

I answered this -

FRED MEDART

MANUFACTURING Co.

POTOMAC AND DE KALB STREETS SAINT LOUIS, Mo.

R. E. WEINZETTEL
SALES PROMOTION MANAGER

October 7, 1939

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

Dear Phog:

Bill Robinson showed me your letter addressed to me,
requesting some prints for your graduate magazine.

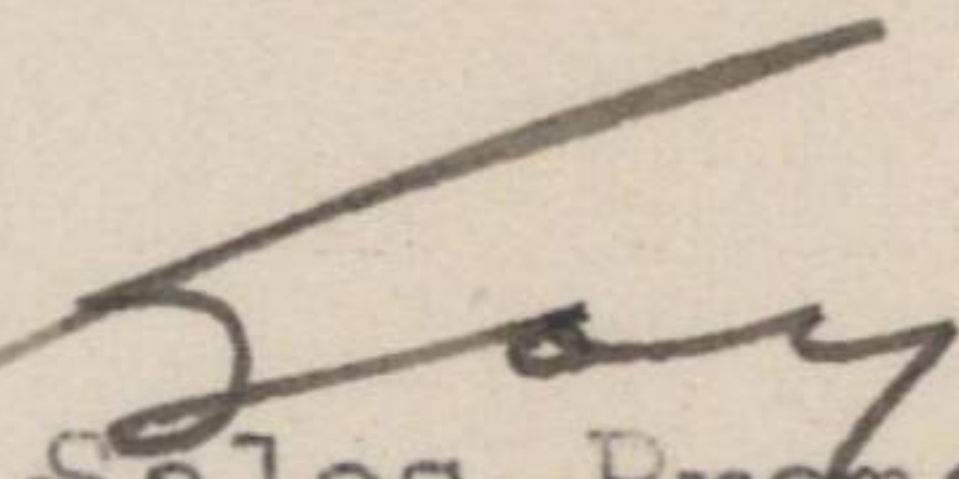
We are going to send these to you the early part of
next week.

I regret to advise that I buried my dad yesterday,
which accounts for the fact that I have not written
you the last several days in answer to your several
recent letters.

Kindest regards.

Cordially yours,

FRED MEDART MANUFACTURING CO.


~~Sales Promotion Manager~~

REW/AC

October 9, 1939.

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

Dear Roy:

Mr. John F. Lance, Coach of Basketball at the Kansas State Teachers College, Pittsburg, Kansas, is interested in a combination electric scoreboard and timer.

I have written him that the one I saw at your factory this past summer was the most efficient of any that I had seen.

I suggest that you write Mr. Lance giving him the price and other details regarding the equipment.

Very sincerely yours,

Director of Physical Education and Recreation,
Varsity Basketball Coach.

FCA:AH

ACKNOWLEDGMENT OF ORDER

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

ORDER NO. **30584**

DATE **10/10/39**

SOLD TO

DR FORREST C ALLEN
 UNIVERSITY OF KANSAS
 LAWRENCE KANSAS

TERMS:

MEMO

CUSTOMER'S
 ORDER NO.

SHIPPED TO

DR FORREST C ALLEN
 UNIVERSITY OF KANSAS
 LAWRENCE KANSAS

SHIPPED VIA

QUANTITY	Catalog Number	Erected by	EACH	TOTAL
1		PREPAID		N/C
<p>NEW GOAL-NET STANDARD WITH ADJUSTABLE HEIGHT FEATURE TO CIRCULAR BASE</p>				

ACKNOWLEDGMENT OF ORDER

This is not an invoice. It is a copy of your order as we have entered it. It has been accepted subject to the terms and conditions printed on the reverse side of this sheet. Please check it carefully and report any errors. We thank you. FRED MEDART MANUFACTURING CO.

This is not an invoice. This is a copy of your order as we have entered it. It has been accepted subject to the terms and conditions printed on the reverse side of this sheet. Please check it carefully and report any errors. We thank you. FRED MEDART MANUFACTURING CO.

ORDER NO. 30584
DATE

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

TERMS:

SOLD TO

CUSTOMER'S
ORDER NO.

SHIPPED TO

THIS ORDER IS ACCEPTED UNDER THE FOLLOWING TERMS AND CONDITIONS:

This memorandum shows how your order has been entered. Please check all of the details carefully and inform us immediately should any discrepancy exist.

All orders are accepted subject to delay from causes beyond our control. Orders entered cannot be cancelled except with our consent and then only upon terms that will indemnify us against all loss.

Promises of delivery represent only an estimate of the time required to make shipment and failure to ship within the time estimated will not warrant cancellation of order. Delays in transit are entirely beyond our control and we do not assume any responsibility for such delay. All shipments are made at purchaser's risk, regardless of whether prices include freight to destination.

All goods are sold for cash. No cash discount is allowed. Accounts not paid when due bear interest at the rate of eight per cent per annum. All checks must be made payable to Fred Medart Manufacturing Co., and sent direct to the Company at St. Louis, Missouri.

