

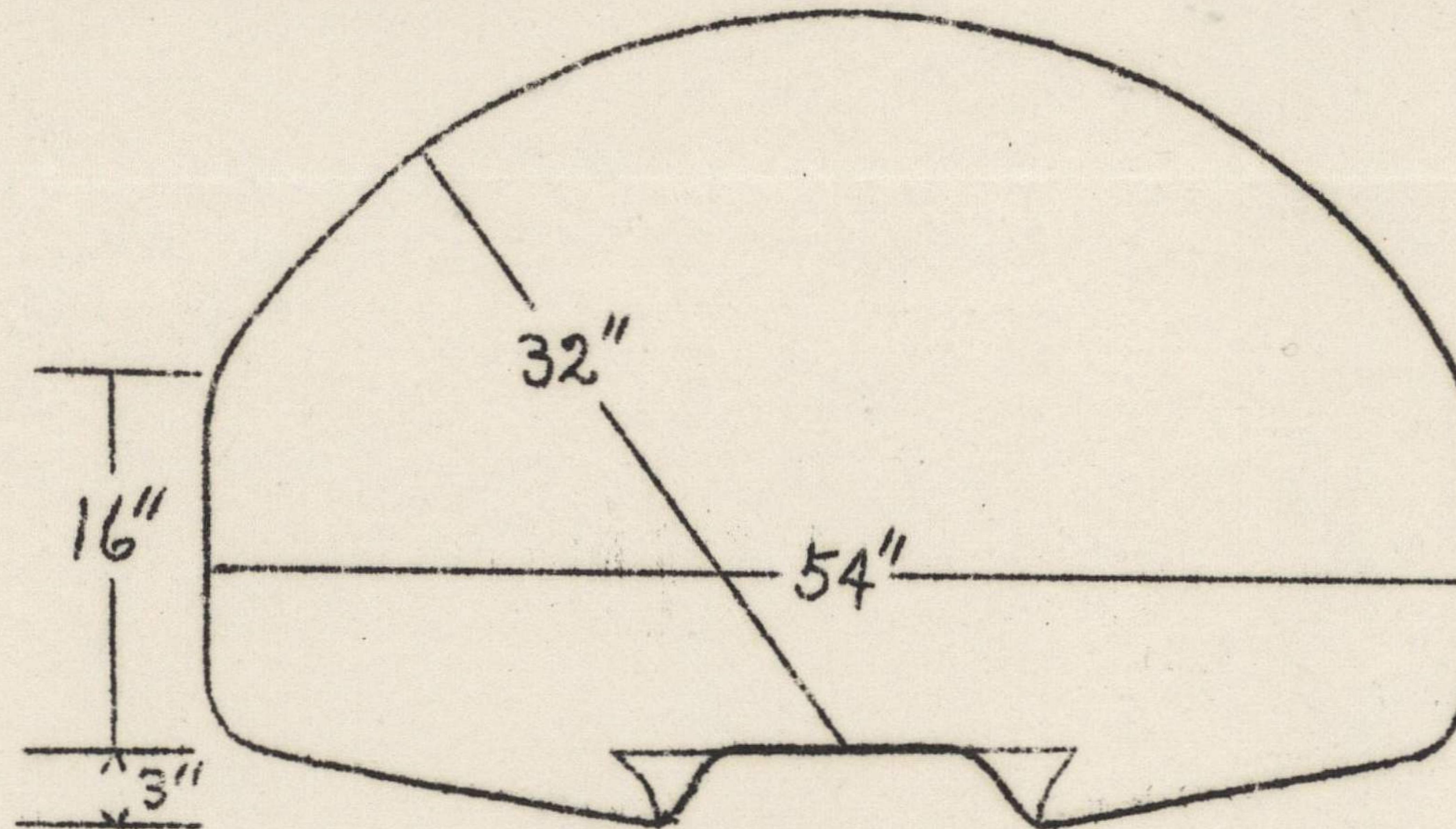
May 9, 1939

To Members,
National Basketball Committee:

PLEASE ANSWER

The diagram below is an attempt to crystallize the sentiments expressed by committee members relative to a modified backboard. The cut-out below the basket ring is contingent on developing a basket which will fasten to the lower edge of the board with braces to the 3 inch fly.

As a guide for experimentation and for inclusion in the almanac section, would you sanction such a size and shape?



TO KEEP YOU POSTED

The Editor and Secretary labored in the wee hours in the days following the meeting to fit the jig-saw modifications into a bug-proof picture (We hope). Copy for the summer school edition is now in the hands of the printer. In ten days or two weeks, each member will receive book with the ink still wet.

* * * *

No special effort is being made to advertise the summer school edition. Each member may choose to pass the word along to coaching schools in his locality. Would-be purchasers may write the National Federation, 11 South LaSalle St., Chicago. The price will be 20¢ per copy or \$1.65 per dozen copies.

* * * *

The Play Situations Book will be ready about June 1st.

Yours truly,

N. V. Porter

Secretary

HVP/j

ANNUAL MEETING OF THE
NATIONAL BASKETBALL COMMITTEE
OF THE UNITED STATES AND CANADA

McAlpin Hotel, New York

May 1 and 2, 1939

Members Present:

Representing the N.C.A.A.

