

22351 Wana Ave
Dearborn, Mich
Sept. 11, '42.

Dear Mr. Allen,

Again I send my best wishes to the Physical Education Staff at K. U. who I presume are in full swing by now or will be very soon.

I'm very happy in my new position here in Dearborn, but who wouldn't be under the circumstances. The Edison Institute really has opportunities for students and teachers that are comparable to none other in the world. Of course, they're not what you'd call a progressive school and I've had to step back some 20 years in order to fit into the picture; but I believe the administrators are intelligent

thro 2 yrs of college (college for boys only) I teach swimming once a week to all grades (1st grade thro H.S.), have P.E. twice a week for grades 4 thro 9, once a week for grades 10, 11, + 12, and rhythms twice a week for grades 1, 2 + 3.

Mr. Lovett teaches the dancing for grades 4 thro H.S., but plans to retire very soon and leave the load on Joe, my co-worker, and me.

I'm no longer a janitor. When I have a badminton or valley ball class, I go into this beautiful gym where the nets are up, teach my class, go back to my office and the nets take care of themselves. A colored maid in the shower room sees that everyone gets dressed, suits taken care of and hair dried before the students go back to other classes.

I'm on the playground from 12:00 to 12:30 for noon recreation then have a free lunch at the Clinton Inn

enough that they may be educated on a few of the newer ideas of education. Some wasn't built in a nite, so I'll handle the situation with gloves on.

I turned down an offer at Duluth State Teachers which in salary was as good as here and it was a bit hard to turn down since my ambition has been to get into a college or university. However, I have ego enough to believe that I can still get a college job if I so desire after I've enjoyed this environment for awhile.

I have a huge gym, a beautiful swimming pool, and Lovett Hall, the 3rd most beautiful ballroom in the Nation with an orchestra provided for all rhythm work I do.

The enrollment is limited to around 300 from kindergarten

on the village.

I have no P.T.A. or festivals, ^{and} such to take me back every nite. I, later, will have a nite class for the alumni girls who work on the village. That will be one nite a week. Every afternoon from 4:00 - 5:00 I have activities for the H.S. + Jr. Hi. G.A.A. girls. They're all so enthused ^{and} eager for instruction that the hour will be a pleasure.

It is a full schedule, but all of the students are so cooperative that I can hardly believe it's a real thing.

I came to work 4 weeks ago. My predecessor was here for 2 weeks. I was instructed to follow her around and see what was being done for summer recreation ^{and} what could be done in school. As far as work was concerned, I didn't learn my salt, ^{and} I felt a bit guilty when I drew my pay for the first 2 weeks

Last week I chaperoned 9 Jr. Hi girls at Mr. Ford's cottage on Lake Huron 185 miles north. They were a swell group to be with. The Ford Motor Co. furnished transportation, gave us a new station wagon to use while we were there ^{and} paid all gas & oil for us to go to the Lumberman's monument, Silver Valley, ^{and} other places of interest within driving distance of the cottage. A cook was provided, too. All it cost the girls was their food. It was really a great way for me to get acquainted, have fun, draw pay & have all expenses paid. I plan to take a group of Sr. girls there for a week - end very soon.

We're hoping to be able to put on a good camping program there next summer, but of course gas & tires may be a drawback as another rumor is out that gasoline will be rationed here before Oct. 1.

The boys P.E. job is still open there. If you know of anyone who would be interested in it let me know.

What has happened to the recent K.U. grads? No doubt they all have jobs if they want them.

Tell Miss Hoover I'll write her soon. You might let her read this & I won't need to describe this Utopia again.

If any K.U. people ever venture this direction, I'd be very happy to have them drop in for a visit and see the unbelievable. I still feel that the reason for my being here dates back to my days at K.U. and the credit goes to the P.E. Staff there for the fine training and inspiration I got. Again, thanks to all of you. and may you have a happy year. Sincerely
Ruth Baker.

I spent an enjoyable 6 weeks at the U. of Wisconsin this past summer taking dancing, rhythms, golf, swimming, etc & say nothing of the swimming & sailing on Lake Mendota.

I suppose Alice Padew is back in Salina. She had a chance at my job in Battle Creek, but turned it down. I'm sorry she did for I know it has more to offer than Salina even tho it didn't mean a raise in salary right now for her. I took a cut to go to B.C. 2 years ago and have never regretted it.

I had a letter from a girl in B.C. today asking for help for 4th & 5th grade P.E. So, the Supt. has asked me to offer suggestions to my successor there. I plan to go over this week and do what I can for her.

1302 Elizabeth Waters Hall
Madison, Wisconsin
July 2, 1942.

Dear Dr. Allen.

I wish to thank you for the fine recommendation you gave me when writing the Red Cross; however, I hope they'll be none too hasty in calling upon me. When they first wrote & suggested I go for overseas recreation, I wrote that I wasn't interested but would reconsider if they didn't get enough volunteers. They wrote back that my name had been given the Eastern Branch of the Red Cross & I'd be asked to serve in Continental Hospitals. I'm really, at present, not interested in that work, but will gladly offer my services if volunteers are scarce.

I feel that my position at Dearborn affords wonderful opportunities and as far as salary is concerned I certainly can't get excited about the Red Cross. Since I arrived here, Pres. Sorenson of Duluth State Teachers College came to see me in regards to a fine position there. My life ambition being to do college or university work, I was thrust between fires & had to make a choice. After much consideration, I've decided to stay with the Dearborn position. I'm sure it will afford opportunities and experiences that I could never get elsewhere; and if later I desire college work, I think I can get it. I may be optimistic, but it's my feeling.

I'm enjoying my work here but with 2 Dance Technique courses, Rhythmical Form & Analysis, Childrens Rhythms, and swimming, I'm going to be hunting a place that rents or sells wheel-chairs before long. I plan to add Golf to the list next week. It may all result in a need for a

rest cure at the end of 6 weeks but I rather doubt it. Since only the Rhythm courses are for credit, I'll drop an activity course if I find myself growing old too fast.

I understand Alice Paden was called to Wash. D.C. for an interview with the Red Cross. I haven't heard the outcome of it. Several of my N.Y.U. classmates are already in the Red Cross service & others are just waiting for an interview. No doubt the \$225 per mo. salary is intriguing to most of them. As long as Henry Ford's money holds out, I can't be enthused over the Red Cross offer; however again I say I appreciate your kindness and effort in writing the fine recommendation for me.

With best wishes for a happy, successful summer session, I remain

Sincerely

Ruth Baker
1302 Eliz. Waters Hall
Madison, Wis.

I wish you had some of this cool weather. It has been actually cold here for 2 days. Maybe I'm a sissy.

ATLAS ATHLETIC Equipment Company



MANUFACTURERS OF GYMNASIUM AND TRAINING EQUIPMENT

ED. C. STEFFEN, PRESIDENT
BRUNO J. TEACH, GENERAL MANAGER

4439 MANCHESTER AVE.
ST. LOUIS, (10) MO.

TELEPHONE
NEWSTEAD 6550-6551

Aug. 24, 1943.

Mr. Forrest C. Allen,
Dir. of Phys. Education,
Varsity Basketball Coach,
University of Kansas,
Lawrence, Kansas.

Dear Coach Allen:

We have your request for quotation sheet of Aug. 18th and also your letter of Aug. 19th regarding the Push Ball situation.

In regard to the request for quotation, we have quoted on the items which we manufacture and are sending the quotation sheet direct to you, rather than the State Business Manager; in accordance with the instructions clipped to the top of the sheet. Inasmuch as this quotation sheet is going to you, we have not enclosed our Certified Check for 5% of the amount of the Bid. However, if you wish us to forward this check either to you or the Business Manager at Topeka, please notify us and we will be very glad to do so.

We have quoted on hairfelt filled mats only, as it is our impression from past dealings, that you are more interested in this type of mat, rather than the cheaper Fibatex or sisal filled mats.

In regard to the Push Ball we wish to state that the same situation exists in regard to the new Push Ball, as to a bladder for your old leather push ball. We are unable to manufacture any push balls at this time and have neither push balls nor bladders in stock.

We are getting out a new catalog which eliminates this item and we are sorry that you were misled by its appearance in our Bulletin No. 15.

We thank you very much for your continued interest in our equipment and look forward to the pleasure of serving you, on the items which we have quoted.

Yours very truly,

V. E. Hofstetter
V. E. HOFSTETTER, Sales Dept.

VEH-im

August 18, 1943.

Mr. V. E. Hofstetter,
Sales Department,
Atlas Athletic Equipment Co.,
4439 Manchester Ave.,
St. Louis (10), Mo.

Dear Mr. Hofstetter:

Thank you for your letter of August 5th replying to our inquiry about a bladder for the leather Push Ball that we have here.

I notice in your Bulletin No. 15 you have listed a 6 ft. Canvas Shell Push Ball. I am wondering if this has a rubber bladder, and if it is detachable. If so, perhaps we could insert one of these bladders in our leather ball. Or, it might be possible to put the entire canvas shell inside the leather cover.

I would appreciate it if you would quote prices on your Canvas Shell and Rubber Fabric Shell Push Balls, six feet in diameter, with bladder included.