We assume no responsibility for agreements made with sales representatives, either verbal or written, or for any special conditions agreed to by sales representatives which are in any way contrary to the terms and conditions enumerated in this memorandum.

When goods are quoted installed, we assume no responsibility for any loss by fire, water, windstorm, theft or other causes beyond our control after the goods have been placed on the premises of the purchaser and any such loss must be borne by the purchaser.

We guarantee all goods to be equal in every way to our representations and we will replace any part that may become broken by reason of defective workmanship or material, ordinary wear and tear excepted.

All prices are based on freight rates in effect at time quotation is made and when quotations carry freight allowances or when goods are quoted delivered at destination, we reserve the right to add to our price the difference between the freight rates in effect at time quotation is made and the freight rates in effect at the time shipment is made.

FRED MEDART MANUFACTURING CO.

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October 23, 1939.

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

Dear Roy:

I thought it would be nice if we could give an enlargement of this picture to the Wagstaff family, who are shown in their yard watching the youngsters play Goal-Hi. If you have the negative I would appreciate your sending it so that we can have the enlargement made. We will return the negative to you as soon as we have finished with it.

Sincerely yours,

Director of Physical Education and Recreation,
Varsity Basketball Coach.

FCA:AH

October 23, 1939.

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

Dear Roy:

The new Goal-Hi standard with adjustable height feature which you have sent us at no charge has been received. The goal is set up and it is very nice indeed. Thank you so much.

Very sincerely yours,

FCA:AH

Director of Physical Education and Recreation,
Varsity Basketball Coach.

INVOICE

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

ORDER NO. **30584**
 DATE - 10/10/39
 INVOICE NO. **18519**

INVOICE DATE OCT 12 1939

SOLD TO

DR FORREST C ALLEN
 UNIVERSITY OF KANSAS
 LAWRENCE KANSAS

TERMS:

MEMO

CUSTOMER'S
 ORDER NO.

SHIPPED TO

DR FORREST C ALLEN
 UNIVERSITY OF KANSAS
 LAWRENCE KANSAS

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

SHIPPED VIA

PREPAID

QUANTITY	Catalog Number	Erected by	EACH	TOTAL
1		NEW GOAL-HI STANDARD WITH ADJUSTABLE HEIGHT FEATURE TO CIRCULAR BASE		N/C

DUPLICATE INVOICE
DUPLICATE INVOICE

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

INVOICE
DATE

OCT 12 1939

ORDER NO. 30584
DATE 10/10/39
INVOICE NO. 18519

SOLD TO

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UNIVERSITY OF KANSAS
LAWRENCE KANSAS

TERMS:

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ORDER NO.

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SHIPPED VIA

PREPAID

QUANTITY	Catalog Number	Erected by	EACH	TOTAL
1		NEW GOAL-HI STANDARD WITH ADJUSTABLE HEIGHT FEATURE TO CIRCULAR BASE		N/C

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

ORDER NO.

30584

DATE

10/10/39

INVOICE
DATE

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INVOICE NO.

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1		NEW GOAL-HI STANDARD WITH ADJUSTABLE HEIGHT FEATURE TO CIRCULAR BASE		N/C

(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., 10 12 39 Shipper's 30584 Agent's
 No. No.
 By MO PACIFIC Cust. Bill of Lading No. E 38905
 Company No.

Consigned to DR FORREST C ALLEN
UNIVERSITY OF KANSAS

Destination LAWRENCE State of KANSAS County of _____

Route _____
 Delivering Carrier UNION PACIFIC Car Initial _____ Car No. _____

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.
Crates	Gymnasium Appts. K. D. Flat				2	Crates Playground Appts. K. D. Flat	92		
Boxes	Gymnasium Appts. K. D. Flat				1	Boxes Playground Appts. K. D. Flat	62		
Cartons	Gymnasium Appts. K. D. Flat					Cartons Playground Appts. K. D. Flat			
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 _____ per _____

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

Per **FREDERICM**

Per _____

Agent

2

Permanent post-office address of shipper: Potomac and DeKalb Sts., ST. LOUIS, MO.

© Krone-Brice Co., St. Louis, Mo.

THIS MEMORANDUM is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading. It is intended solely for filing or record. RECEIVED subject to the classification and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

FRED MEDART MFG. CO.

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, counted, 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.

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 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 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, 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 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 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.

Agent: **FRED MEDART MFG. CO., SHIPPER**
Per: **FREDERICK**
Permanent post-office address of shipper: Potomac and Dekalb Sts., ST. LOUIS, MO.
Form 7A-W-7-38

October 31, 1939.

Mr. Roy Weinzettel,
Sales Promotion Manager,
Medart Manufacturing Co.,
St. Louis, Missouri.

Dear Roy:

I have just received a letter from my friend,
Billy Andlauer, of Kansas City, the Paramount News re-
presentative who shot some action pictures of Goal-Hi
last summer. He says:

"Your Goal-Hi story should be along now, just
as the football season ends. The last shots
were well received and a letter explains that
they are holding the negative for a tie-up with
an opening basketball story."

