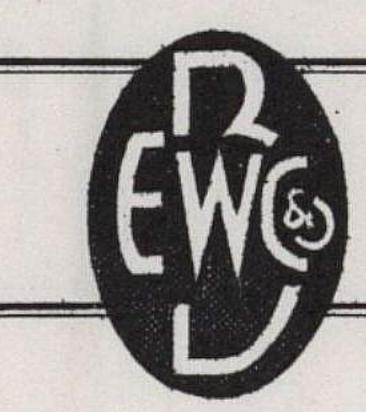
E.W. BACHARACH & CO.

FILTER PLANT EQUIPMENT
GRAVITY AND PRESSURE FILTERS
WATER SOFTENING PLANTS
CHEMICAL TREATING PLANTS
SEWAGE DISPOSAL EQUIPMENT



Water Purification Plants

RIALTO BLDG . KANSAS CITY . MISSOURI

August 13, 1943

Dr. Forrest C. Allen
Director of Physical Education
Varsity Basket Ball Coach
University of Kansas
Lawrence, Kansas

Dear Sir:

Your letter of the 12th received, regarding gauges.

The vacuum and pressure gauge should be installed on the suction side of the pump, that is, in the pipe nipple between the pump suction and lint catcher. We understand that a tap has been provided to accommodate the gauge.

Very truly yours,

AWL: EP

E. W. BACHARACH & COMPANY

E.W. BACHARACH & CO.

FILTER PLANT EQUIPMENT
ORAVITY AND PRESSURE FILTERS
WATER SOFTENING PLANTS
CHEMICAL TREATING PLANTS
SEWAGE DISPOSAL EQUIPMENT

August 12, 1943

Dr. Forrest C. Allen
Director of Physical Education

Varsity Basket Ball Coach University of Kansas Lawrence, Kansas

Davis Ciro

Dear Sir:

Your letter of the 9th received.

If we were in your position, we wouldn't worry too much about the cross connection between the filling line and the city supply. As a matter of fact, when the set-up is such, that is, that a swimming pool is filled from the city supply, the State Boards of Health do not object to this method, as it is very rare that the city supply is shut off when filling the pool. Even if it were, it would merely require the operator to close the gate valve at the pool. We also feel that Uncle Sam's sanitary engineer was stretching a point when he insisted that a break be made in the line.

We might add that in the event the raw water from the city were filtered before it entered the pool, it then would, of course, be necessary to have a break in the line. This is accomplished by merely placing a surge tank before the filter and then pumping from the tank, through the filters, to the pool.

When the writer made his first visit and inspected your lay-out, he noticed that the pool was filled before the water was filtered and did not consider breaking the line because, as mentioned above, State Boards of Health of many states do not insist upon this.

The writer expects to make a visit to Lawrence sometime next week and at that time will contact you and discuss the matter in more detail.

Very truly yours,

E. W. BACHARAGH & COMPAN.

AWL: EP

Mr. A. W. Livingston, E. W. Bacharach & Company, 800 Rialto Building, Kansas City, No.

Dear Mr. Livingston:

We have received the two pressure gauges and the one vacuum and pressure gauge.

Mr. Branchfield told our Mr. Eberhart where to provide the tappings for the two pressure gauges, and he has installed those. But from our limited knowledge we do not know where this 30-30 vacuum and pressuge gauge should be installed.

I will appreciate hearing from you at your early convenience.

Sincerely yours,

Director of Physical Education, Varsity Basketball Coach.

FCA: AH

Mr. C. G. Bayles, Superintendent, Buildings and Grounds.

Dear Mr. Bayles:

Mr. H. F. Branchfield, of the E. W. Bacharach Company of Kansas City, a swimming pool expert, has just completed an engineering job on the filter, pump and other circulatory adjustments connected with our swimming pool, to the amount of \$847.00.

