

NEW GAME SWEEPS CITY



A new game is sweeping Sioux Falls playgrounds, and it will be making its appearance at local colleges next fall, too.

The game is "goal-hi," a modified game of basketball that requires no wooden floor or backboard. Just a few old gas pipes, some junk iron and a vacant bit of ground and you are ready to stage a game. The recreation center on East Tenth street has ★

already installed a court and three city playgrounds are getting ready to set up two courts each. The city water department is turning out the baskets from odds and ends.

Because it promises to aid in the development of basketball talent, local coaches are enthused with the game. Augustana college is already planning four courts for the campus and intramural games are to be staged next fall.

The game here is to be played with basketball rules whenever pos-

sible. The court is 50-feet in diameter and the center jump will be used to start play at the free throw line. The baskets are the same height as those used for basketball and each basket counts two points. After each basket the ball is taken out of bounds by the team scored on. The game is played in quarters.

Because there is no backboard the game is expected to develop accurate shooting and fast passing to earn close shots.

April 19, 1940.

Mr. R. E. Weinzettel,
Fred Medart Manufacturing Co.,
St. Louis, Missouri.

Dear Roy:

Night before last the varsity basketball team, Mrs. Allen and I were invited up to the Executive Mansion at Topeka, Kansas, to be the dinner guests of Governor and Mrs. Payne Ratner.

Governor Ratner is a thirty-third degree basketball fan. He never missed sending the boys a telegram at any of the games they have played and he attended all of the home games and all the games in Kansas City and nearby territory that he could possibly see. The Governor has three children - Payne, Jr., 14, Cliffe Warren, 9, and Julia Marie, 4. While there he discussed basketball for his children and I told him about the new Goal-Hi game.

Now, Roy, I do not want to be a chiseler and I promise that I will not put myself in that position, but I told the Governor that I wanted to personally send him one of these new Goal-Hi standards for the backyard of the Executive Mansion for his children. He seemed more than pleased. We are having the basketball team autograph a basketball for the Ratner children and we are mailing that ball to them at the State House. Now, of course, I want a Goal-Hi to make the thing complete.

From a business angle, if you want to go materialistic, it would be a mighty easy thing for me to get a photograph of the Ratner children play Goal-Hi, and you could use that in your publicity. He is very friendly and I know he would be glad to do this for us, and if you wanted me to be in the picture instructing the Governor's children I would be very glad to do it.

The address of the Governor's Mansion is 801 Buchanan Street, Topeka, Kansas. I would be thankful if you would write him personally telling him that I have requested you to ship him one of the Goal-Hi standards, and that the same is going forward, together with a book of rules. The least I could do, of course, would be to pay the freight, which I will gladly do if you will bill me for the amount. If it is not possible for you to do what I have requested, just ship him one and send me the bill, because I am certainly no piker when it comes to the Governor. He has been so splendid and generous to us in so

many ways that the least we could do is to reciprocate his many kindnesses.

I am getting so many inquiries regarding this Goal-Hi from different angles that I want to bow my acknowledgement to you and your firm in doing such a grand job of advertising. Even the country clubs that I go to have received advertising on this.

This summer I am going to meet with the Lowe & Campbell salesmen when they come in and give them a sales talk on Goal-Hi. If there is any additional way that I can help boost these continued and satisfactory sales, please command me. If at any time I am going through St. Louis, of course I will stop off and visit the Medart sales family.

My kindest regards to all.

Sincerely yours,

FCA:AH

Director of Physical Education and Recreation,
Varsity Basketball Coach.

April 27, 1940.

Mr. Edward J. Medart, President,
Fred Medart Manufacturing Co.,
St. Louis, Missouri.

Dear Mr. Medart:

Your very good letter of April 23rd has been received, and I thank you for it. I wish to say that I can see your policy very clearly and I quite agree with it, in every detail. It is the only way that a great concern could be built.