I thought you would be interested in this
progress report. As soon as I hear the story is released
I shall let you know.

Sincerely yours,

Director of Physical Education and Recreation,
Varsity Basketball Coach.

November 1, 1939.

Mr. Dick Wagstaff,
1730 Indiana St.,
Lawrence, Kansas.

Dear Dick:

I am sending this picture of the group taken in your yard last summer as a little token of my appreciation for your very fine cooperation. The entire Wagstaff family played a big part in the development of the game of Goal-Hi, and I thought you might like to have this picture.

I have recently received a letter from my friend, Billy Andlauer, of Paramount News, in which he says that the Goal-Hi newsreel should be released just as soon as the football season ends. As soon as the picture is to be shown in Lawrence I will notify you so that you and your family may see it.

With best wishes, I am

Very sincerely yours,

Director of Physical Education and Recreation,
Varsity Basketball Coach.

November 8, 1939.

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

Dear Roy:

Last summer when I was in St. Louis I saw your electric scoreboard, and I wonder if you have any printed descriptive material on it. I want to try to buy one, and would like to know the price. I would also like to have any photographs or anything else you have regarding this product.

Sincerely yours,

Director of Physical Education and Recreation,
Varsity Basketball Coach.

FCA:AH

FRED MEDART

MANUFACTURING Co.

POTOMAC AND DE KALB STREETS SAINT LOUIS, Mo.

R. E. WEINZETTEL
SALES PROMOTION MANAGER

November 13, 1939

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

Dear Phog:

Have your letter of November 8 inquiring about the electric scoreboard, and we are just about ready to begin printing some literature in support of this product.

During the past several months we have been testing the board and have found it to be 100% right and only after that finding have we decided to approve the model that has been working night and day in our sample room during this period, and offer it to the public.


We are going to ask a price of \$160.50 for the board delivered, and the necessary cable for electric connections is quoted at 20 cents per foot, delivered.

I want to emphasize the fact, Phog, that this electric scoreboard of ours is comparable to our competitors top quality. In other words, certain of our competitors offer a range of scoreboards from about \$50.00 up to \$300.00 or more, and a comparison of descriptive literature with our product indicates that the Medart scoreboard offers all of the features that others have included in their \$275.00 or \$300.00 models.

Just as soon as I get some photographs or some descriptive matter concerning our board, I will see to it that same goes forward to you. I hope you can see your way clear to approve a Medart scoreboard at the University of Kansas, as I know of no place where I would rather have this board doing a job day in and day out.

Kindest regards.

Cordially yours,
FRED MEDART MANUFACTURING CO.


Sales Promotion Manager

REW/AC

January 30, 1940.

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

Dear Roy:

Last April we sent your firm a copy of "Better Basketball". This book (1/5) is the property of the K. U. Athletic Association, and in checking over our records here we find that this book has not been returned. I am wondering if you would get the book and have it mailed back at your convenience.

Very sincerely yours,

Director of Physical Education and Recreation,
Varsity Basketball Coach.

FCA:AH

February 19, 1940.

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

Dear Roy:

I am enclosing copy of a letter I have just received from Mr. Edward J. Hickox, of Springfield College, in regard to the backboard. Mr. Hickox is a member of our Research Committee, and I believe it would be well if you could have the board send on to Springfield, Mass., so that they could try it but before our Rules meeting in Kansas City in March.

Sincerely yours,

Chairman, Research Committee,
National Basketball Committee.

March 6, 1940.

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

Dear Roy:

I am enclosing copy of a letter I have written to Mr. C. H. Walker, secretary of the Kansas City Athletic Club which is located in the Hotel Continental, asking permission to have one of the convex backboards installed there. Mr. Walker has given us permission for the teams participating in the N.C.A.A. basketball tournament to use this gymnasium for practice, and this seemed the ideal place to have the board installed.

As soon as I hear from Mr. Walker I will advise you.

Sincerely yours,

Director of Physical Education and Recreation,
Varsity Basketball Coach.

FCA:AH

FRED MEDART

MANUFACTURING Co.

POTOMAC AND DE KALB STREETS SAINT LOUIS, Mo.

March 4, 1940

R. E. WEINZETTEL
SALES PROMOTION MANAGER

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

Dear Phog:

Congratulations on the outcome of the Kansas-Missouri game last week. I see you are on top - and here's hoping you stay there the rest of the season.

Incidentally, I have had word from Chicago regarding the Basketball Rules Committee meeting and I note that headquarters for your organization will be the Continental Hotel.