Very sincerely yours,

FCA:AH

Director of Physical Education,
Varsity Basketball Coach.

ATLAS ATHLETIC Equipment Company



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ED. C. STEFFEN, PRESIDENT
BRUNO J. TEACH, GENERAL MANAGER

4439 MANCHESTER AVE.
ST. LOUIS, (10) MO.

TELEPHONE
NEWSTEAD 6550-6551

Aug. 5, 1943.

Coach Forrest C. Allen,
University of Kansas,
Lawrence, Kansas.

Dear Coach Allen:

Thanks for your welcome letter of Aug. 4th.

However, we regret that we are unable to furnish Push Ball Bladders, an item which we manufactured in the past.

Push ball bladders require fresh, crude rubber and the Rubber Branch of the W.P.B. does not permit the production of this item, regardless of top Preference Ratings.

So sorry that we cannot serve you. Almost everything else in our Billetin can be supplied and we are looking forward to hearing from you again.

Yours very truly,

A handwritten signature in cursive script that reads 'V. E. Hofstetter'.

V. E. HOFSTETTER, Sales Dept.

VEH-im

August 4, 1943.

Mr. J. W. Hussey,
Atlas Athletic Company,
4439 Manchester Ave.,
St. Louis, Missouri.

Dear Mr. Hussey:

We have a six-foot leather Push Ball which we desire to use for our Army and Navy classes in physical training. However, the bladder has disintegrated, and I am wondering if you can supply us with a new bladder. I am sure we can get the necessary priorities, if you desire.

Will you kindly quote your price on the attached bid sheet and return at your early convenience?

Thanking you, I am

Sincerely yours,

Director of Physical Education,
Varsity Basketball Coach.

FCA:AH

August 17, 1943.

Mr. V. E. Hofstetter,
Sales Department,
Atlas Athletic Equipment Co.,
4439 Manchester Ave.,
St. Louis (10), Mo.

Dear Mr. Hofstetter:

We have delayed in sending through our requisition for wrestling mat covers due to the fact that we were uncertain as to whether the Navy officials stationed here were going to obtain the same thing. Inasmuch as we are giving physical training to the Navy V-12 students we desired to conserve on equipment as much as possible. However, they do not know when they might get the mat covers, and we have sent the requisition through our University business office for the covers. We have recommended that the purchase be made from your firm.

Very sincerely yours,

Director of Physical Education,
Varsity Basketball Coach.

FCA:AH

ATLAS ATHLETIC Equipment Company



MANUFACTURERS OF GYMNASIUM AND TRAINING EQUIPMENT

ED. C. STEFFEN, PRESIDENT
BRUNO J. TEACH, GENERAL MANAGER

4439 MANCHESTER AVE.
ST. LOUIS, (10) MO.

TELEPHONE
NEWSTEAD 6550-6551

August 9, 1943

Mr. Forrest C. Allen,
Dir. of Phys. Ed.,
Varsity Basket Ball Coach,
University of Kansas,
Lawrence, Kansas.

Dear Mr. Allen:

May we have your decision on the
Canton Flannel Wrestling Mat Cover Quotation
which we mailed you on July 19 th? Have you
received the sample of the Covering? Is there
any further information you desire which we
failed to supply?

Since there is such a scarcity
of materials we think it would be wise for you
to act quickly.

Won't you let us hear from you?

Yours very truly,

V. E. Hofstetter
V. E. HOFSTETTER, Sales Dept.

VEH-maf

ATLAS ATHLETIC Equipment Company



MANUFACTURERS OF GYMNASIUM AND TRAINING EQUIPMENT

ED. C. STEFFEN, PRESIDENT
BRUNO J. TEACH, GENERAL MANAGER

4439 MANCHESTER AVE.
ST. LOUIS, (10) MO.

TELEPHONE
NEWSTEAD 6550-6551

July 29, 1943.

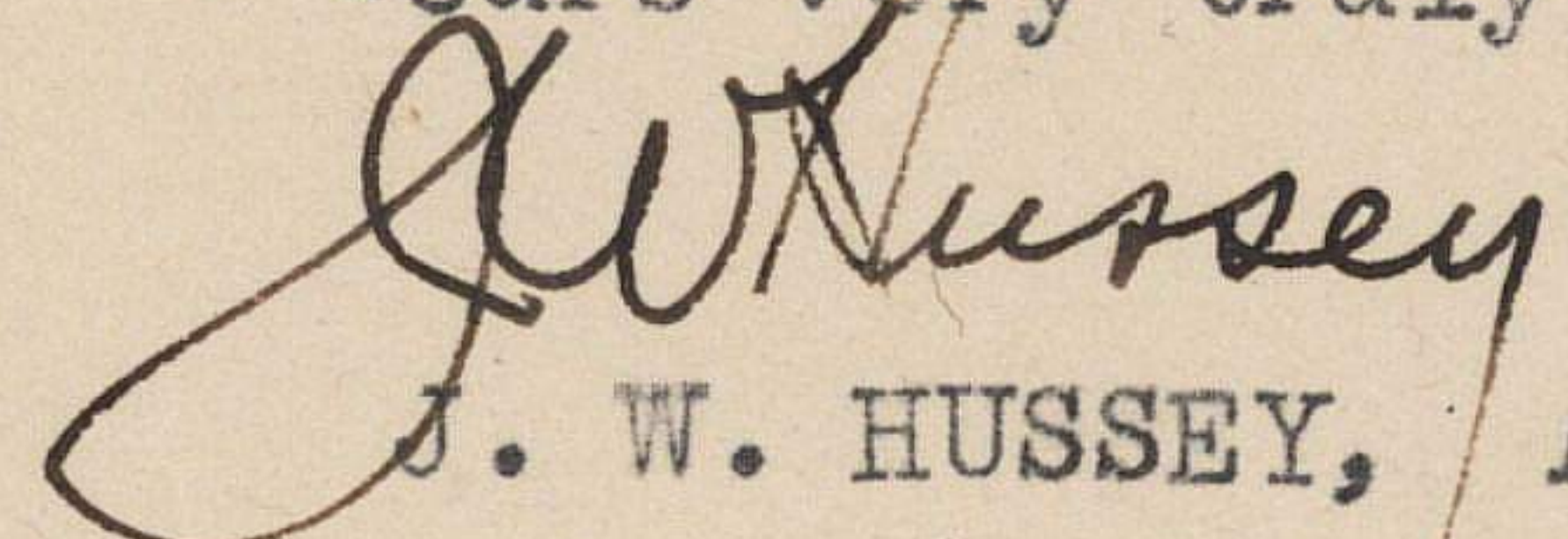
Mr. Forrest C. Allen,
Dir. of Phys. Ed.,
Varsity Basket Ball Coach,
University of Kansas,
Lawrence, Kansas.

Dear Mr. Allen:

We are enclosing a sample of Canton Flannel Wrestling Mat cover, as requested in your letter of July 23rd, and also the quotation sheet on the additional gymnasium mat, which you wish to have reconditioned.

We thank you very much for your interest in our equipment and look forward to receiving your requisition.

Yours very truly,


J. W. HUSSEY, Auditor.

JWH-vh

July 23, 1943.

Mr. J. W. Hussey, Auditor,
Atlas Athletic Equipment Co.,
St. Louis, Mo.

Dear Mr. Hussey:

Thank you for your quotation on the
canton flannel Wrestling Mat Covers, as of July 17th.
I would appreciate it if you could send a sample of
this material, so that we may know something of the
weight of it.

We have today shipped your firm another
gym mat to be reconditioned, and I am enclosing here-
with the quotation sheet which must be filled out be-
fore we can make out a requisition. I will appreciate
its early return.

Thanking you for your courtesy, I am

Sincerely yours,

FCA:AH

Director of Physical Education,
Varsity Basketball Coach.

August 10, 1943.

Mr. Milton Allen,
2022 Vermont St.,
Lawrence, Kansas.

Dear Mit:

Here are a couple of clippings I thought you might want for your scrapbook concerning your 1936 team. I was cleaning out my desk this morning and ran across them. You had better paste them in now and add to the collection that Mother made for you.

Affectionately,

Director of Physical Education,
Varsity Basketball Coach.

FCA:AH
Enc.

July 29, 1943.

Rev. O. E. Allison,
First Methodist Church,
Lawrence, Kansas.

Dear Dr. Allison:

I am sorry that I was unable to attend the meeting of the Church Board last evening. Dean Twente had already spoken to me about attending a meeting of the School of Education Forum, and I had told him I would be there.

Very cordially yours,

FCA:AH

Director of Physical Education,
Varsity Basketball Coach.