I find that we have been stumbling along in the dark doing a pretty fair job for non-technically trained people, but now since the pool has been repaired we are especially anxious that the highest efficiency possible be maintained in regard to the sanitation, cleanliness and upkeep of the pool. Mr. A. W. Livingston, engineer for the Bacharach Company, who first called for a survey and estimate on repair of the pool, is writing me a letter setting forth the "musts" that shall be observed if we are to keep the pool in a sanitary condition.

I have had Dr. E. L. Treece over to make a thorough survey of the pool and he suggests that our Mr. Reginald Strait make two inspections per day of the pool, besides taking samples of the water twice a week to the Water Laboratory for tests. We are having a carbon copy of the findings from the Water Laboratory sent to Dr. W. B. Key and Chancellor Malott so that they will know constantly of the condition of the pool. Of course one copy comes to our Mr. Strait so that he can be alert at all times toward any possibility of bacteriological contamination.

The instructions from Mr. Livingston have not reached us as yet, but Mr. Branchfield points out that it will be necessary to utilize much more time of the janitor than is now being used. Ryland Jackson is a fine worker but we find that Hallie Harris takes him away from the gymmasium many times during the day which will interfere with his work here in the pool. It is not possible to get anyone else at the present time to do this additional work because Jackson is already acquainted with the work in connection with cleaning the pool. It will be necessary

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that he vacuum the pool at least once a week, and this usually requires two or three hours each time. He will also have to give attention to the filter every day, taking care of the backwash, cleaning the limt catcher, watching the temperature, and so forth. This will require thirty minutes to an hour per day. We are not asking the janitor to do some of the work that is the responsibility of one of our instructors. Mr. Strait will watch the chlorinator and take samples of the water twice a week.

We have a very heavy load on the use of the pool, and I am appealing to you to have it arranged so that Jackson will not be taken away. We do not want the sanitation of the pool to suffer.

One other possibility of catastrophe makes me shudder. When I made the rounds with Dr. Treece showing him the chlorinator and the drum of chlorine, he said, "You are in very grave danger of a possible disaster. You know this chlorine is deadly poison and this drum is resting on a pair of scales near the chlorinator. If it should ever become disengaged you might have grave trouble."

The women's gymnasium with their dance room is just off of a little closet in which the chlorine resides. The door is swollen so that it is impossible to look it. The window of course is now open, but in the winter when that window is closed, with the door in that bad condition, we might have a possible death.

Personally, I did not realize this great danger and I am writing you now to see if the door cannot be planed off and made so that it will be locked and kept locked at all times. Then if we could have a window with a vent in it so that there might be sufficient ventilation for the chlorine to escape and at the same time not permit it to freeze, this would answer all requirements so far as an old, antiquated system is concerned. Frankly, the chlorine should not be kept upstairs, but I do not see how we can change it now with the chlorinator and everything on the first floor. All near modern pools have the chlorinator in the basement close to the filter, but we haven't, and I know of no other way to improve it at present. Certainly we have been resting under a possible bombshell.

I will appreciate your cooperation.

Sincerely yours,

Director of Physical Education, Varsity Basketball Coach. Monorandum to Chamoellor Halotte

I have just received a letter from Mr. A. W. Livingston, of the E. W. Bacharach Company, water purification engineers of Kansas City, and they emphasize the imperative necessity of keeping the swimming pool and the filter and chlorinator in the best possible condition.

Mr. Strait will make the testings and readings on the chlorinator twice a day. Dr. Treese states that this is necessary for the best performance of sanitary conditions. We are endeavoring to do everything possible to increase the efficiency and sanitation of this pool, as we recognize the fact that it will be badly overloaded. I am sending you a copy of the instructions for swimping pool operation. You can see by this that there are some definite things to do every day to the pool, the filter and the chlorinator.

We have a colored janitor over here, Ryland Jackson, who is very efficient but it takes a great deal of his time for janitor work in this building. Added to his duties as janitor are these duties - the washing of the filter and the vacuum sweeping of the pool to cleanse each day the desquamation, hair and lint - which takes several hours. Ballie Harris takes Jackson away from the gymnasium to aid the other janitors in moving necessary objects from building to building.