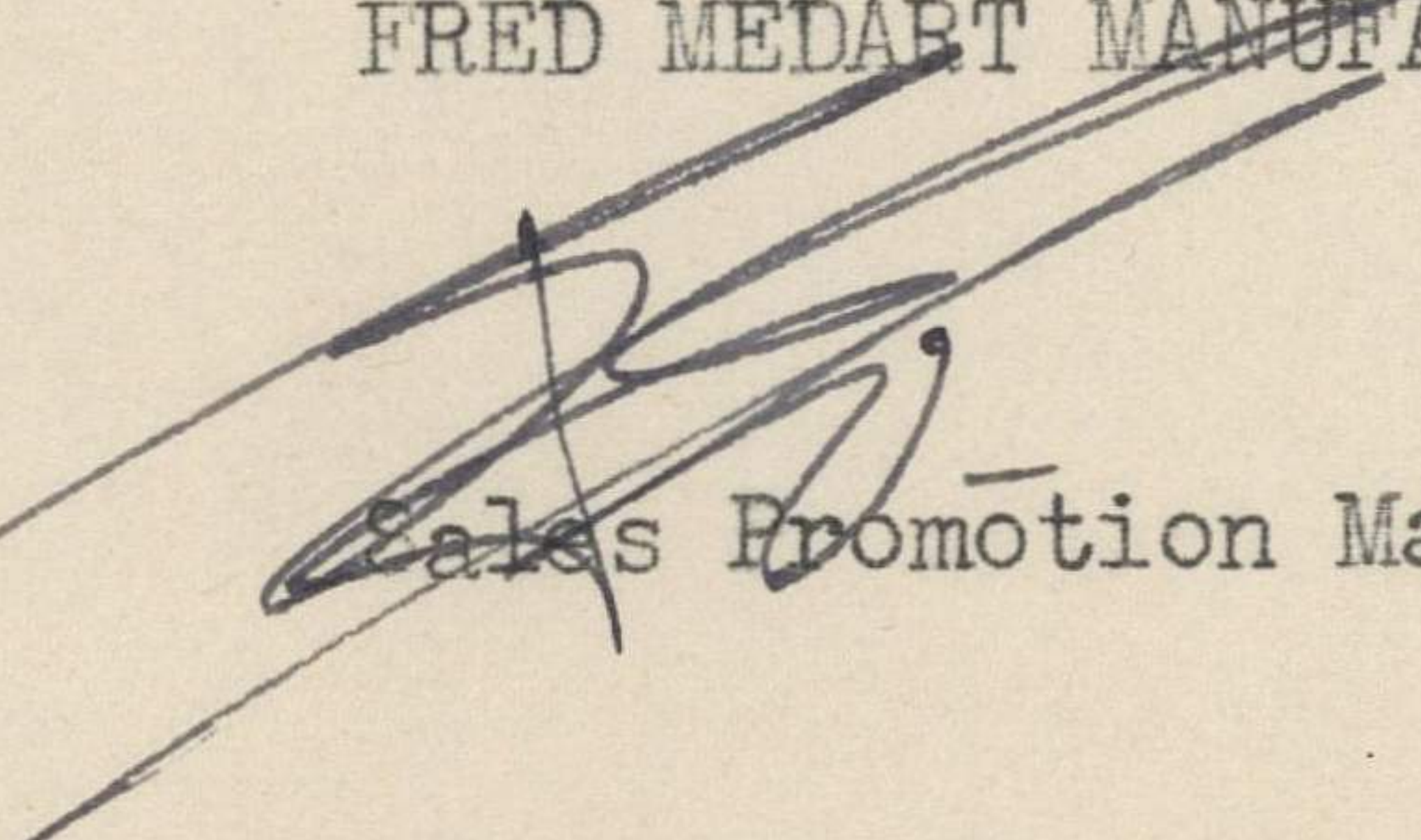
I would like to have a convex backboard of the modified size and design installed in plenty of time for the meeting, and am wondering whether you, as Chairman of the Research Committee, can make the necessary arrangements with the officials at the Continental Hotel. Naturally we would arrange to handle the actual installation but would like to receive permission from someone in authority and connected with the Rules Committee.

Will you please advise whether you can handle this for us at your early convenience so that I, in turn, can make the necessary arrangements and have the board on hand and installed prior to the 23th?

Kindest regards.

Cordially yours,

FRED MEDART MANUFACTURING CO.


Sales Promotion Manager

REW/AC

March 6, 1940.

Mr. Harry E. Morrow,
The Blue Mound Sun,
Blue Mound, Kansas.

Dear Harry:

Your kind letter of congratulation on our victory over Missouri is very greatly appreciated. I was highly pleased with the boys.

We are having a tough battle at Norman this coming Friday night, and the boys are pretty tired as this will be the sixth game in seventeen days. But we will try to carry the load to the end of the road.

With best wishes to you, I am

Very sincerely yours,

Director of Physical Education and Recreation,
Varsity Basketball Coach.