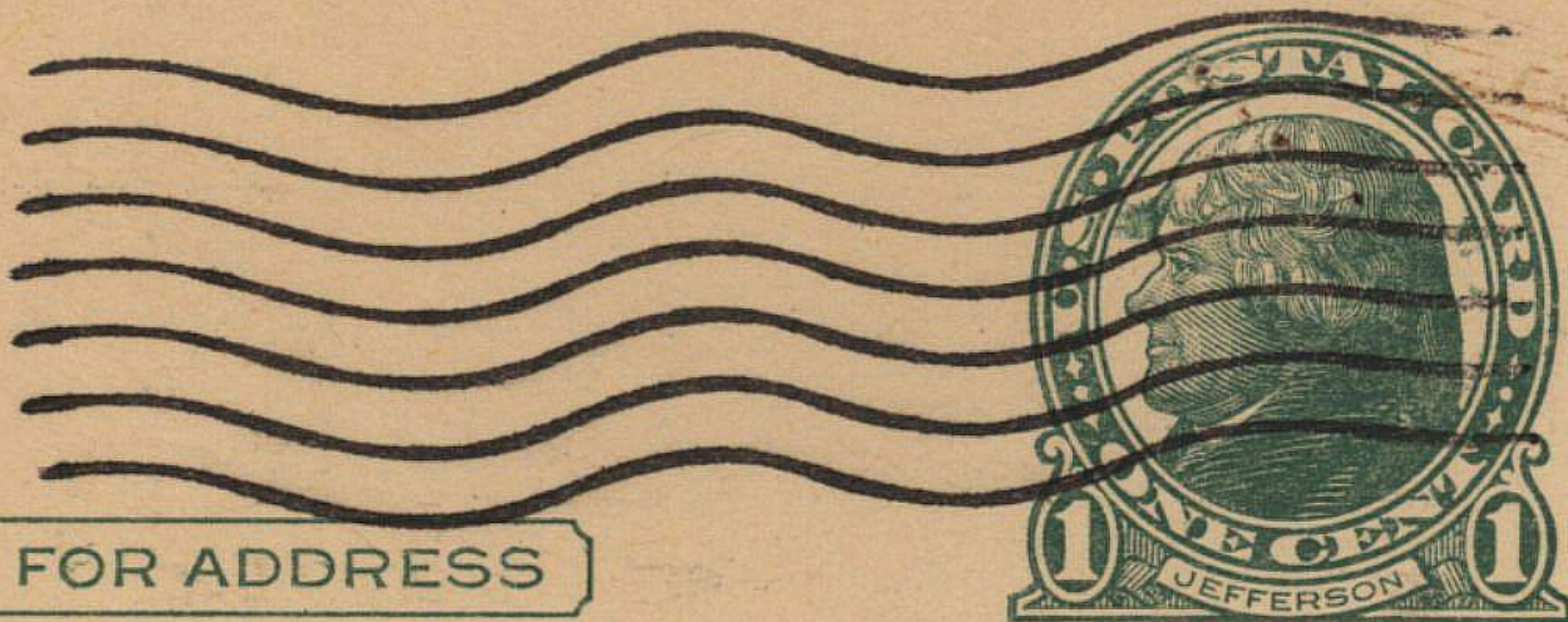
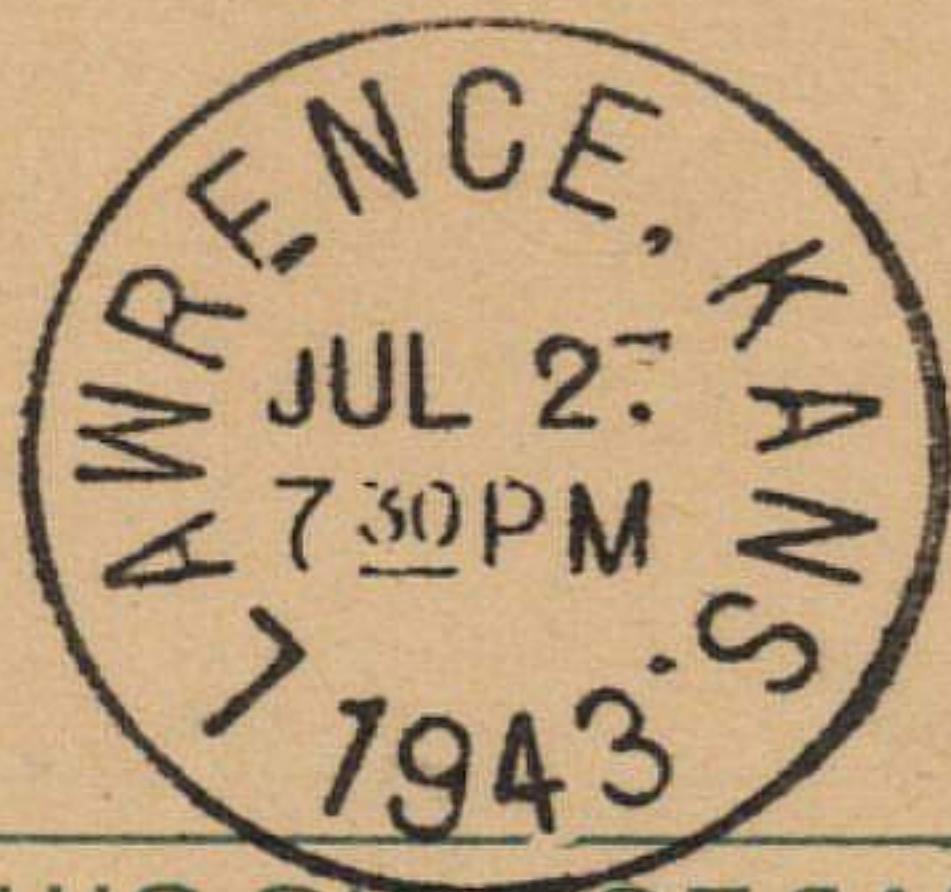
YOUR NOTICE

The Church Official Board meets tonight, Wednesday, July 28, at 8:00 in the church basement.

Order of Business:

Hearing of Reports
Church Repair Program
Fall and Winter Plans

O. E. Allison, Pastor



THIS SIDE OF CARD IS FOR ADDRESS

Mr. F. C. Allen
801 Louisiana
City

July 17, 1943.

Mr. V. F. Hofstetter,
Sales Department,
Atlas Athletic Equipment Co.,
St. Louis, Missouri.

Dear Mr. Hofstetter:

We are sending to the Business Office today our purchase order requisition for reconditioning the seven gym mats that we have sent to you, as per your quotation of July 15th.

I am also enclosing a bid sheet for three wrestling mat covers. I will appreciate your early return of this quotation.

Sincerely yours,

Director of Physical Education,
Varsity Basketball Coach.

ATLAS ATHLETIC Equipment Company



» MANUFACTURERS OF GYMNASIUM AND TRAINING EQUIPMENT «

ED. C. STEFFEN, PRESIDENT
BRUNO J. TEACH, GENERAL MANAGER

HOME OFFICE
4439 MANCHESTER AVENUE
ST. LOUIS, MO.

July 15, 1943.

Mr. Forrest C. Allen,
University of Kansas,
Lawrence, Kansas.

Dear Mr. Allen:

In response to your request in your letter of July 13th, we are enclosing our bid sheet, filled out with the quotations on our mat rebuilding service.

If you will note on our Proposal C-5122, the 1 Gymnasium Mat 4' x 10' is quoted at a price of \$8.00, while the 3- 4' x 5' mats are quoted at \$9.80 each. In-as-much as our cost for this service including freight to and from Lawrence is 49¢ per sq. ft. - the 4' x 5' mats are correctly quoted but the 4' x 10' mat, should have been \$19.60, instead of \$8.00, which was quoted as a result of a clerical error.

However, in-as-much as we quoted you on this basis, we are willing to rebuild this one mat at the price originally quoted. However, the additional mats are figured on the basis of 49¢ per square foot and on the enclosed requisition we have adjusted the price on the 4' x 10' mat to this correct basis. We leave the matter of the price to be paid on this 4' x 10' mat to your discretion.

We thank you very much for this opportunity to quote you and look forward to serving you in the very near future.

