THAT THE MATTERS AND THINGS MENTIONED ARE TRUE TO THE BEST OF HER KNOWLEDGE AND BELIEF.


JEAN S. COOPER

Sworn to and subscribed before me this 15 day of March
(date) (month)

2006
(year)


(Notary Public)

KASEY GONYAW
Notary Public - Arizona
Pima County
Expires 11/30/09

AFFIDAVIT

STATE OF LA
PARISH OF Orleans

I, Emily Greenfield, declare and state as follows:

- I have personal knowledge of the matters set forth below and, if called as a witness, would testify thereto, except as to the matters stated on information and belief, and as to such matters I believe them to be true.
- On February 22, 2006, I requested that the Tulane University Archives department grant me permission to photocopy the following documents:
 - A letter of donation from Josephine Louise Newcomb, to the Tulane Board, dated on or about October 11, 1886;
 - The minutes of the monthly meeting of the Board of Administrators of the Tulane Educational Fund, dated on or about November 9, 1886.
- The Tulane University Archives department granted me access to the aforementioned documents. The Archives department then requested and was given permission by the Board of Administrators for the documents to be photocopied at my expense. Attached are true and accurate copies of the documents that were made that day.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.



Emily Greenfield

Sworn to and subscribed before me this

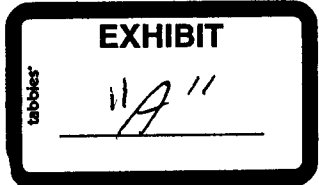
14th day of March, 2006.

Notary Public

Print Name Here:

Atty. Bar Roll No. or Notarial

MARGARET L. SUNKEL
NOTARY PUBLIC
STATE OF LOUISIANA
LOUISIANA STATE BAR # 25888
MY COMMISSION IS ISSUED FOR LIFE.



H. Sophie Newcomb Memorial College

time to the care of her fortune, which by reason of her shrewd foresight and direction, grew rapidly, waiting for the time when it would be sufficient for the purpose she held before her. Nevertheless, she did not withhold assistance when an appeal touched her sympathies. Being an ardent Episcopalian, she gave freely and often to the support of her church, and, as became a native of the South, she was heartily in accord with all reasonable efforts to rebuild its waste places. She gave \$20,000 to the Washington and Lee University, in Lexington, Va., for the Library building, and founded a school for poor sewing girls in Charleston, S. C., besides making a number of smaller contributions to the upbuilding of the South, without having as yet found the proposal which satisfied her desire for a suitable memorial. The building of a church, of a hospital, a college building, and other offerings were considered and rejected. It was at this opportune moment that she received a letter from Mrs. Ida A. Richardson of New Orleans, calling her attention to the recent establishment of Tulane University,

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The Founder of Newcomb College

and the desirability of a college for women in connection with it. Shortly afterwards, Col. William Preston Johnston, the President of Tulane, visited New York, called upon Mrs. Newcomb, and persuaded her to found this college for women as a memorial to her daughter, donating for the purpose of initiating it the sum of one hundred thousand dollars. She gave it with the remark that this amount was large enough in case of failure, and small enough to allow additions in case of success. Colonel Johnston accepted these words as a sort of promise of future aid; the sequel proved that he was not mistaken. The letter of donation was as follows:

New York City, October 11, 1886.

Messrs. Randall L. Gibson, Chas. E. Fennet, James McConnell, T. G. Richardson, Edward D. White, Edgar H. Farrar, P. N. Strong, Benjamin M. Palmer, Samuel H. Kennedy, Walter R. Sandler, Cartwright Eustis, Henry Ginder, John T. Hardie, Robert M. Walmisley, William F. Haley, John N. Galleher, Joseph C. Morris, Samuel D. McEnery, Warren Easton, and J. V. Guilloite, the Administrators of the Tulane Educational Fund.

Gentlemen: In pursuance of a long cherished design to establish an appropriate memorial of my be-

— 9 —

H. Sophie Newcomb Memorial College

loved daughter, H. Sophie Newcomb, deceased, I have determined, at the instance of my friend, Col. William Preston Johnston, to intrust to your Board the execution of my design.

Feeling a deep personal sympathy with the people of New Orleans and a strong desire to advance the cause of female education in Louisiana, and believing also that I shall find in the board selected by the benevolent Paul Tulane the wisest and safest custodian of the fund I propose to give, I hereby donate to your Board the sum of \$100,000, to be used in establishing the H. Sophie Newcomb Memorial College, in the Tulane University of Louisiana, for the higher education of *white* girls and young women.