FCA:AH

THE BLUE MOUND SUN

HARRY E. MORROW, PUBLISHER

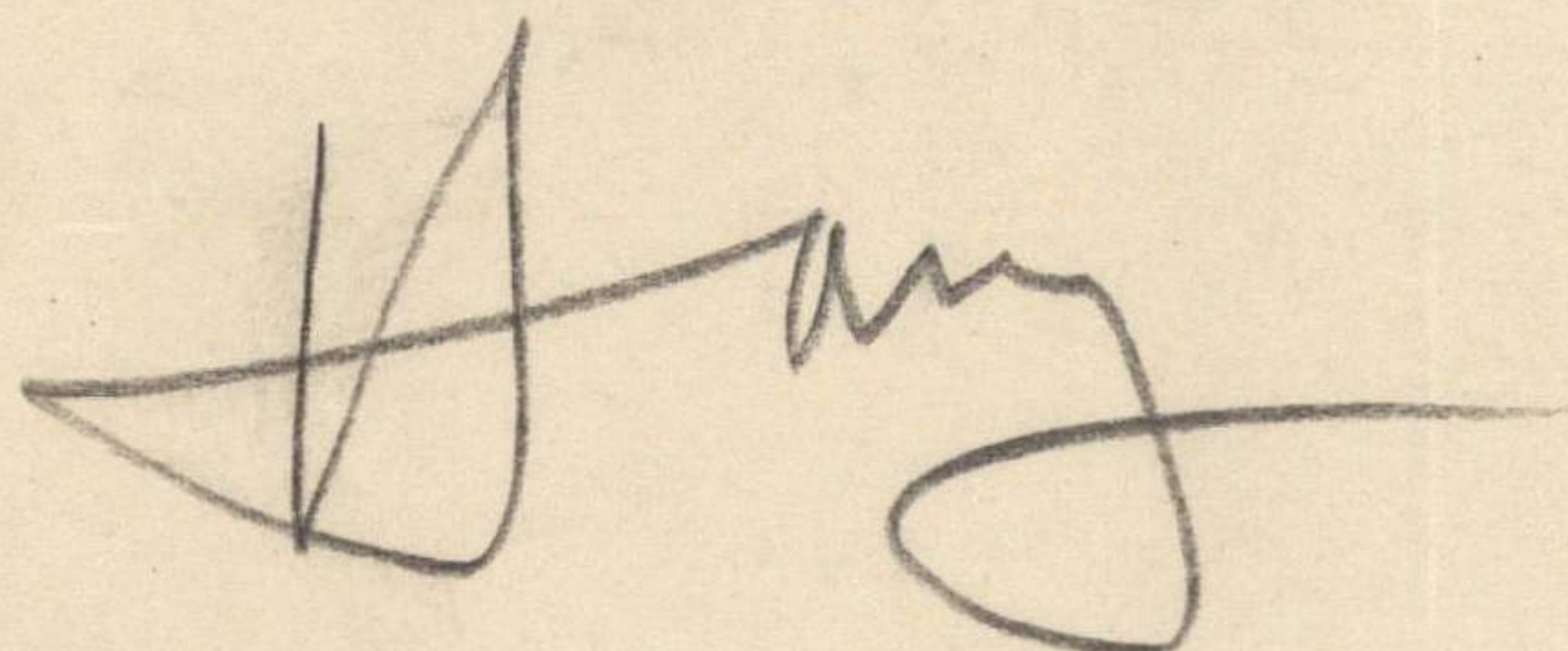
BLUE MOUND, KANSAS

March 2, 1940

Friend Phog- Congratulations of beating Missouri. Now for Oklahoma but Mizzou was the one I wanted to beat. Wonder now what our Friend Kemper thinks. Some day I think it will be necessary for me to take a swat at that Guy. His column in the Topeka Capital gives me a pain.

I wonder what he thinks now. We still have no big 6 football champions and you are not athletic director; I wonder whose fault it is now. But basketall titles still come to Mt. Oread. Well let me congratulate you again

Yours Friend

A handwritten signature in dark ink, appearing to be 'Harry E. Morrow', written in a cursive style with a long horizontal flourish at the end.

Lawrence, Kansas
March 14, 1940

Mr. W. A. Robinson,
Manager, Merchandising Division,
Fred Medart Manufacturing Co.,
St. Louis, Missouri.

Dear Bill:

Thanks for your kind letter of the 12th instant. I, too, hope we get good results from the ad you are running in the Southern Coach and Athlete.

We were in Oklahoma City last week with the basketball team, and while there I met Will Fleeson, a K. U. graduate, who happens to be with the American Seating Company, of Oklahoma City. He tells me he has Goal-Hi listed, and he thinks it is a marvelous piece of equipment. He is boosting it to the skies. Not only is he a good friend of mine, but he wants me to come down to Oklahoma City some time and visit the schools with him. He said he could place one or several in each school system that he contacts.

Fleeson is a brother of Doris Fleeson, who is with Sumner Welles now in Europe. She is one of the outstanding women journalists of America and she is now writing for the New York Daily News and the Washington Post. She is an author in her own right, and being a Kansas graduate and a celebrity and salubrity of national and international repute, awakens me to the justifiable pride in telling you that the University of Kansas graduates really go places and some of them sell Goal-Hi.

With best wishes, I am

Sincerely yours,

FCA:AH

Manager, N.C.A.A. Basketball Tournament

FRED MEDART

MANUFACTURING Co.