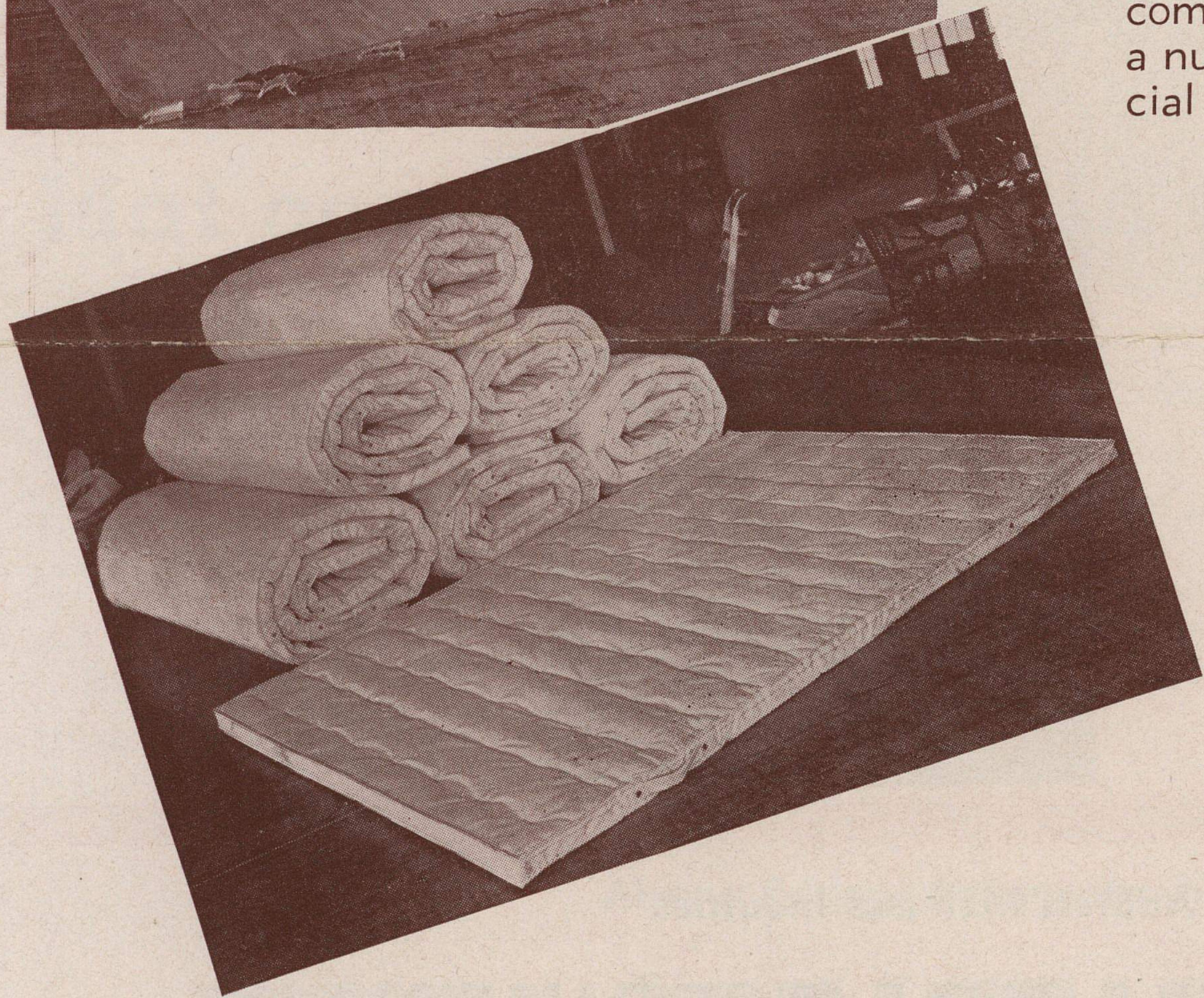
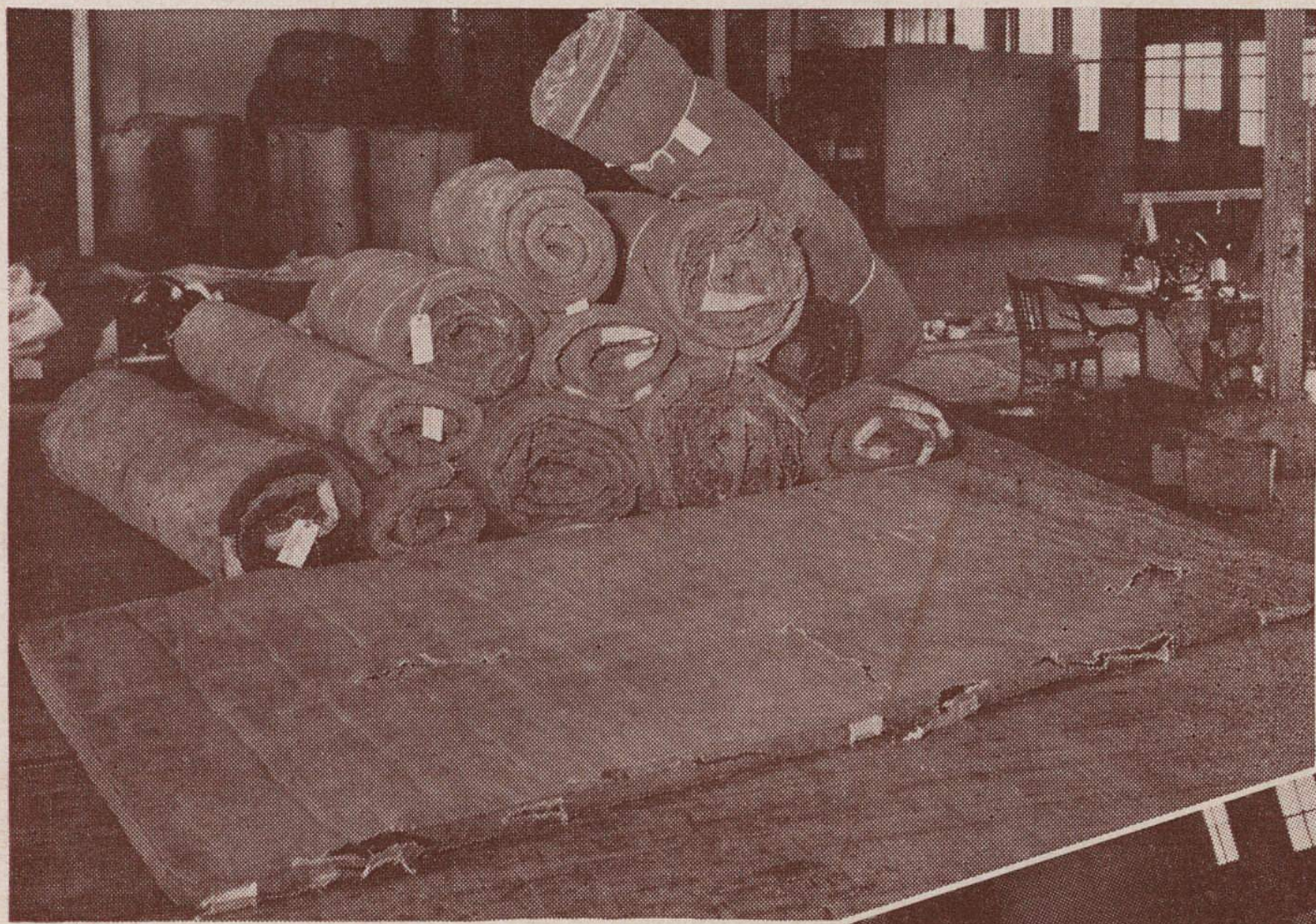
Yours very truly,

V. E. Hofstetter
V. E. HOFSTETTER, Sales Dept.

VEH-jwh

Mats can be Rebuilt no "red tape"

Yes, your mats (gymnasium, tumbling, boxing, wrestling and all others) may be rebuilt without preference rating or priority. **And, your physical fitness program, this coming fall and winter, need not be hampered or hindered in any manner.**



IN—came a conglomeration of old mats of odd sizes (see upper picture).

OUT—went the same mats in useful and uniform sizes (six 5'x10' and one 5'x7').

(These pictures from unretouched photos.)

Mats may be rebuilt without change in size or thickness

In the majority of cases, mats are rebuilt into mats of the same measurements. If your present mat equipment suits your program needs, no changes should be considered.

Mats may be rebuilt into mats of more convenient sizes

For an example: An unhandy, heavy wrestling mat may be rebuilt into a fine combination wrestling mat consisting of a number of individual and strictly official gymnasium mats, equipped, as an added feature, with leather straps, so that the gym mats may be lashed together.

Or, a number of awkward small mats can be transformed into one large mat.