However, I think I should say that when I received the letter from Mrs. MacCurdy I was not at all certain about the matter and I spoke to Roy about it in Kansas City, and he stated that he of course could not make the arrangements with Mrs. MacCurdy, but they could present me with a sample and I could send that on to her. Now, I do not want to embarrass him in the least, but I would not have made that arrangement with Mrs. MacCurdy had I not talked to Roy about it.

I had not understood your firm's policy when I talked to the Governor of Kansas at the dinner, and I thought this might be an additional boost for Goal-Hi. That was why I wrote the second letter that I did. Of course, now I can see how it would be impossible for your firm to do such a thing, and I quite agree with your policy. However, if Roy wants to follow out his statement made to me in Kansas City I will be happy to follow that suggestion, and I would like for you to mail one to Mrs. Leigh MacCurdy at the address given, and one to Governor Payne Ratner, at the executive mansion in Topeka, Kansas.

If you and Roy feel that I should pay for both of them, please bill me accordingly and I will send you a check. I want the freight sent collect in both cases.

I assure you that hereafter I will be well informed as to your policy and will be very happy to comply very strictly with the provisions. I can appreciate what a great expense

it has been and sincerely trust that your venture will repay you.

Just this morning I received a letter from a gentleman in Montevideo, Uruguay, which I am sending to our Spanish Department for translation. In the letter he mentions Better Basketball, My Basketball Bible, and Goal-Hi. As soon as I have the translation I will send you or Roy a copy of it. Apparently you are either advertising in foreign countries or some of your advertising in the states is finding its way to Uruguay.

Very sincerely yours,

FCA:AH

Director of Physical Education and Recreation,
Varsity Basketball Coach.

FRED MEDART MANUFACTURING Co.

POTOMAC AND DE KALB STREETS

SAINT LOUIS, Mo.

E. J. MEDART
PRESIDENT

April 23, 1940

Dr. Forrest C. Allen,
Director Physical Education and Recreation
University of Kansas
Lawrence, Kansas

Dear Dr. Allen:

Answering your letter of April 19 to Roy Weinzettel, relative to the donation of a Goal-Hi to the Governor of Kansas. I now also have your letter of April 8 in which you request that we donate a Goal-Hi to Mrs. MacCurdy.

Roy has been away on an extensive tour of the East for the past several weeks, and I do not expect him back for another week or ten days. In the meantime, your letter regarding Mrs. MacCurdy had been forwarded to Roy and has just gotten back here.

Roy's entire trip, in fact, his entire time during the past six months, has been devoted to the promotion of Goal-Hi, and, while orders are steadily increasing in volume, I am sure you have no conception of the amount of money we are investing and the order volume required to let us get up to a break-even point.

Very recently we had to increase the commission allowance to our district managers to keep them happy and satisfied. In other words, so far as we are concerned, the money is all going out and virtually nothing coming in as yet. Whether this can be put over in a way to make it pay us is still a question. However, it will require further investments in advertising, general promotion and sales contact.

The donation of a Goal-Hi standard to some of your friends and associates may seem to you to be of no consequential expense in a scheme as big as this. You know, of course, that the cost of one advertisement is of much greater consequence, but it has always been a hard and fast rule of our Company that we do not donate our merchandise. If I wanted a Goal-Hi for my own personal use, I would pay for it at dealer prices. The same thing would apply to Roy or any other officer, director or employee of our Company. Several of my directors have made donations of Goal-Hi units to schools with which they are associated, and invariably they have had to pay for them.

You can probably imagine that in our business, which is largely with charitable organizations, we are often called upon to donate merchandise,

FRED MEDART MANUFACTURING CO.