POTOMAC AND DE KALB STREETS SAINT LOUIS, Mo.

W. A. ROBINSON, MANAGER
MERCHANDISING DIVISION

March 12, 1940

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

Dear Doc:

I thought you might be interested in knowing that I am today writing Dwight Keith, Editor of Southern Coach and Athlete, advising him that we will run three 1/3-pages on Goal-Hi in his publication, beginning with the April issue.

We intend to keep an accurate check on the returns we got from this publication and if it looks like a good proposition, we may continue.

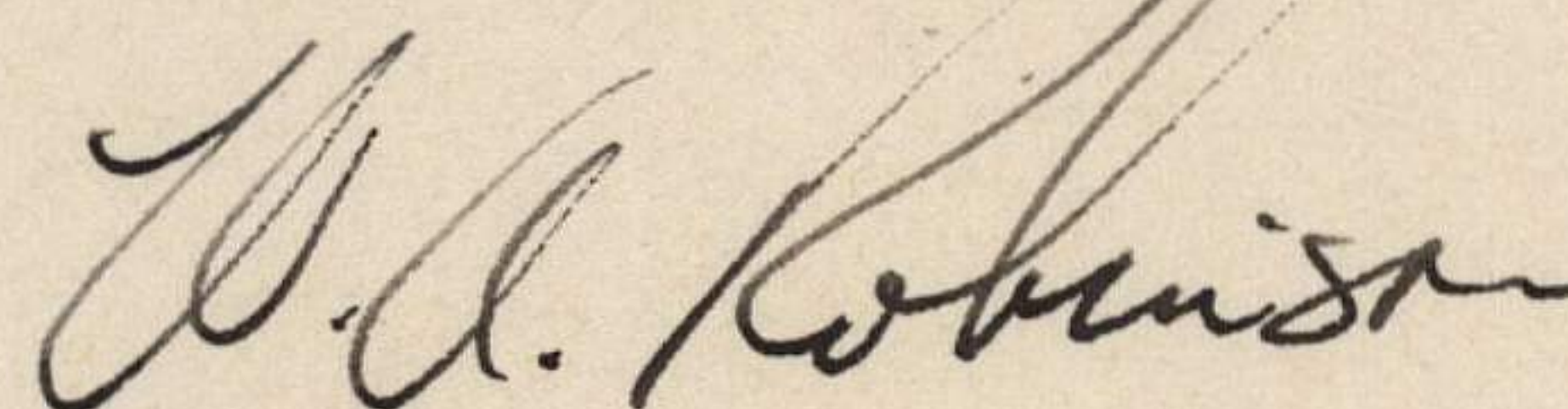
At the present time, inquiries on Goal-Hi are coming in at the rate of about 25 or 30 a day from the publications we are using, and think this is exceptionally good.

In addition to the inquiries we are receiving from publication advertising, a great number of inquiries are coming in every day as a result of the N.E.A. Convention, held here in St. Louis the latter part of last month.

Kindest personal regards.

Yours truly,

FRED MEDART MANUFACTURING CO.



Manager,
Merchandising Division

WAR:MS

Lawrence, Kansas
March 14, 1940

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

Dear Roy:

I am enclosing a copy of a letter I have just written to Bill Robinson.

I want to add that while I was talking to Will Fleeson in Oklahoma City I asked him if he knew Roy Weinzettel, and he said he had heard of him a lot. He said if you were ever in Oklahoma City he wanted you to stop in and see him. That boy will really sell Coal-Hi. Not only does he believe in it, but he boasts it loud and to the skies.

I am going to make it a point to drop down there before long and visit some of the Oklahoma schools with him.

We will be in Oklahoma City Saturday night where we play the Oklahoma Aggies to determine the Fifth District representative in the N.C.A.A. play-off in Kansas City on the 22nd and 23rd.

With best wishes, I am

Sincerely yours,

FCA:AH

Manager, N.C.A.A. Basketball Tournament.

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

(55)

SYMBOLS

DL=Day Letter

NL=Night Letter

LC=Deferred Cable

NLT=Cable Night Letter

Ship Radiogram

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

1940 MAR 15 PM 1 59

KAD46 29 SER=WUX STLOUIS MO 15 140P

DR FOREST C ALLEN=

UNIVERSITY OF KANSAS=

HAVE YOU RECEIVED REPLY YOUR LETTER SIXTH TO WALKER OF HOTEL CONTINENTAL REGARDING INSTALLATION CONVEX BOARD RULES COMMITTEE MEETING. PLEASE FOLLOW UP AND ADVISE SO CAN MAKE NECESSARY ARRANGEMENTS=

R E WEINZETTEL MEDARTS.

*adsl
203 P R r*

FRED MEDART

MANUFACTURING Co.

POTOMAC AND DE KALB STREETS SAINT LOUIS, Mo.

R. E. WEINZETTEL
SALES PROMOTION MANAGER

March 15, 1940

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

Dear Phog:

I return to the office after several days absence due to the very sudden death of my mother last Monday morning, to find your several letters, and first of all I am glad to have your report concerning Will Fleeson of Oklahoma City. I shall certainly make it my business to look him up when next in Oklahoma City.