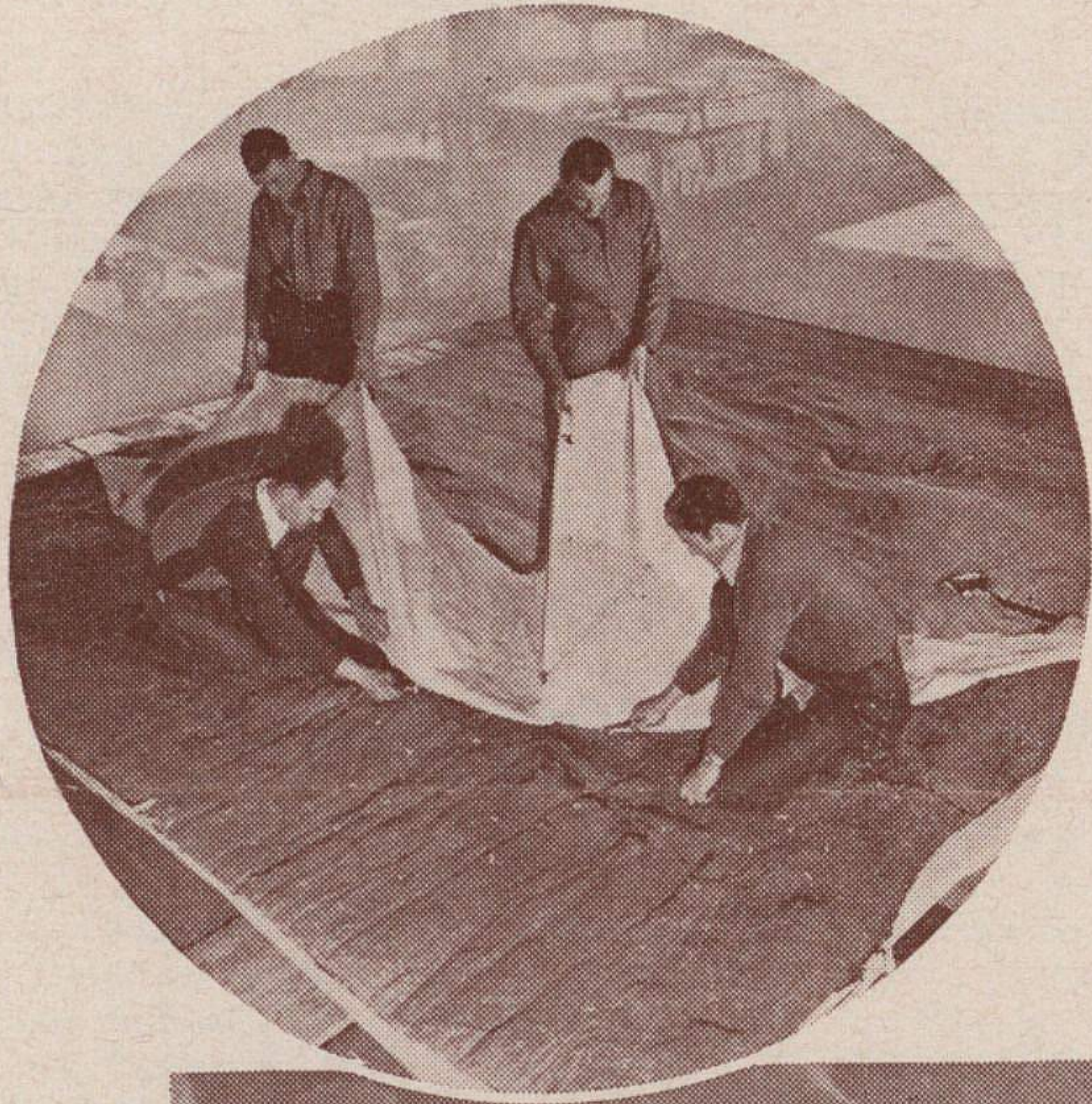
Or, individual mats of sizes unsuited, may be changed into equipment more advantageous for your requirements.

Mats may be rebuilt into mats, larger or thicker

If you wish mats larger than your present ones, new hairfelt may be added to attain the desired measurements.

Mats which are too thin or light for the purpose intended may be brought up to any desired thickness by the addition of new hairfelt.

Here is how a mat is rebuilt



1.

The old covering, tufts and handles are entirely removed.

A few words of caution. Mat rebuilding, as we do it, must not be confused with so-called renovating or recovering of mats. The latter usually mean: sewing new canvas over the old, dirty and germ-laden mat.

A mat, so renovated or recovered, will look all right, but not for very long. Soon the muck from the old mat will appear through the new, white covering; furthermore, when the mat is in constant use, the friction of the new covering against the old, tufted covering underneath, will make the life of a renovated or recovered mat a very short one.

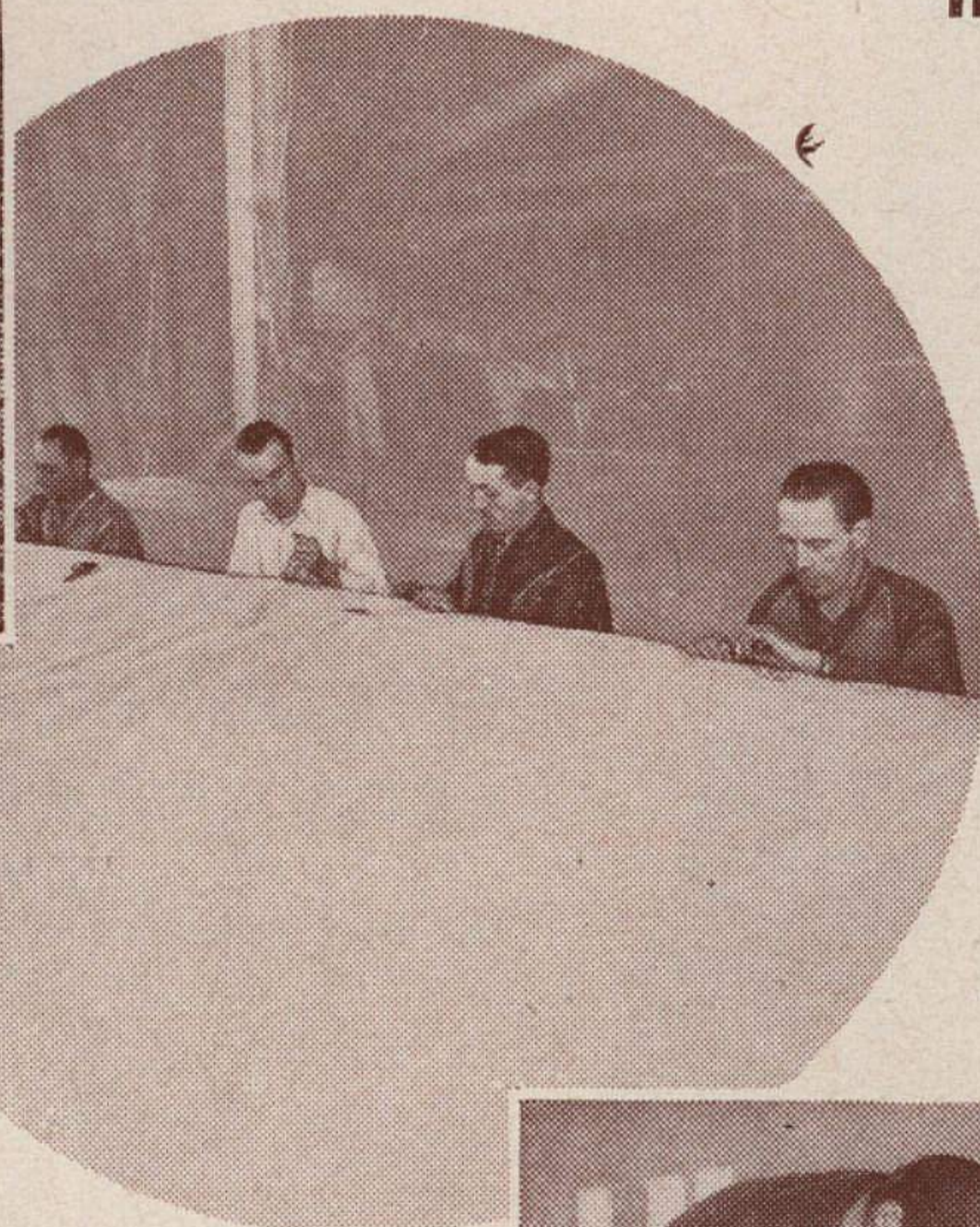
A mat, to give the same useful and lengthy service that you have the right to expect of a new mat, must be rebuilt . . . as we do it.



2.

The felt is cleaned and trimmed.

A mat, to give the same useful and lengthy service that you have the right to expect of a new mat, must be rebuilt . . . as we do it.



3.

The new canvas is put on; with seams of the hidden type; mat edges square. Mostly hand-work.

*One of the outstanding features of an ATLAS ATHLETIC rebuilt mat is the "rooted" handle. This new style of heavily reinforced handle is not only sewed and riveted to the edges of the mat, but actually extends **into** the mat, like the root of a tree. There it is held by additional tufts; thus an entire section of the mat would have to go before the "rooted" handle could pull out.



4.

The mat is completely retufted with extra strong tufts; beeswaxed; triple-knotted.*"Rooted" handles are affixed. Finest workmanship throughout.

Always Address Mail and Inquiries

ATLAS ATHLETIC EQUIPMENT COMPANY

4439 Manchester Avenue

St. Louis, Mo., U. S. A.