Dr. Forrest C. Allen
Lawrence, Kansas

April 23, 1940

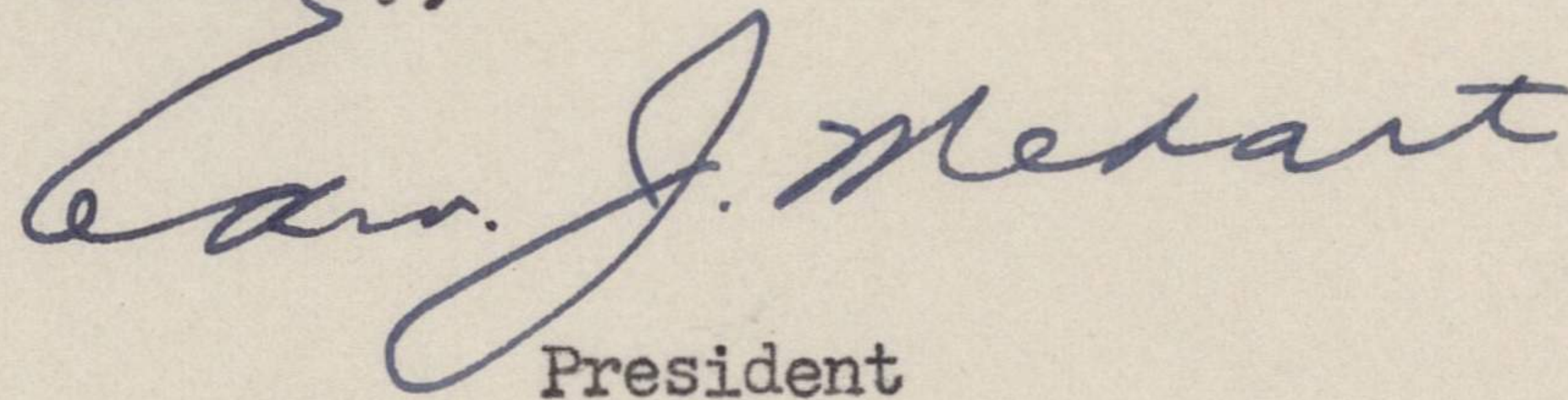
Page No. 2 -

and the rule we have laid down has been hardfast for many years. We do make sizable cash donations to different charitable organizations, but it is always in the form of cash and not merchandise.

I will do whatever you want me to in the matter of these two donations for which you have already obligated yourself, and I will await your advice.

With best regards, I remain

Sincerely,

A handwritten signature in cursive script that reads "Edw. J. Medart". The signature is written in dark ink and is positioned to the right of the word "Sincerely,".

Edw. J. Medart:D

President

May 7, 1940.

Mr. R. E. Weinzettel,
Medart Manufacturing Co.,
St. Louis, Mo.

Dear Roy:

I have just received your letter of the 6th instant, and I am perfectly satisfied with the way you are handling the two orders for Goal-Hi standards.

Will you kindly send the Goal-Hi to Governor Ratner, freight collect, at once? Then you may bill me for the order as you have suggested.

Thank you very much for taking care of the Goal-Hi for Mrs. MacCurdy. I assure you I appreciate this courtesy. I wish that, of course, sent freight collect, also.

Very sincerely yours,

Director of Physical Education and Recreation,
Varsity Basketball Coach.

FRED MEDART

MANUFACTURING Co.

POTOMAC AND DE KALB STREETS SAINT LOUIS, Mo.

R. E. WEINZETTEL
SALES PROMOTION MANAGER

May 6, 1940

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

Dear Phog:

I returned to St. Louis from a long three and a half weeks trip to find the several pieces of correspondence between you and this office with reference to sample Goal-Hi standards, one for Mrs. MacCurdy and the other for Governor Ratner.