We need additional help with this increased load, but we want Jackson to do the pool and filter work because he is well trained. If we could get another part time man to assist Jackson in his janitorial work it would be fine.

Sincerely yours.

Director of Figureal Education, Versity Besketball Cosch.

FCA:AH

Mr. A. W. Livingston, B. W. Bacharach & Co., Rialto Bldg., Kansas City, Mo.

Dear Mr. Livingston:

Thank you for your letter of July 10. The things that Mr. Branchfield stated he would have you write were not fulsome enough, in my opinion. But since we have a chart for swimming pool operation worked out for operators, I am sure that we will get along very satisfactorily.

I am asking a question. Galvanized bushings were used instead of brass, and there was no steel plate to bore through. I am wondering if there are any adjustments to be made.

Very cordially yours,

Director of Physical Education, Varsity Basketball Coach.

PCA:AH

E. W. BACHARACH & CO. FILTER PLANT EQUIPMENT Pater Purification Plants GRAVITY AND PRESSURE FILTERS WATER SOFTENING PLANTS CHEMICAL TREATING PLANTS SEWAGE DISPOSAL EQUIPMENT RIALTO BLDG . KANSAS CITY . MISSOURI July 10, 1943 Dr. Forest C. Allen Director of Physical Education Varsity Basket Ball Goach University of Kansas Lawrence, Kansas Dear Sir: Our Mr. Branchfield returned to the office this morning and advised us that the job was complete now with the exception of course of the gauges. Just when these gauges will be delivered we are unable to say, as the manufacturer will not commit himself as to the exact shipping date, however, just as soon as they are received we will deliver them to you promptly. While discussing your layout with Mr. Branchfield, he suggested that we write you advising that when operating the filter extreme care should be taken, expecially during the washing process. In other words, when washing the filter, the operator should be careful and open the wash valve very slowly in order not to disturb the sand and gravel bed. In addition, Mr. Branchfield thought it might be well if all of the piping be painted, as this would prolong the life somewhat and prevent additional rusting, as according to Mr. Branchfield the equipment will not last for a long while due to the age. Incidently, we understand from Mr. Branchfield that you are using a pulverized alum for coagulant. We suggest that you substitute lump alum, as this type is more suitable for pressure filters. We trust that the equipment is working satisfactorily and that a good clear water is being obtained in the pool, however, should you experience any trouble, please let us know and we shall attempt to attend to it promptly. Very truly yours, E. W. BACHARACH & COMPANY AWL: rh

E.W. BACHARACH & CO.

GRAVITY AND PRESSURE FILTERS
WATER SOFTENING PLANTS
CHEMICAL TREATING PLANTS
SEWAGE DISPOSAL EQUIPMENT



Water Purification Plants

RIALTO BLDG . KANSAS CITY . MISSOURI

June 29, 1943.

Dr. Forrest C. Allen,
Department of Physical Education,
University of Kansas,
Lawrence, Kansas.

Dear Sir:

Answering your request for a progress report on the swimming pool filter, after making a thorough inspection of the under-drain system of this filter the writer finds that it is a lateral system of small pipes imbedded in concrete.

Due to the many years of service this tank would not stand the terrific hammering necessary to remove this underdrain. For this reason we must use extreme caution in retapping the under-drain system for new strainers. This is necessary and takes much more time than if the tank were in good condition. This tank could not possibly be replaced at this time, and should anything happen to it, it would be impossible to operate the swimming pool.

For this reason we are taking the time necessary to be cautious and put the tank in an operating condition for you through this emergency. I could not state positively that this filter will be operating by July 1st, but I believe I can state positively that it will be operating by the end of the week of July 1st. We regret that the conditions make it impossible to hurry this work, and assure you that we will put forth every effort to get your plant in operation as soon as possible. The new pump and all of the piping to be replaced have been installed and are ready to operate, and all that remains to be done is replacing the under-drain system. The matter of replacing the sand and gravel will take less than half a day.