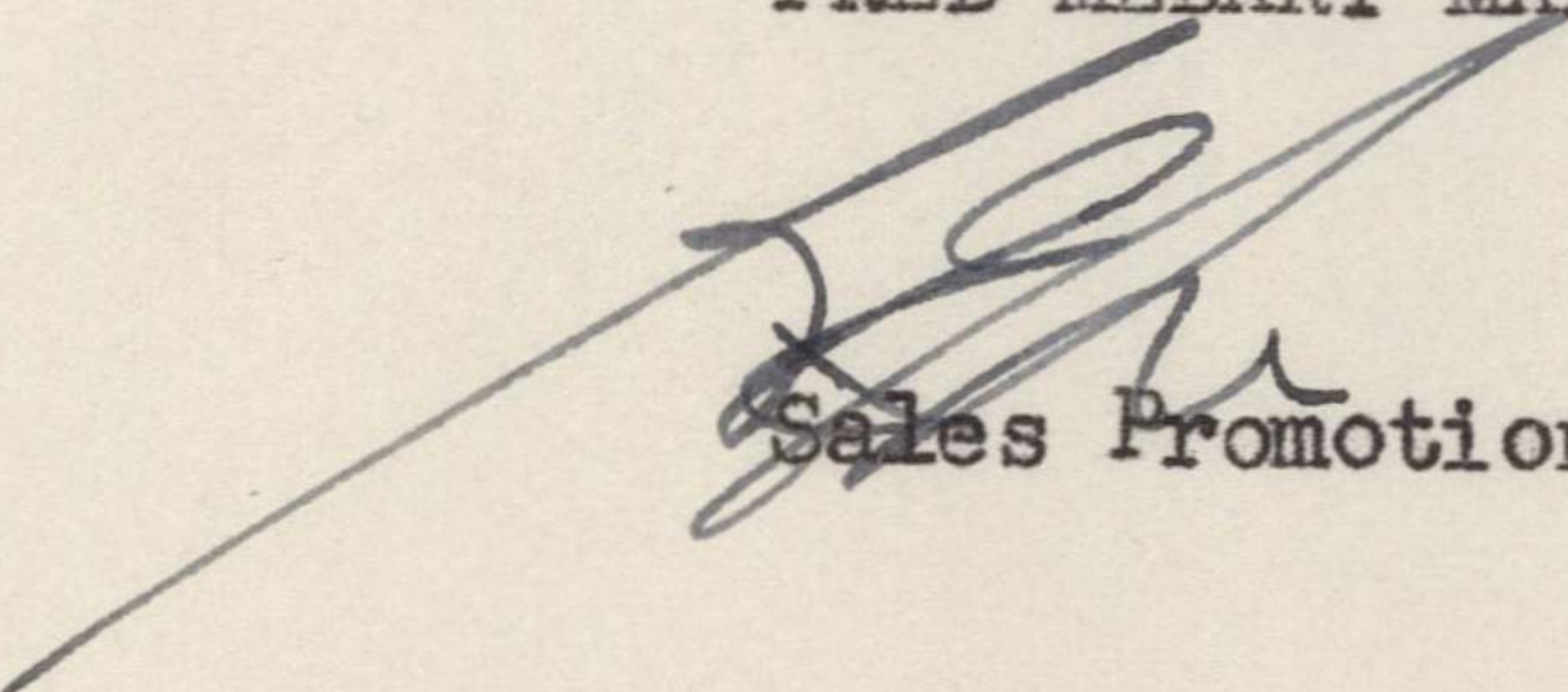
I want to congratulate you, Phog, on the successful outcome of the three cornered tie, which I note makes you eligible for the N.C.A.A. play-off in Kansas City. Hope I can be there ^{on the 22nd.} to watch your boys gallop to victory, failing which I expect to see them in the finals on March 30.

I wired you today per attached copy with reference to the letter you wrote to Walker of Hotel Continental, Kansas City, concerning the question of exhibiting the convex backboard during the Rules Committee meeting. I think this is very important and certainly hope you succeed in getting this man's permission to make this installation. I would like to have word from you as quickly as possible so I can make the necessary arrangements with an installation crew in Kansas City to handle the necessary work of getting this board properly installed. If you have not heard from Walker at the time you receive this letter, will you please call him and then communicate his decision to me?

Kindest personal regards.

Yours very truly,

FRED MEDART MANUFACTURING CO.


Sales Promotion Manager

REW/AC

Write ?

Charge to the account of _____

\$ _____

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
DAY LETTER	URGENT RATE
SERIAL	DEFERRED
NIGHT LETTER	NIGHT LETTER
SPECIAL SERVICE	SHIP RADIOGRAM

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206-B

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

MARCH 15 1940

DR FORREST C ALLEN
UNIVERSITY OF KANSAS
LAWRENCE KANSAS

HAVE YOU RECEIVED REPLY YOUR LETTER SIXTH TO WALKER OF HOTEL CONTINENTAL REGARDING INSTALLATION CONVEX BOARD RULES COMMITTEE MEETING. PLEASE FOLLOW UP AND ADVISE SO CAN MAKE NECESSARY ARRANGEMENTS.