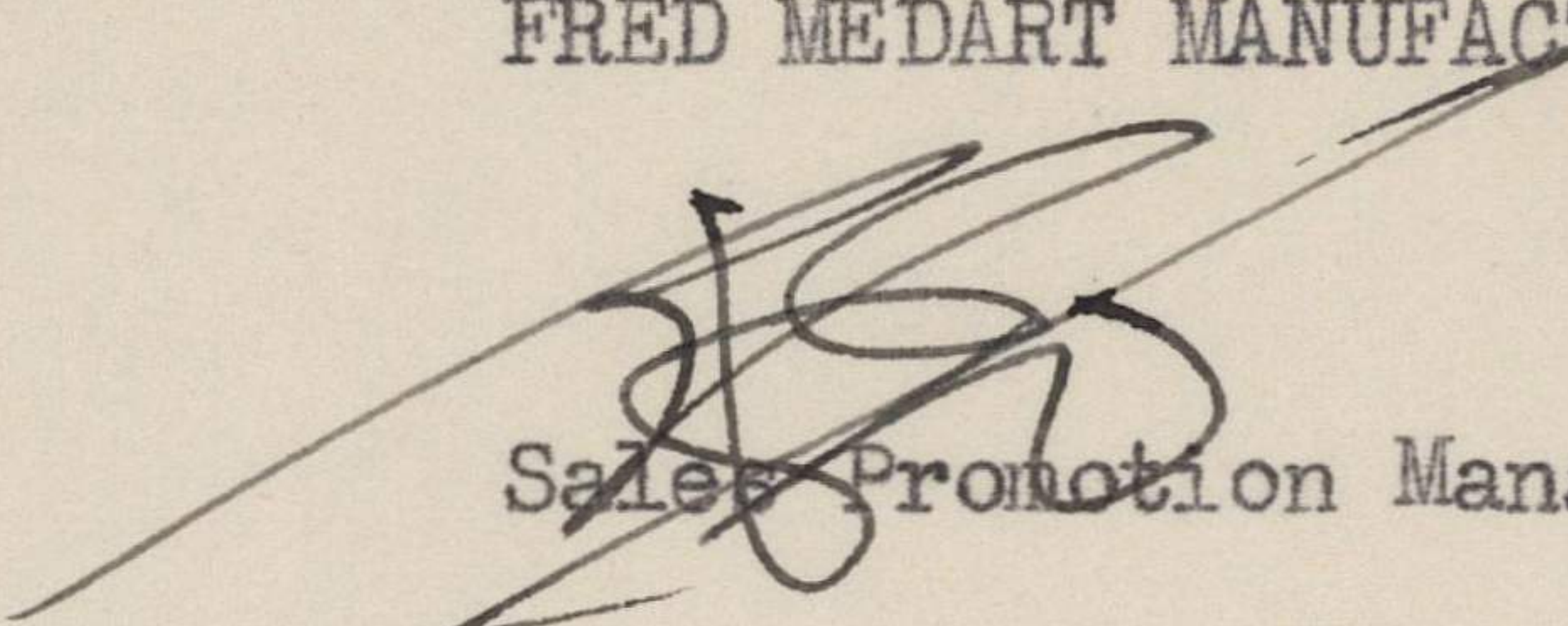
I have reviewed this correspondence and believe the best way for us to handle this is for us to go ahead with the shipment to Mrs. MacCurdy as promised you when I was in Kansas City, and inasmuch as you have apparently obligated yourself to Governor Ratner, I would suggest that we enter your order for one #907 Goal-Hi, to be shipped direct to the Governor, at our regular price less the usual discount to our sales representatives. In this way we can settle this matter without further delay, and I will ask that you kindly confirm this suggestion if it meets with your approval.

I am today writing Mrs. MacCurdy, asking her for a shipping address as I doubt very much whether she would want this Goal-Hi sample to be sent to her apartment. After all, it is quite a clumsy fixture for a modern apartment.

Kindest regards.

Cordially yours,

FRED MEDART MANUFACTURING CO.


Sales Promotion Manager

REW/AC

*Phog:
would bill
you -
that the
Gov. of
Canaan*

DUPLICATE INVOICE

FRED MEDART MANUFACTURING Co.
 POTOMAC AND DE KALB STREETS, ST. LOUIS, MO.

MAY -8 1940

ORDER NO. 35078

INVOICE DATE _____

DATE

5/8/40

INVOICE NO.

23047

SOLD TO

DR FORREST C ALLEN
 UNIVERSITY OF KANSAS
 LAWRENCE KANSAS

TERMS:

30 DAYS NET

SHIPPED TO

GOV PAYNE RATNER
 EXECUTIVE MANSION
 TOPEKA KANSAS

CUSTOMER'S
 ORDER NO.