Trusting that this answers what you wish to know, I am

Cordially yours,

Het Branch Lies

June 29, 1943.

Dr. Forrest C. Allen, Department of Physical Education, University of Kansas, Lawrence, Kansas.

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Trusting that this answers what you wish to know, I am

Cordially yours,

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E. W. BACHARACH & COMPANY

In order to expedite the delivery of mail, the United States Postal Department has requested that the "Delivery District Number" be included as a part of our address. Our District No. is 6. Kindly in future address us as follows:

E. W. Bacharach & Company 800 Rialto Building Kansas City 6, Missouri E.W. BACHARACH & CO. FILTER PLANT EQUIPMENT Water Purification Plants GRAVITY AND PRESSURE FILTERS WATER SOFTENING PLANTS CHEMICAL TREATING PLANTS SEWAGE DISPOSAL EQUIPMENT RIALTO BLDG . KANSAS CITY . MISSOURI May 21, 1943 University of Kansas Lawrence, Kansas Re: Purchase Order 3813 Gentlemen: We acknowledge with thanks the above purchase order calling for bushings, strainers, filter sand and filter gravel. We understand that you have a Priority covering maintenance and if this is true, please be kind enough and extend same to us in order that we may expedite shipment, especially the bushings. Incidently, your purchase order calls for brass bushings, however, we just learned from the supplier that it is impossible to secure bushings made of brass. We are therefore having them furnished galvanized, which will be acceptable. Very truly yours, E. W. BACHARACH & COMPANY AWL: rh

E. W. BACHARACH & CO. FILTER PLANT EQUIPMENT Water Purification Plants GRAVITY AND PRESSURE FILTERS WATER SOFTENING PLANTS CHEMICAL TREATING PLANTS SEWAGE DISPOSAL EQUIPMENT RIALTO BLDG . KANSAS CITY . MISSOURI May 26, 1943 Dr. Forest C. Allen, Director of Physical Education Varsity Basketball Coach University of Kansas Lawrence, Kansas Dear Sir: We are in receipt today of the Priority Certification covering the bushings, strainers, filter gravel and filter sand. This certification will of course cover any other material which you purchase. However, in the event you desire to go ahead and furnish a complete job in accordance with our letter of recommendation, we would appreciate very much receiving a formal order for same as soon as possible, as you know doubt know, it will take considerable time to purchase the pump and motor. Very truly yours, E. W. BACHARACH & COMPANY

AWL: rh

Mr. J. Guylay, Jr., Wallace & Tiernan Sales Corporation, 426 Board of Trade Building, Kansas City, Mo.

Dear Mr. Guylay:

Our swimming peel operator and the plumber are finding a little difficulty with the vacuum relief float in the new Type MSVC Vacuum Chlorinater which we recently had installed in Robinson Gymnasium. The trouble seems to be that the float falls over and touches the bell jar, and there is nothing to release it.

I would appreciate it if you could suggest a remedy for this situation. Or perhaps if you are making a regular service trip through Lawrence some time soon you might stop by and look at it.

Very sincerely yours,

Director of Physical Education, Varsity Basketball Coach.

FCA:AH

WALLACE & TIERNAN SALES CORPORATION



CHLORINE CONTROL AND CHEMICAL FEED DEVICES NEWARK, NEW JERSEY

ZONE 1



District Sales Office
426 BOARD OF TRADE BUILDING

Kansas City 6, Mo. Aug. 24th, 1944.

Dr Forrest C.Allen Dir.Physical Education University of Kansas Lawrence Kansas

Dear Dr. Allen:

This will acknowledge your letter of August 22nd, addressed to our Mr. Gyulay who is out of the City. He will be making a trip through Kansas the first part of September and will stop and see you at that time, if this is agreeable to you.

Yours very truly,

WALLACE & TIERNAN SALES CORP.

J.A. STRANG

DIVISION MANAGER.

This quotation is subject to thirty days acceptance and to our usual terms of payment; net cash thirty days from date of invoice; title to remain in us until the equipment is paid for in full. Sales tax, if any, to be added.