R. E. Weuzette
FRED MEDART MFG CO

REW:MR
PAID
SER

Confirmation

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the un-repeated message rate is charged in addition. Unless otherwise indicated on its face, this is an un-repeated message and paid for as such, in consideration whereof it is agreed between the sender of the message and this company as follows:

1. The company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the un-repeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, *unless specially valued*; nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in cipher or obscure messages.
2. In any event the company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the sum of five thousand dollars, at which amount each message is deemed to be valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one percent of the amount by which such valuation shall exceed five thousand dollars.
3. The company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.
4. Domestic messages and incoming cable messages will be delivered free within one-half mile of the company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.
5. No responsibility attaches to this company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the company's messengers, he acts for that purpose as the agent of the sender.
6. The company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing to the company within sixty days after the message is filed with the company for transmission; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934.
7. It is agreed that in any action by the company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.
8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.
9. No employee of the company is authorized to vary the foregoing.

1-38

THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED
R. B. WHITE, PRESIDENT

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Overnight plain-language messages.

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Messages taking precedence over all other messages except government messages.

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Bon Voyage telegrams	"Pep" telegrams
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ASK ANY WESTERN UNION OFFICE OR AGENCY FOR FULL INFORMATION

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

(57)

SYMBOLS

- DL = Day Letter
- NL = Night Letter
- LC = Deferred Cable
- NLT = Cable Night Letter
- Ship Radiogram

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

KAD97 11 SER=WUX STLOUIS MO 19 337P

DR FORREST C ALLEN=
UNIVERSITY OF KANSAS=

GETTING ANXIOUS ABOUT INSTALLATION CONVEX SAMPLE
CONTINENTAL HOTEL. ANY NEWS. REGARDS=
ROY WEINZETTEL FRED MEDART MFG CO.

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R-48P

Roy -

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Leadership Goals:

To ensure that all employees are...
opportunities to...
of their...
to...

WESTERN UNION

St. Louis, Mo.
March 19, 1940

Dr. F. C. Allen,
Lawrence,

Getting anxious about installation
convex sample Continental Hotel. Any news?

Regards.

Roy E. Weinzettel,
Medart Mfg. Co.

FRED MEDART

MANUFACTURING Co.

POTOMAC AND DE KALB STREETS SAINT LOUIS, Mo.

R. E. WEINZETTEL
SALES PROMOTION MANAGER

March 16, 1940

AIR MAIL
SPECIAL DELIVERY

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

Dear Phog:

Mrs. Hulteen very kindly wrote me under date of March 15 in reply to my wire concerning the question of having the modified backboard installed in the Kansas City Athletic Club, and I am sorry this organization does not see fit to cooperate with us.


This looks like a "must" assignment as the installation of one of these sample boards anywhere else would not be at all convenient to the Rules Committee, and I am wondering whether or not ^{you} would call up this man Walker and explain to him that the subject of the modified board is of considerable interest to the Basketball Rules Committee and will be the subject of much discussion, and that it is imperative that a sample be made available to the members of the Committee for their inspection and consideration. Naturally we would be glad to absorb the cost of a telephone call from Lawrence to Kansas City for that purpose.

I hope you can successfully overcome the objections raised in Walker's letter. As far as the question of our installation crew being in the way is concerned, we could very easily handle that to the convenience of Mr. Walker.

Please wire me when you have something definite on this Phog, as I want to make the necessary arrangements without delay.

Kindest regards.

Cordially yours,
FRED MEDART MANUFACTURING CO.


Sales Promotion Manager

REW/AC

WESTERN UNION

St. Louis, Mo.
March 15, 1940

Dr. F. C. Allen.

Have you received reply your letter 6th to Walker
of Hotel Continental regarding installation convex board Rules
Committee meeting. Please follow up and advise so can make necessary
arrangements.

R. E. Weinzettel.

*See attached
copies.*

Lawrence, Kansas
March 15, 1940

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

Dear Mr. Weinzettel:

Dr. Allen left early this morning for Oklahoma City where our basketball team meets the Oklahoma Aggies Saturday night to determine the Fifth District representative in the semi-finals of the N.C.A.A. tournament in Kansas City on the 22nd and 23.

In today's mail Dr. Allen received a letter from Mr. C. H. Walker, of the Kansas City Athletic Club, concerning the installation of the backboard in the K.C.A.C. gymnasium. I am sending a copy of Mr. Walker's letter so that you may have this information.

Dr. Allen will return Sunday, and at that time I will show him your wire, together with Mr. Walker's letter. It is possible that he will want to make arrangements for the backboard to be installed elsewhere. I am sure that you will hear from him very early next week.

Sincerely yours,

Secretary to Dr. F. C. Allen.