ALLEN'S LETTER
 5/7

This invoice is payable to
 FRED MEDART MANUFACTURING CO., at
 ST. LOUIS, MO. Remittances made other-
 wise are at risk of payer.

NO PAC PREPAID

SHIPPED VIA

QUANTITY	Catalog Number	Erected by	EACH	TOTAL
1	907	GOAL-NI STANDARD		29.50
1		RULES BOOK	N/C	
			LESS 30 0/0 DISCOUNT	8.85
				<u>20.65</u>

TRIPPLICATE INVOICE

FRED MEDART MANUFACTURING Co.
 POTOMAC AND DE KALB STREETS, ST. LOUIS, MO.

MAY -8 1940

ORDER NO. **35078**
 DATE **5/8/40**
 INVOICE NO. **23047**

INVOICE DATE _____

SOLD TO DR FORREST C ALLEN
 UNIVERSITY OF KANSAS
 LAWRENCE KANSAS

TERMS:
30 DAYS NET

SHIPPED TO GOV PAYNE RATNER
 EXECUTIVE MANSION
 TOPEKA KANSAS

CUSTOMER'S ORDER NO.
ALLEN'S LETTER 5/7

This invoice is payable to
 FRED MEDART MANUFACTURING CO., at
 ST. LOUIS, MO. Remittances made other-
 wise are at risk of payer.

NO PAC PREPAID

SHIPPED VIA

QUANTITY	Catalog Number	Erected by	EACH	TOTAL
1	907	COAL-HI STANDARD		29.50
1		RULES BOOK	N/C	
		LESS 30 0/0 DISCOUNT		8.85
				<u>20.65</u>

(For use in connection with 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.)

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 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,

FROM **FRED MEDART MFG. CO.**

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.

At St. Louis, Mo., 5 8 40 1940 Shipper's No. 35078 Agent's No. 42438
 By MO PACIFIC R.R. Company No. GOV PAYNE RATNER Bill of Lading No. E

Consigned to GOV PAYNE RATNER
EXECUTIVE MANSION

Destination TOPEKA State of KANSAS County of _____

Route _____ Car Initial _____ Car No. _____

Delivering Carrier _____

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 or stamp here, "To be Prepaid."
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: \$ _____

No. Packages	Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rt.	Check Col.	No. Packages	Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rt.	Check Col.
2	Crates Gymnasium Appts. K. D. Flat				2	Crates Playground Appts. K. D. Flat	83		
	Boxes Gymnasium Appts. K. D. Flat					Boxes Playground Appts. K. D. Flat			
1	Cartons Gymnasium Appts. K. D. Flat				1	Cartons Playground Appts. K. D. Flat	26		
	Crates Gymnasium Appts. S. U.					Pieces Playground Appts. K. D. Flat			
	Boxes Gymnasium Appts. S. U.					Pieces Iron Pipe			
	Crates Cabinets or Lockers Storage or Wardrobe Steel Without Glass K. D. Flat					Crates Steel Shelving K. D. Flat			
	Boxes Cabinets or Lockers Storage or Wardrobe Steel Without Glass K. D. Flat					Boxes Steel Shelving K. D. Flat			
	Cartons Cabinets or Lockers Storage or Wardrobe Steel Without Glass K. D. Flat					Cartons Steel Shelving K. D. Flat			
	Crates Cabinets or Lockers Storage or Wardrobe Steel Without Glass S. U.					Crates Steel Shelving S. U.			
	Boxes Cabinets or Lockers Storage or Wardrobe Steel Without Glass S. U.					Crates Steel Shelf Boxes Not Nested			
	Crates Bleachers or Grandstands Steel or Wood N. O. I. B. N.—K. D.					Crates Baskets Wire or Expanded Metal N. O. I. B. N. Nested			
	Boxes Bleachers or Grandstands Steel or Wood N. O. I. B. N.—K. D.					Crates Baskets Wire or Expanded Metal N. O. I. B. N. Not Nested			
	Bdls. Bleachers or Grandstands Steel or Wood N. O. I. B. N.—K. D.								