Wallace & Tiernan, Sales Corporation warrant for a period of one year after shipment that the apparatus shipped, of our manufacture, is free from defects in workmanship and materials, but its liability is limited to the replacement, f. o. b. Newark, N. J., of the defective parts thereof.

Mr. J. Gyulay, Jr., Wallace & Tierman Sales Corporation, 426 Board of Trade Building, Kansas City, Mo.

Dear Mr. Gyulay:

I want to express our appreciation to you for your courtesy in the matter of the installation of our new Chlorinator. We are convinced that this new equipment will give very fine service.

I am enclosing a copy of our letter to the Newark office informing that the old chlorinator and replacement parts are being shipped to them freight prepaid today, for which they will allow us credit.

With appreciation of your cooperation, I am

Very sincerely yours,

Director of Physical Education, Varsity Basketball Coach.

Imc.

Mr. J. Gyulay, Jr., Wallace

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Mr. George C. Bird, Swimming Pool Department, Wallace & Tiernan Sales Corporation, Newark, New Jersey:

Dear Mr. Bird:

We are shipping to your firm by freight prepaid, today, our old MSFM Chlorinator, for which we are to receive a trade-in allowance of \$50.00. The new MSVCM Chlorinator was installed yesterday.

We are also shipping to you, in the same container, replacement parts for the old chlorinator which have never been unpacked. These replacement parts you shipped to us onyour orders No. SC-0722 A, KC-3794 and SC-07343 A, totaling \$96.48, for which you will extend us an additional oredit.

I refer you to your letter of June 10, 1944.

Very sincerely yours,

Director of Physical Education, Varsity Basketball Coach.

PCIA -A H

Mr. J. Gyulay, Jr., Wallace & Tierman Sales Corp., 426 Board of Trade Building, Kansas City, Mo.

Dear Mr. Gyulay:

The Newark office of your firm informs us that they will ship on July first one MSVCM Chlorinator on our order number POV 4193.

We are very desirous of placing this new chlorinator nearer the swimming pool. As you recall, at the east end of the pool there is a fairly wide deck, and this is where we would like to place the chlorinator if you think it feasible.

Can you tell us what sort of an enclosure, if any, should be built, or a platform, or whatever would be necessary to install the chlorinator in this location? We expect to notify your firm by telephone as soon as the new chlorinator is received so that you may send an engineer to supervise the installation, but if there is any preparation that can be done before it arrives we would like to have specifications.

I will appreciate hearing from you at your convenience.

Sincerely yours,

Director of Physical Mducation, Varsity Basketball Coach.

FCA:AH

WARK, NEW JEKS OFFICES IN PRINCIPAL CITIES JUNE 12 1944

UNIVERSITY OF KANSAS.
LAWRENCE, KANSAS.

Your order No. POV 4193.
Our order No. SO 11962

ONE MSVCM CHLORINATOR.

If any correspondence is necessary in connection with this order, we will appreciate your quoting our order number in your letter.

Wallace & Tiernan Sales Corp., accepts the above order on condition that its liability shall be limited to replacement of any defective material of its manufacture F. O. B. Newark, N. J., within a period of one year after shipment.

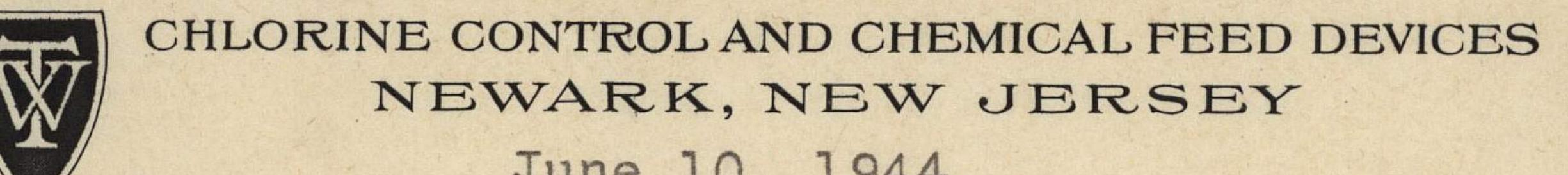
The amount of any present or future sales or other similar tax, Federal or State, which Wallace & Tiernan Sales Corp., shall now or hereafter be liable for or required to pay, either on its own behalf, or on behalf of the purchaser or otherwise with respect to the material covered by this order, shall be added to the invoice and paid by the customer.