An Interesting Illustration

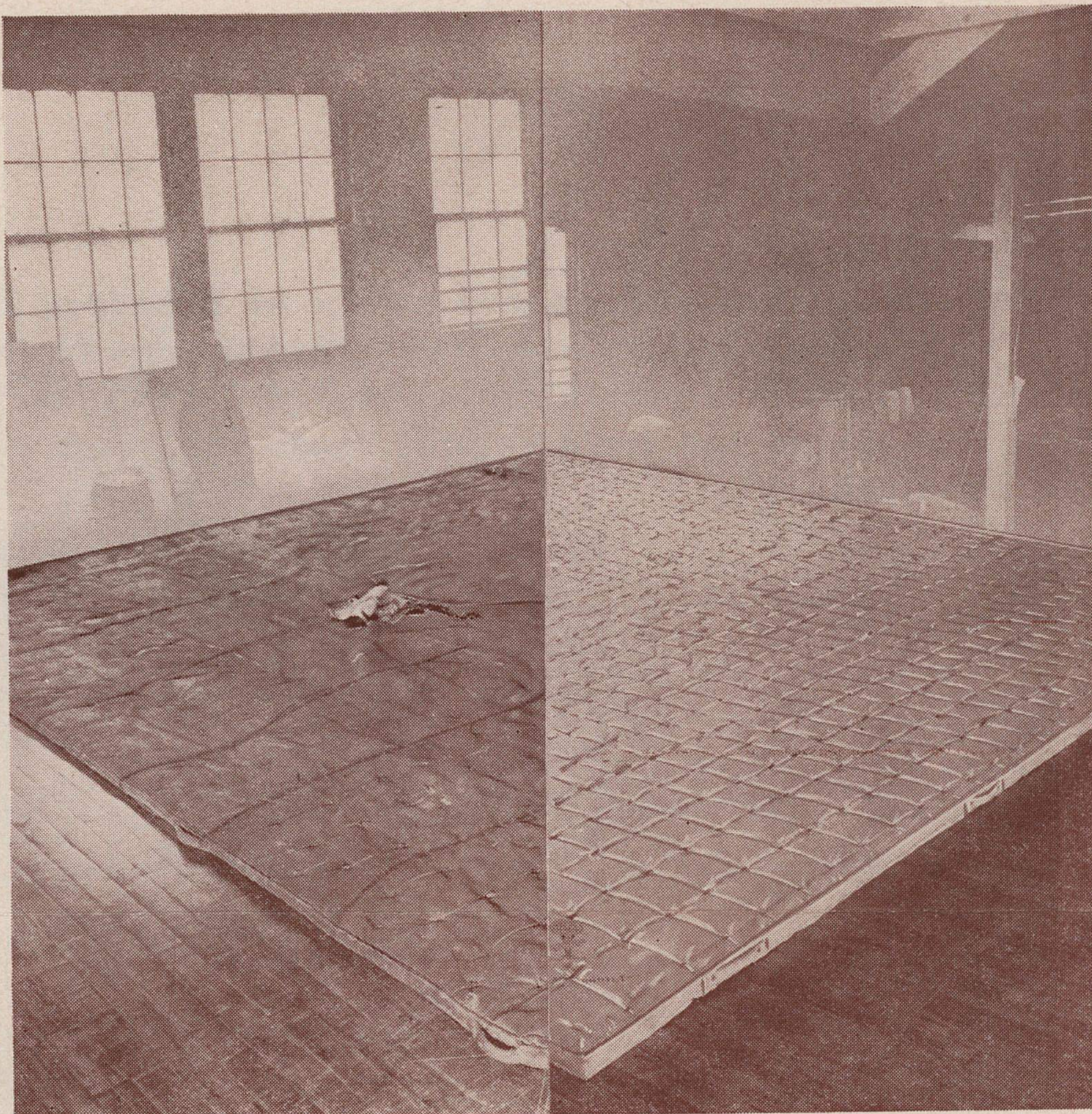
This composite picture shows approximately one half of a 16 ft. by 16 ft. wrestling mat as received by us and the second half . . . as we returned it, **REBUILT**.

Rebuilding of Mats in a Big Way

We have frequently been entrusted by Boards of Education of our larger cities with the rebuilding of mats gathered and consolidated from all the schools comprising the respective school system. These mats were shipped to us at one time, the entire transaction being arranged by one of our representatives.

Due to the shortage of men and gasoline rationing, we cannot extend the same cooperation this year and have to request of these Boards of Education to instruct the custodians of the various schools to ship their mat equipment direct.

We will gladly supply convenient shipping tags—any number desired. Your own or plain tags may also be used.



What to do right now!

Mail us at once a list giving the sizes and thicknesses of the mats which you want rebuilt. We will submit our proposal with prices which will include all transportation charges, coming and going. Also sample of covering material, shipping instructions and shipping tags. **No obligation on your part.**

Mat covers for mats in good condition!

Mats in good condition should have mat covers, not only to prolong their life and enhance their appearance and efficiency but also for the sake of hygiene and sanitation. Mat covers may be cleaned at regular intervals. With boxing and wrestling mats, the use of covers is imperative to assure a smooth, tuftless surface for fast footwork. Simply mail us a list giving the sizes of your mats and we will give you all necessary cost and general information. Be sure to ask for information regarding covers.

RECOVERING HORSES, BUCKS, FLYING RINGS, ETC. with finest russet seating leather. Please ask about these. We may be able to do it without "red tape."

Always Address Shipments (NOT Mail)

**ATLAS ATHLETIC EQUIPMENT
COMPANY**

900 to 906 South Seventh St.

St. Louis, Mo., U. S. A.

A few of those who know!

Here are "picked-at-random" names of Boards of Education, Universities, Colleges, Y. M. C. and H. A.'s, Schools, Organizations and Institutions for whom we have rebuilt mats. Never having had a single complaint from these or ANY OTHERS, we unhesitatingly refer you to these and to all others for whom we have rebuilt mats for years. You will note that distance from St. Louis is no handicap.