*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 _____

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Rule 41 of the Consolidated Freight Classification. (Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

FRED MEDART MFG. CO., Shipper
FREDERICH

Per _____ Permanent post-office address of shipper: Potomac and DeKalb Sts., ST. LOUIS, MO.
 Form 7A-MV-7-38

Per _____ Agent **2**

THIS MEMORANDUM
 RECEIVED subject to the classification and tariffs in effect on the date of the receipt of the property described in the Original Bill of Lading.
 IS AN ACKNOWLEDGMENT THAT A BILL OF LADING HAS BEEN ISSUED AND IS NOT THE ORIGINAL BILL OF LADING.
 March 17, 1932, as amended August 1, 1930.
 (For use in connection with Uniform Domestic Straight Bill of Lading adopted by Carrier in Official Southern, Western and Illinois Classification territories.)

FRED MEDART MFG. CO.

The property described below, in apparent good order, except as noted (contents and condition of packages unknown), marked, receipted, 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 land or its own water line otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each party of all or any of said property over all or any portion of said route to destination, and as to each party of any time interest 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.

Subject to Section 7 of condition, if this bill is to be delivered to the consignee without a bill of lading, the consignee shall sign the following statement:

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 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 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 cooerage 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 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 a bridge 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, with out 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. 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 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 to 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 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.

Per Agent
 Per Shipper
 Permanent post-office address of shipper: Potomac and DeKalb Sts., ST. LOUIS, MO.
 Fred Medart Mfg. Co., Shipper
 7-A-M-V-7-38

July 10, 1940.

Mr. R. E. Weinzettel,
Medart Manufacturing Co.,
St. Louis, Missouri.

Dear Roy:

Thanks, old fellow, for your very prompt remittance of the Goal-Hi royalty statement as of April 1, 1940, to June 30, 1940. I assure you that this remittance is very pleasing indeed, and I know that Mrs. Allen will be overjoyed.

I am now sitting pretty, whether Franklin runs or not. I can pay my debts promptly, and if he does not run then I will have enough on the ball to enjoy life.

Roy, I am sending you a clipping from the Topeka State Journal as of June 23, of the Girl Scouts playing Goal-Hi. Mr. DeGroot, of our Physical Education Department, who is teaching equitation here at the University, decided to use these uprights to play Goal-Hi on horseback. These are the standards that we used in the gymnasium.

I am wondering what you would take to make a two-inch extension on the Goal-Hi standard. In other words, would you be willing to make a Goal-Hi with a 12-foot upright instead of ten for the same price, for us here at the University? In our equitation classes we could use this regular 12-foot standard equipment and get a lot of publicity from it by having the University boys and girls play Goal-Hi.

If you will talk to your people there and they would be willing to make one of those, I will send you a requisition for it and then we will have it played this fall. The ten-foot goal is a little too short when you are on horseback. Please let me know what you can do about this, and if you cannot make it for that figure let me know what the price will be.

You asked me for my plans for the next couple of weeks. I expect to be here until August 7th, when our Summer Session closes, and then I have a week at the University of Texas at Austin from the 12th to 17th of August. The next week after that I am to be in Topeka, Kansas, for the Kansas High School Coaches Association coaching school.

If you should desire me to come to St. Louis I think I could make arrangements to leave here Thursday evening, the 25th, and make special arrangements for my class on Friday. We have no school on Saturday that week. I could take the midnight train out of St. Louis on the 28th and get home for my classes on the morning of the 29th. I assure you I will be glad to cooperate with you and your corporation in any way.

Certainly I am well pleased with the fine promotion and the sales reception that your company is giving our game.

With all good wishes, I am

Sincerely yours,

Director of Physical Education and Recreation,
Varsity Basketball Coach.

FCA:AH