I request that you will see that the tendency of the institution shall be in harmony with the fundamental principles of the Christian religion, and to that end that you will have a chapel or assembly room in which Christian worship may be observed daily for the benefit of the students. But I desire that worship and instruction shall not be of a sectarian or denominational character. I further request that the education given shall look to the practical side of life as well as to literary excellence. But I do not mean in this my act of donation to impose upon you restrictions which will allow the intervention of any person or persons to control, regulate, or interfere with your disposition of this fund, which is committed fully and solely to your care and discretion, with entire confidence in your fidelity and wisdom.

Invoking the favor of Divine Providence for your

—\$ 10 —

The Founder of Newcomb College

guidance in the administration of the fund, and for your personal welfare,

I am, very respectfully, your obedient servant,
JOSEPHINE LOUISE NEWCOMB.

As shown by the date, the gift was made in 1886, nearly sixteen years after the death of her daughter, and in October, 1887, the College doors were opened to students. From the first, Mrs. Newcomb was pleased with the success of the enterprise, and gave further sums of money as needed for the purchase of adjoining property, of necessary equipment, for the decorations of the "chapel" and reception room and other useful matters, and added fifty thousand dollars to the permanent fund. As will be narrated more fully in the "Story of Newcomb" she furnished the money for the purchase and improvement of the Burnside Place, for several buildings on the Washington Avenue site, and for other purposes, and, by her will, left her entire fortune to the College, with the exception only of a few minor bequests, thus increasing the total given to more than three and a half million dollars.

—\$ 11 —

BOARD OF
ADMINISTRATORS
MULANE EDUCATIONAL
FUND

them as to fully realize the noble purposes of Mrs
Newcomb - the opening to young women of a
higher sphere of culture and usefulness in life

Be it further resolved, that the President of
this Board, the Honorable P. L. Gibson be
requested to transmit to Mrs Newcomb, a copy of
these resolutions.

The Finance
Committee was authorized to invest the fund of
One hundred thousand Dollars received from Mrs
Newcomb, and President Johnston was directed
to formulate a plan for the St. Sophie Newcomb
Memorial College, and to report the same
at the next meeting.

Then the meeting adjourned
Judge White acting as secretary.

MINUTES No. 1
1881-1887

New Orleans Nov 9th 1886

The regular monthly meeting was held
this evening at 7:30 PM

President, Randall L. Gibson, presiding -
present, Messrs Fennel, McConnell, Strong, Naudie
Richardson, Ginder, Walmsley, Stauffert.

Minutes
Minutes of the meeting of June 8th were read &
approved.

The following preamble and resolutions
were offered by Judge Fennel, viz
Whereas at an informal meeting of this Board held on
the 15th October 1886, at which a quorum was not
present by reason of absence of members from the
City. The following communications were presented.

and the succeeding resolutions were adopted.

New York City Oct 11/59

Wm. Randall L. Gibson, Charles E. Fennet, James
McConnell, J. D. Richardson, Edward D. White, Edgar
H. Farrar, P. N. Strong, Benjamin M. Palmer, James
H. Kennedy, Walter R. Stauffer, Cartright Curtis
Henry Ginder, John J. Hardie, Robert M. Malumet
William J. Hahnij, John W. Gallaher, Joseph C.
Morris, Samuel D. M. Enry, Warren Easton, and
J. V. Guilloffe, The Administrators of the Tulane
Education Fund

Gentlemen

In pursuance of a long cherished
design to establish an appropriate memorial of
my beloved daughter: H. Sophie Newcomb, de-
ceased, I have determined at the instance of my
friend Colonel Wm. Preston Johnston, to entrust to your
Board the execution of my design.

Feeling a deep personal sympathy with the
people of New Orleans, and a strong desire to advance
the cause of female education in Louisiana, and
believing also that I shall find in the Board selected
by the benevolent Paul Sillane, the wisest and safest
custodian of the fund I propose to give, I hereby do-
-nate to your Board the sum of One hundred Thousand
Dollars, to be used in establishing the H. Sophie
Newcomb Memorial College, in the Tulane University
of Louisiana for the higher education of white
girls and young women.

I request that you will see that the tendency
of the institution shall be in harmony with the
fundamental principles of the Christian religion.

and to that end, that you will have a Chapel or assembly room in which Christian worship may be observed daily for the benefit of the Students. But I desire that the worship and shall not be of a sectarian or denominational character.