- | | | | |
|---|--|---|--|
| University of Buffalo
Buffalo, N. Y. | Fordson Board of Education
Dearborn, Mich. | Department of Education
Schenectady, N. Y. | Young Men's Christian Association
Detroit, Mich. |
| Young Men's Christian Association
Kansas City, Mo. | Young Men's Christian Association
Portland, Me. | Board of Education
Topeka, Kan. | Piqua Public Schools
Piqua, Ohio |
| City Schools
Valparaiso, Ind. | Board of Education
Glenn Falls, N. Y. | Young Men's Christian Association
Beloit, Wis. | Otterbein College
Westerville, Ohio |
| Ohio University
Athens, Ohio | Young Men's Christian Association
Lynn, Mass. | Francis W. Parker School
Chicago, Ill. | Board of Education
Elgin, Ill. |
| U. S. Naval Academy
Annapolis, Md. | Springfield College
Springfield, Mass. | Board of Education
Columbus, Ohio | University of Virginia
Charlottesville, Va. |
| University of Colorado
Boulder, Colo. | Young Men's Hebrew Association
St. Louis, Mo. | High School
Carthage, N. Y. | College of Education
Providence, R. I. |
| Duke University
Durham, N. Car. | City of Evanston
Evanston, Ill. | Staunton Military Academy
Staunton, Va. | Phillips University
Enid, Okla. |
| Board of Education
Dayton, Ohio | Kentucky Teachers' College
Bowling Green, Ky. | Board of Education
Olean, N. Y. | University of Illinois
Urbana, Illinois |
| Public Schools
Bronxville, N. Y. | Young Men's Christian Association
Wilmington, N. Car. | Young Men's Christian Association
Saginaw, Mich. | Young Men's Christian Association
Muskegon, Mich. |
| Social Turner Hall
Chicago, Ill. | Public Schools
Barnesville, Ohio | Young Men's Christian Association
Frederick, Md. | Washington Irving High School
Tarrytown, N. Y. |
| Public Schools
Melrose, Mass. | Navy Young Men's Christian Ass'n.
Norfolk, Va. | School District
Bloomsburg, Pa. | Board of Education
Stoneham, Mass. |
| Stowell School
Hannibal, Mo. | Board of Education
Portsmouth, Va. | Young Men's Christian Association
Muncie, Ind. | Young Men's Christian Association
Port Huron, Mich. |
| Brainard School
Thompsonville, Conn. | Public Schools
Mechanicville, N. Y. | High School
Milton, Wisc. | State Teachers College
Towson, Md. |
| Wabash College
Crawfordsville, Ind. | Public Schools
Salem, Ind. | Young Men's Christian Association
Staunton, Va. | Board of Education
Syracuse, N. Y. |
| Board of Education
Mt. Clemens, Mich. | Board of Education
Wichita Falls, Tex. | Young Men's Christian Association
El Paso, Tex. | Board of Education
Mohawk, N. Y. |
| Public Schools
Tyrone, Pa. | School Department
Springfield, Mass. | Board of Education
Springfield, Ohio | Turn Verein
Buffalo, N. Y. |
| Hobart City Schools
Hobart, Ind. | Parker High School
Clarence, N. Y. | Young Men's Christian Association
Durham, N. Car. | High School
Plymouth, Ind. |
| Young Men's Christian Association
Quincy, Ill. | Young Men's Christian Association
Oswego, N. Y. | High School
Bedford, Pa. | Young Men's Christian Association
Forstoria, Ohio |
| Board of School Trustees
LaPorte, Ind. | Country Day School
St. Louis County, Mo. | Public Schools
Roslyn Heights, N. Y. | Board of Education
Corning, N. Y. |
| Public Schools
Canajoharie, N. Y. | Otterbein College
Westerville, Ohio | High School
Bladensburg, Md. | Wabash Schools
Wabash, Ind. |
| Young Men's Christian Association
Cincinnati, Ohio | Young Men's Christian Association
Canton, N. Car. | Board of Education
Monroe, Mich. | Public Schools
Penn Yan, N. Y. |
| Navy Young Men's Christian Ass'n.
Vallejo, Calif. | Township High School
Sparta, Ill. | Young Men's Christian Association
Charlotte, N. Car. | High School
Greensboro, N. Car. |
| Cornell University
Ithaca, N. Y. | Board of Education
Cincinnati, Ohio | Young Men's Christian Association
Buffalo, N. Y. | Young Men's Christian Association
Grand Rapids, Mich. |
| Johns Hopkins University
Baltimore, Md. | Franklin-Marshall College
Lancaster, Pa. | Board of Education
Fremont, Ohio | University of Kansas
Lawrence, Kan. |
| Oxford Academy
Oxford, N. Y. | Young Men's Christian Association
Warren, Pa. | Ritenour School District
Overland, Mo. | Young Men's Christian Association
Portsmouth, Va. |
| Indiana University
Bloomington, Ind. | Arizona State Teachers College
Tempe, Ariz. | Young Men's Christian Association
Lancaster, Pa. | University of Louisville
Louisville, Ky. |
| Boys Club
Bristol, Conn. | Louisville Turners
Louisville, Ky. | Army and Navy Y. M. C. A.
San Pedro, Calif. | Catholic Central High School
Hammond, Ind. |
| Young Men's Christian Association
Bloomington, Ill. | N. E. Missouri State College
Kirksville, Mo. | Pennsylvania State College
State College, Pa. | High School
Beatrice, Neb. |
| Amherst Central High School
Snyder, N. Y. | Board of School Commission
Indianapolis, Ind. | Vocational School
Kansas City, Mo. | Union High School
Sonora, Calif. |
| Young Men's Christian Association
Terre Haute, Ind. | Swarthmore College
Swarthmore, Pa. | Young Men's Christian Association
St. Louis, Mo. | Corning Free Academy
Corning, N. Y. |
| County Young Men's Christian Ass'n.
Van Wert, Ohio | Young Men's Christian Association
Norfolk, Neb. | Public Schools
Monroe, Ohio | Young Men's Christian Association
Boston, Mass. |
| Young Men's Christian Association
Pittston, Pa. | Young Men's Christian Association
Ann Arbor, Mich. | Board of Education
Rock Island, Ill. | Young Men's Christian Association
Dayton, Ohio |
| Central School
King Ferry, N. Y. | Union High School
Salinas, Calif. | Township High School
Lockport, Ill. | High School
South Haven, Mich. |
| Board of Education
Aurora, Ind. | James Milliken University
Decatur, Ill. | Young Men's Christian Association
Shreveport, La. | Army Young Men's Christian Ass'n.
Ft. Monroe, Va. |
| Cono Memorial Y. M. C. A.
Greensboro, N. C. | Hebron High School
Hebron, Ind. | Deposit Central School
Deposit, N. Y. | Young Men's Christian Association
Parkersburg, W. Va. |
| State Teachers College
Fitchburg, Mass. | High School
Stillwater, Okla. | Young Men's Christian Association
Johnstown, Pa. | University of Colorado
Boulder, Colo. |
| Board of Education
Belmar, N. J. | Emerson School for Boys
Exeter, N. H. | Boys' Club of Erie
Erie, Pa. | Colgate University
Hamilton, N. Y. |
| Community Y. M. C. A.
Newark, Ohio | Greenville College
Greenville, Ill. | Young Men's Christian Association
Cortland, N. Y. | Young Men's Christian Association
Elkins, W. Va. |
| Washington School
Chicago Heights, Ill. | Avoca Public Schools
Avoca, Iowa | Young Men's Christian Association
Baltimore, Md. | School District of Warren
Warren, Pa. |
| Independent School District
Ames, Iowa | Public Schools
Mt. Pleasant, Mich. | Board of Education
St. Louis, Mo. | Young Men's Christian Association
Columbus, Ga. |
| Young Men's Christian Association
Auburn, N. Y. | Independent School District
Nederland, Tex. | Oswego High School
Oswego, N. Y. | Washington University
St. Louis, Mo. |
| High School
Rainelle, W. Va. | Young Men's Christian Association
Galveston, Tex. | Maquoketa High School
Maquoketa, Iowa | Young Men's Christian Association
Memphis, Tenn. |
| Ithaca Public Schools
Ithaca, N. Y. | High School
Whitehall, Mich. | Franklin Central School
Franklin, N. Y. | Davidson College
Davidson, N. C. |
| Young Men's Christian Association
Lansing, Mich. | Union Free School District
Solvay, N. Y. | Coventry High School
S. Akron, Ohio | Broadway Y. M. C. A.
Cleveland, Ohio |
| Young Men's Christian Association
Northampton, Mass. | Findlay College
Findlay, Ohio | Young Men's Christian Association
Findlay, Ohio | Public Schools
Wichita Falls, Tex. |
| Central Turners
Evansville, Ind. | Boys' Club
Springfield, Mass. | Portland High School
Portland, Maine | School District
Cedar Rapids, Iowa |
| Public Schools
Ft. Madison, Iowa | State Training School
Cortland, N. Y. | Montana State College
Bozeman, Mont. | High School
Dickinson, N. D. |
| Oberlin High School
Oberlin, Ohio | Board of Education
Kansas City, Mo. | Ithaca College
Ithaca, N. Y. | Alleghany College
Meadvile, Pa. |

July 13, 1943.

Mr. V. E. Hofstetter,
Sales Department,
Atlas Athletic Equipment Co.,
St. Louis, Mo.

Dear Mr. Hofstetter:

We are sending you by freight today seven (7) gym mats which we would like to have your company recondition and recover.

I am enclosing a bid sheet which it will be necessary for you to fill out, sign and return to us before we can send through the regular requisition. You will notice that we have added three mats to our earlier list. We may possibly have one or two mats to send you later, but of course will notify you in advance.

Very sincerely yours,

Director of Physical Education,
Varsity Basketball Coach.

FCA:AH
Enc.

ATLAS ATHLETIC EQUIPMENT COMPANY

Address Reply to our General Office
4439 Manchester Avenue
ST. LOUIS, MO.

PROPOSAL No. C-5122
OF THE ATLAS REPAIR DIVISION

We hereby submit, for your consideration, our
Proposal on your Requirements described in your
valued communication dated July 8, 1943
(Your No. ^{circ.} info. pls.).

University of Kansas
Lawrence, Kansas

Dr. Forrest C. Allen
Director of Physical Education
Date of this Proposal July 8, 1943

REBUILDING THE FOLLOWING MAT EQUIPMENT

3	Gymnasium Mats	4' x 5'	each	-----	\$9.80
1	Gymnasium Mat	4' x 10'	each	-----	8.00

We pay the freight—BOTH

These Prices Include: Transportation charges on old eq
freight or truck to St. Louis and the return charges of the
ment to the customer.

(See reverse side for shipping instructions)

TERMS: 30 days net after date of shipment of work completed by us.

GUARANTEE: We guarantee that new Material used, IS EXACTLY
Workmanship, and the kind of satisfaction you have a right to expect when the work is done by SPECIALISTS
in the manufacture of Mats and similar Gym Equipment.

Contracts and orders taken contingent upon fires, strikes, accidents and other causes beyond our control. Delivery date
consists solely of our estimate to complete work and failure to complete in given time, will not warrant cancellation of
order.

Urgent!

If it is possible for you to do so,
please mail us your order before

AUG 8 1943
so that we may reserve or earmark the
materials required for this work.

Also please state when you intend
to ship your mat equipment and when
you desire its return.

Mats may be shipped whenever you
wish and their return may be requested
"as soon as possible" or in the fall. Terms
are: 30 days net from whatever date mats
are returned.

Regardless of when you intend to ship
or when you require the return of your
equipment, **your order should be mailed
promptly**; if possible not later than the
date stated above.

Address All Correspondence to:

Atlas Athletic Equipment Company
4439 Manchester Ave.
St. Louis, Mo.

Address Your Shipment to:
MAT REBUILDING PLANT

Atlas Athletic Equipment Company
900 to 906 South Seventh St.
St. Louis, Mo.

ATLAS ATHLETIC EQUIPMENT COMPANY

W. Pursey
Estimator.

How To Ship Mat Equipment

- 1st** Simply roll up the old mats; tie with strong rope. No need to wrap, box, or crate.
- 2nd** Affix plain tags, addressing same: Mat Rebuilding Plant, Atlas Athletic Equipment Co., 900-906 South Seventh St., St. Louis, Mo. Or, use shipping tags supplied by us.
- 3rd** Call any trucking company; inquire if truck service obtainable to St. Louis. If none, then call railroad company to pick up shipment to go forward by freight.
- 4th** Ship collect. (We pay the freight charges.) On the bill of lading, classify or call your mats—"FELT BASE MATS."
- 5th** Mail us instructions by letter, or on your regular requisition.

HORSES . . . BUCKS . . . VAULTING BOXES . . . MASSAGE TABLES . . . RINGS . . . ETC.

Ship these items by express collect, if total weight less than 50 pounds. Over 50 pounds, by truck or freight. (On horses and bucks, ship only the bodies to be re-covered unless the stands require repairs also.)

(Uniform Domestic Straight Bill of Lading, adopted by Carriers in Official, Southern, Western and Illinois Classification territories, March 15, 1922, as amended August 1, 1930 and June 15, 1941.)