Very truly yours,

WALLACE & TIERNAN SALES CORP.

Order Department.

WALLACE & TIERNAN SALES CORPORATION



June 10, 1944

University of Kansas Lawrence Kansas

Subject: Your Purchase Order POV No. 4193

Swimming Pool Chlorinator

Gentlemen:

Please accept our thanks for your above numbered purchase order, addressed to our Kansas City office, covering one Wallace & Tiernan Visible Vacuum Solution Feed Chlorinator Type MSVCM complete with usual standard accessories and supervision of installation by one of our engineers, all for the sum of \$1,215.00, f.o.b. Lawrence.

It is understood that there is to be a tradein allowance of \$50.00 for your present type MSPM Chlorinator upon receipt of the replaced equipment at our factory freight charges prepaid. In addition, we understand that you still have available parts for the replaced Chlorinator and which we shipped on our Orders Nos. SC-0722 A, KC-3794 and SC-07343 A. Our billings for these three orders total \$96.48. Upon receipt of the material shipped on the orders mentioned, together with your replaced Type MSPM Chlorinator, we will extend an additional credit.

Since you have extended to us an AA-3 Priority Rating, your order will be given our best possible attention. Shipping schedule will be shown on formal acknowledgment automatically sent by our Order Department.

Upon receipt of the apparatus, kindly notify our district office at 426 Board of Trade Building, Kansas City 6, Missouri, so that one of our engineers may be dispatched to supervise installation.

Very truly yours,

WALLACE & TIERNAN SALES CORPORATION

MG POOL DEPARTMENT

GCB:MJ



WALLACE & TIERNAN SALES CORPORATION



CHLORINE CONTROL AND CHEMICAL FEED DEVICES NEWARK, NEW JERSEY

ZONE 1



District Sales Office 426 BOARD OF TRADE BUILDING

Kansas City 6, Mo. June 26th, 1944.

Mr.Forrest C.Allen
Director of Physical Education
University of Kansas
Lawrence
Kansas

Dear Sir:

We have yours of June 22nd and note that you are contemplating placing this new Chlorinator near the swimming pool. In that the Chlorinator may be exposed if placed in the position to which you refer, we would recommend that some sort of inclosure be constructed so that the equipment would not be tampered with by enyone who is not familiar with such units.

As to any preparation which you can have your men do. We would recommend a water supply line be made available near your contemplated new location. Also, some thought should be given to the waste line with reference to the Chlorinator.

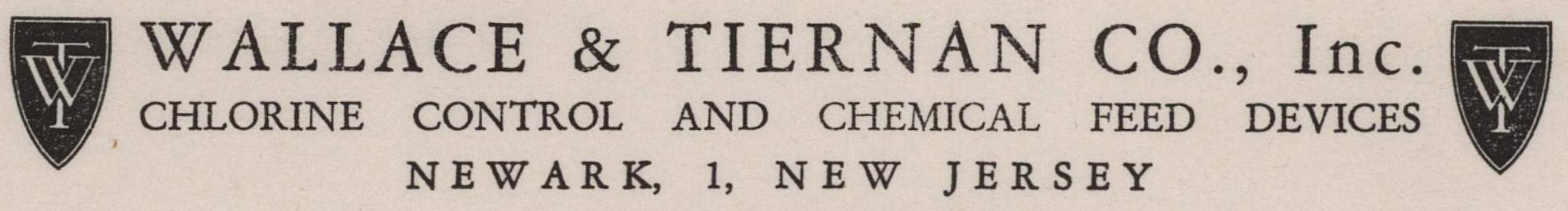
As soon as the equipment arrives we will make arrangements to have one of our men available to supervise the installation.