I further request that the Education given shall look to the practical side of life, as well as to literary Education. But I do not mean in this my act of donation to impose upon you restrictions which will allow the intervention of any person or persons to control, regulate, or interfere with your disposition of this fund, which is committed fully and solely to your care and discretion with entire confidence in your fidelity and wisdom.

Invoking the favor of Divine Providence for your guidance in the administration of this fund, and for your personal welfare;

I am very Respectfully
Your obedient Servant
Josephine Louise Newcomb

18 West 25th Street
New York October 11, 1886

Col. Wm. Preston Johnston
Dear Col

In accordance with the enclosed letter of donation to the Administrators of The Tubane Educational Fund, which please forward to them, and for the purpose of fully carrying out my wishes, as herein expressed, I now Enclose you my check to the order of Gen^l Randall Gibson, President, on the United States Trust Company of this City for the sum of One Hundred Thousand

dollars (\$100,000), and which amount is to be applied by the same mentioned President, and Administrators, for establishing and maintaining "The St. Sophie Newcomb Memorial College" in the Tulane University of Louisiana, for the higher education of White girls, and young white Women. I sincerely trust the "Institution" may be an honor and a credit to the memory of my dear Child, and a blessing to all who may enjoy or participate in its Educational advantages.

Dear Col. do please to remember my earnest request of you - until all is completed, this gift is to remain a secret as to the donor.

Wishing you every success in the carrying out of this Charity, and believing that you fully understand my wishes and desires in regard to the same

I am sincerely your friend
J. L. Newcomb

Resolved, that the Administrators of the Tulane Educational Fund accept the gift of One Hundred Thousand Dollars (\$100,000) made to them, by Mrs. Josephine Louise Newcomb for the purpose of establishing the "St. Sophie Newcomb Memorial College" in the Tulane University of Louisiana, for the higher education of white young girls and young women.

Be it further resolved that the gift is accepted under the terms and conditions expressed in the letter of Mrs. Josephine Louise Newcomb, addressed to the Administrators of the Tulane Educational Fund, on the Eleventh of October, eighteen hundred & Eighty Six.

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Be it further resolved, that not only the foregoing
letter of Mrs Josephine Louise Newcomb, but also the
letter by her addressed to Colonel Wm Preston Johnston
of the Eleventh of October, Eighteen Hundred and Eighty
Six, be spread on the minutes of the Board and the
originals be preserved amongst its archives -

Be it further resolved, That the Administrators
of the Tulane Educational Fund will carry out with
Fidelity and to the best of their ability the wishes
and plans of the donor of this sacred and munificent gift

Be it further resolved that this Board accepts
the gift not only with a profound sense of gratitude
to Mrs Newcomb, but also with deep conviction as to
the wisdom and utility of the good work, founded
by her. That in undertaking the high duties
which the donation imposes, the members of this Board
trust that with the aid of Divine Providence they will
so be able to perform them as to fully realize the
noble purposes of Mrs Newcomb - the opening
to young Women of a higher sphere of Culture and
Usefulness in life

Be it further resolved, That the President
of this Board, the Honorable N L Gibson be
requested to transmit to Mrs Newcomb, a copy
of these resolutions

Tulane University

New Orleans La October 15-1886.

Mrs Josephine Louise Newcomb
New York City

Dear Madam

I have the honor to ack-
nowledge the receipt of your letter of October 11th

to the Administrators of the Tulane Educational Fund
 With your letter was also received a check for
 One Hundred thousand (\$100,000) Dollars, given by
 you to establish in Tulane University, "The
 Sophie Newcomb Memorial College for the
 Higher Education of White girls and young women"

At a meeting of the Administrators of the
 Tulane Educational Fund, this day held, resolutions
 accepting your magnificent gift were adopted, a copy
 of which resolutions is herewith sent you.

Uniting our aspirations with your own for
 the guidance of the Administrators by the Providence
 of God, in the performance of their duty under
 the great trust confided by you to them, and praying
 that your days may be lengthened to witness the
 fruits of your undertaking.

I am, with great respect,

Your most obedient servant
 Randall Lee Gibson
 President of the Administrators
 of the Tulane Educational Fund

Here continues Judge Fimmers resolutions
 and whereas it is desirable, that this action should be
 confirmed and ratified by a regular meeting of the Board
 with a full quorum present.

Be it resolved that the proceedings above referred to
 be now fully confirmed & ratified & said resolutions be
 now again adopted & the whole spread upon the
 minutes of the Board.

The resolutions were seconded by Mr. McConell
 and adopted