UNIFORM STRAIGHT BILL OF LADING

ORIGIN NOT NEGOTIABLE

Shipper's No. _____

Agent's No. _____

The Atchison, Topeka and Santa Fe Railway Company

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

No. At Laurens 7-13, 1943 From Physical Education

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only.)

Consigned to Atlas Athletic Equipment

Destination St Louis State of MO County of _____

Route _____

Delivering Carrier _____ Car Initial _____ Car No. _____

No. Pkgs.	DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	* Weight (Sub. to Correction)	Class or Rate	Check Col.	Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
<u>7</u>	<u>Bdls. Gym Pads</u>	<u>490</u>			

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."
NOTE —Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per \$.....

Per Shell Davidson Shipper.

Per EP Oddy Agent.

Permanent postoffice address of shipper _____

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or by fire occurring after the expiration of the free time allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes.

(c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier named in bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, within nine months after delivery of the property, in case of export traffic, within nine months after delivery at port of export or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof, specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: Provided, That the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperation of owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the right to compress such cotton or cotton linters at risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for any loss, damage, or delay in procuring such compression. Grain in bulk consigned to a point where there is a railway elevator or elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 4. (a) Property not removed by the party entitled to receive it within the free time allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may be stored in vessel, car, depot, warehouse or place of delivery of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property which has been transported hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier: Provided, That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published: Provided, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent further deterioration, sell the same to the best advantage at private or public sale: Provided, That if time serves for the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

Where the proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and other charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

Property consigned to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be at the risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's negligence, shall remain at risk of owner until received from or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels.

No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value, unless specifically stated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

Sec. 5. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier by railroad shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges. Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and, in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. On shipments reconsigned or diverted by an agent who has furnished the carrier in the reconsignment or diversion order with a notice of agency and the proper name and address of the beneficial owner, and where such shipments are refused or abandoned at ultimate destination, the said beneficial owner shall be liable for all legally applicable charges in connection therewith. If the reconsignor or diverter has given to the carrier erroneous information as to who the beneficial owner is, such reconsignor or diverter shall himself be liable for all such charges.

If a shipper or consignor of a shipment of property (other than a prepaid shipment) is also the consignee named in the bill of lading and, prior to the time of delivery, notifies, in writing, a delivering carrier by railroad (a) to deliver such property at destination to another party, (b) that such party is the beneficial owner of such property, and (c) that delivery is to be made to such party only upon payment of all transportation charges in respect of the transportation of such property, and delivery is made by the carrier to such party without such payment, such shipper or consignor shall not be liable (as shipper, consignor, consignee, or otherwise) for such transportation charges but the party to whom delivery is so made shall in any event be liable for transportation charges billed against the property at the time of such delivery, and also for any additional charges which may be found to be due after delivery of the property, except that if such party prior to such delivery has notified in writing the delivering carrier that he is not the beneficial owner of the property, and has given in writing to such delivering carrier the name and address of such beneficial owner, such party shall not be liable for any additional charges which may be found to be due after delivery of the property; but if the party to whom delivery is made has given to the carrier erroneous information as to the beneficial owner, such party shall nevertheless be liable for such additional charges. If the shipper or consignor has given to the delivering carrier erroneous information as to who the beneficial owner is, such shipper or consignor shall himself be liable for such transportation charges, notwithstanding the foregoing provisions of this paragraph and irrespective of any provisions to the contrary in the bill of lading or in the contract of transportation under which the shipment was made. The term "delivering carrier" means the line-haul carrier making ultimate delivery.

Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Where delivery is made by a common carrier by water the foregoing provisions of this section shall apply, except as may be inconsistent with Part III of the Interstate Commerce Act.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. (a) If all or any part of said property is carried by water over any part of said route, and loss, damage or injury to said property occurs while the same is in the custody of a carrier by water the liability of such carrier shall be determined by the bill of lading of the carrier by water (this bill of lading being such bill of lading if the property is transported by such water carrier thereunder) and by and under the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in the Act of the Congress of the United States, approved on February 13, 1893, and entitled "An act relating to the navigation of vessels, etc.," and of other statutes of the United States according carriers by water the protection of limited liability, as well as the following subdivisions of this section; and to the conditions contained in this bill of lading not inconsistent with this section, when this bill of lading becomes the bill of lading of the carrier by water.

(b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.

(c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, trans-ship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon deck.

(d) General Average shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

(e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.

(f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors, or lakes, when performed by or on behalf of rail carriers.

Sec. 10. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

EFFECTIVE JUNE 15, 1941

(Form 18 Regular-Small)

(For use in connection with Uniform Domestic Straight Bill of Lading, adopted by Carriers in Official, Southern, Western and III Classification territories, March 15, 1922, as amended August 1, 1930 and June 15, 1941)



THIS MEMORANDUM

is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading nor a copy or duplicate covering the property named herein, and is intended solely for filing or record.

Shipper's No. _____

Agent's No. _____

The Atchison, Topeka and Santa Fe Railway Company

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading,

At Lawrence, Kan 7-13, 1943 From K. W. [unclear] Education

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to Atchison Telephone (Mail or street address of consignee—For purposes of notification only.)

Destination St. Lawrence State of Mo County of _____

Route _____

Delivering Carrier _____ Car Initial _____ Car No. _____

No. Pkgs.	DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	* Weight (Sub. to Correction)	Class or Rate	Check Col.
7	Bals [unclear] [unclear]	490		

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor.)
If charges are to be prepaid, write stamp here, "To be Prepaid."

Received \$ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier.
Per _____ (The signature here acknowledges only the amount prepaid.)

Charges advanced: \$ _____

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."
NOTE —Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

Per [Signature] Shipper. Per [Signature] Agent.

Permanent postoffice address of shipper _____

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes.

(c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's office, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, within nine months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: **Provided,** That the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary co-operation and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 4. (a) Property not removed by the party entitled to receive it within the free time allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, car, depot, warehouse or place of delivery of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier: **Provided,** That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published: **Provided,** That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale: **Provided,** That if time serves for notification to the consignor or owner of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

(f) Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier by railroad shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges. **Provided,** that, where the carrier has been instructed by the shipper (except as hereinafter provided) to transport a consignment other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigning or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and, in such cases the shipper or consignor, or, in the case of a shipment so reconsigning or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. On shipments reconsigning or diverted by an agent who has furnished the carrier in the reconsigning or diversion order with a notice of agency and the proper name and address of the beneficial owner, and where such shipments are refused or abandoned at ultimate destination, the said beneficial owner shall be liable for all legally applicable charges in connection therewith. If the reconsignor or diverter has given to the carrier erroneous information as to who the beneficial owner is, such reconsignor or diverter shall himself be liable for all such charges.

If a shipper or consignor of a shipment of property (other than a prepaid shipment) is also the consignee named in the bill of lading and, prior to the time of delivery, notifies, in writing, a delivering carrier by railroad (a) to deliver such property at destination to another party, (b) that such party is the beneficial owner of such property, and (c) that delivery is to be made to such party only upon payment of all transportation charges in respect of the transportation of such property, and delivery is made by the carrier to such party without such payment, such shipper or consignor shall not be liable (as shipper, consignor, consignee, or otherwise) for such transportation charges but the party to whom delivery is so made shall in any event be liable for transportation charges billed against the property at the time of such delivery, and also for any additional charges which may be found to be due after delivery of the property, except that if such party prior to such delivery has notified in writing the delivering carrier that he is not the beneficial owner of the property, and has given in writing to such delivering carrier the name and address of such beneficial owner, such party shall not be liable for any additional charges which may be found to be due after delivery of the property; but if the party to whom delivery is made has given to the carrier erroneous information as to the beneficial owner, such party shall nevertheless be liable for such additional charges. If the shipper or consignor has given to the delivering carrier erroneous information as to who the beneficial owner is, such shipper or consignor shall himself be liable for such transportation charges, notwithstanding the foregoing provisions of this paragraph and irrespective of any provisions to the contrary in the bill of lading or in the contract of transportation under which the shipment was made. The term "delivering carrier" means the line-haul carrier making ultimate delivery.

Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Where delivery is made by a common carrier by water the foregoing provisions of this section shall apply, except as may be inconsistent with Part III of the Interstate Commerce Act.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. (a) If all or any part of said property is carried by water over any part of said route, and loss, damage or injury to said property occurs while the same is in the custody of a carrier by water the liability of such carrier shall be determined by the bill of lading of the carrier by water (this bill of lading being such bill of lading if the property is transported by such water carrier thereunder) and by and under the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in the Act of the Congress of the United States, approved on February 13, 1893, and entitled "An act relating to the navigation of vessels, etc.," and of other statutes of the United States according carriers by water the protection of limited liability, as well as the following subdivisions of this section; and to the conditions contained in this bill of lading not inconsistent with this section, when this bill of lading becomes the bill of lading of the carrier by water.

(b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.

(c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, transship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon deck.

(d) General Average shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

(e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.

(f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors, or lakes, when performed by or on behalf of rail carriers.

Sec. 10. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

EFFECTIVE JUNE 15, 1941