Yours very truly,

WALLACE & TIERNAN SALES CORP.

This quotation is subject to thirty days acceptance and to our usual terms of payment; not cash thirty days from date of invoice; title to remain in us until the equipment is paid for in full. Sales tax, if any, to be added.

Wallace & Tiernan, Sales Corporation warrant for a period of one year after shipment that the apparatus shipped, of our manufacture, is free from defects in workmanship and materials, but its liability is limited to the replacement, f. o. b. Newark, N. J., of the defective parts thereof.



OFFICES IN PRINCIPAL CITIES JUNE 27, 1944

STATE OF KANSAS UNIVERSITY OF KANSAS LAWRENCE, KANSAS

	YOUR ORDER No. POV 4193
	Our Order No. 11962
Enclosed please find ORIGINAL BILL OF	LADING
covering shipment of material to UNIVERSITY OF KANSA	S. PHYSICAL EDUCATION
DEPARTMENT (POOL), LAWRENCE, KANSAS	
on 6-24-44, in accordance with the above ord	ler.
We trust that this shipment will be received promptly	and in good order.

Any damage to, or non-delivery of, material should be reported at once to the freight or express agent, securing notation on bill of lading or express receipt to that effect. This should then be mailed to us immediately with your letter listing the damage or shortage, and quoting our order number in order that we may enter claim.

Very truly yours,
WALLACE & TIERNAN CO., INC.
Order Department

Iniform Domestic Straight Bill of Lading Adopted by Carriers in Official, Southern and Western Classification Territories, Mar. 15, 1922, as amended Aug. 1, 1930 STRAIGHT BILL OF LADING—ORIGINAL—NOT NEGOTIABLE (Prescribed by the Interstate Commerce Commission) Agent's No..... RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading. at Newark, N. J. 6/24/44 193 From Wallace & Tiernan Sales Corp., Newark, N. J. the property described below, in apparent good order, except as noted (contents and condition of the 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 purpose of notification only. University of Kansas Physcial Education Dept. (Pool) Consigned to State of Kansas County of Lawrence. Destination Fast Irt. Delivering Carrier... Car Initial Car No. (Delivering Carrier) Subject to Section 7 of conditions, if this shipment is to be No Check * WEIGHT Class or Description of Articles, Special Marks and Exceptions (Sub. to Cor.) Packages Column Rate delivered to the consignee without recourse on the consignor, the consignor shall sign the fol-Boxes Chlorinators 455 lowing 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 or stamp here, "To be Order#Pov #4193 Priority Rating AA-3 Handle With Care property de-Agent or Cashier *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 The signature here acknowlvalue of the property. The agreed or declared value of the property is hereby specifically stated by the shipper exceeding The fibre boxes used for this shipment conform to the specifications set forth in the boxmakers certificate thereon and all other requirements of rule 41 of the Consolidated Freight Classification the Consolidated Freight Classification. Wallace & Tiernan Sales Corp., Shippers, Permanent post-office address of shipper NEWARK, NEW JERSEY

FORM 1443A-7-11-39-2M

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 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 cerrier 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 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 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 of 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 cooperage 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 best advantage at private or public sale: Provided, That if time serves for notification to 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.

(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 or consignor to; deliver said property to a consignee other than the shipper or 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. 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.

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, 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 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, and to the conditions contained in this bill of lading not inconsistent therewith or with this section.

(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 unseaworthyness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthyness 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.



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June 7, 1944

University of Kansas Lawrence, Kansas

Att: F. C. Allen

Dir. of Physical Education Varsity Basketball Coach

Gentlemen:

We are in receipt of your check #11043 in the amount of \$53.08, for which we wish to thank you.

In checking our records, however, we now find that there is an overpayment on your account of \$1.00. It will be in order for you, therefore, to deduct this amount from your next remittance, or if you prefer, we will forward our check to cover.

Thanking you for your cooperation, we are

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