F. C. Allen.....University of Kansas, Lawrence, Kansas
John Bunn.....Stanford University, Palo Alto, California
Forrest Cox.....Colorado University, Boulder, Colorado
Sumner A. Dole.....Connecticut State College, Storrs, Connecticut
H. G. Olsen.....Ohio State University, Columbus, Ohio
Curtis Parker.....Centenary College, Shreveport, Louisiana
J. W. St. Clair.....Southern Methodist University, Dallas, Texas
H. H. Salmon, Jr.....40 Wall St., New York, New York

Member at Large:

Oswald Tower.....Andover, Massachusetts

Representing the National Federation

M. C. Cunningham.....High School, Desloge, Missouri (NOT PRESENT)
Frank P. Maguire.....Dept. of Public Instruction, Harrisburg, Penn.
H. V. Porter.....11 South LaSalle St., Chicago, Illinois
Floyd A. Rowe.....Board of Education, Cleveland, Ohio

Representing the Y.M.C.A.

John Brown.....347 Madison Ave., New York, New York
J. Mark Good.....Sun-Gazette Co., Williamsport, Pennsylvania
E. J. Hickox.....Springfield College, Springfield, Massachusetts

Representing the Canadian I.A.U.

J. H. Crocker.....University of Western Ontario, London, Ontario,
Canada

Representing the Canadian A.^B.A.

A. F. Jefferess.....114 Carrick Ave., Hamilton, Ontario, Canada

MINUTES OF MEETING OF NATIONAL BASKETBALL COMMITTEE
OF UNITED STATES AND CANADA HELD ON MAY 1 and 2,
1939, AT MCALPIN HOTEL, NEW YORK

The 1939 annual meeting of the National Basketball Committee was held at the McAlpin Hotel, New York, on May 1st and 2nd.

General Plan of Sessions

The sub-committees met in informal session at 9:00 A.M. Monday, May 1st. The first formal session opened at 10:00 A.M. Monday with Chairman H. H. Salmon presiding. Other sessions were held Monday afternoon, Monday night and Tuesday morning.

Monday night the committee recessed for an hour to attend a demonstration of basketball backboards of a new size and shape and with a convex surface. These boards had been erected at the New York University Gymnasium by the Fred Medart Company of St. Louis, Missouri.

Synopsis of Reports

THE CREDENTIALS COMMITTEE authorized the seating of members as listed and reports were heard.

REPORT OF SECRETARY: The minutes of the last meeting were approved as mailed. The Secretary reported on the general nature of committee activities since the last meeting. The methods used in making up material for the guide and for the play situations book were outlined. After sanction by the Executive Committee the National Federation published a coaching school edition of the guide which was available about June 1st. This book was not generally distributed but was used by a number of coaching schools. 229 copies of the book were sold for this purpose and the National Federation paid the usual royalty of four cents per copy for such books. Attention was called to the desirability of continued action by the committee in directing trends so that the game may keep pace with improvements in other fields, and in coordinating the experimental work which is being done by groups throughout the country. Attempts should also be made to constantly improve the code itself by clarifying and amplifying disputed sections. Such work can be directed through study of requests for interpretations on different sections of the rules and of the results of the comprehensive examinations which are given by various groups to their registered officials.

Attention was called to statistical blanks and data showing the effect which the 1938-39 rule changes have had on the game. Such work included tests to determine the best bouncing reaction of a ball, to determine the best size of ball for various age groups, to determine the part of the backboard which is actually used, to find how much use is being made of the four-foot end space and possibilities in various proposed modifications in timing methods.

A comprehensive questionnaire, based on experimental work which was sponsored by the committee, was widely distributed and carefully tabulated.

Continued progress may be promoted by making certain equipment or procedures optional until such time as it seems desirable to make them compulsory. A second way to promote progress is for the committee to designate certain groups as experimental groups to try out modifications which the committee may think desirable but which they would hesitate to immediately put into the rules.

Page two -

NATIONAL ASSOCIATION OF BASKETBALL COACHES: The recommendations of the National Association of Basketball Coaches were presented by Clair Boe of Long Island University. They were:

1. A captain shall have the option to decline any free throw and choose instead to take the ball out of bounds at the side of the court nearest to the spot of the foul. The personal foul penalty shall be charged to the offender. Rules 15, Section 13B

In case where a foul is penalized by two free throws, the right to decline any free throw shall obligate the disclaimer to decline both free throws. Rule 15, Section 13B

2. In case of a throw for the basket and a foul by the defense, occurring simultaneously, the throw resulting in a field goal shall count and the personal foul shall be charged against the offender. Rule 15, Section 13B
3. With a view towards making them official, the requirements as to form and materials used in the construction of the ball, the basket and its rim, the net and the bank board, shall be standardized. Rule 2, 3, 4.
4. The word optional shall be stricken from the rule dealing with court size. Each of the end lines shall be four feet behind the front surface of its respective bank board. There shall be fifty feet from side line to side line. The distance between the front surfaces of the bank boards shall be ninety feet. Rule 1.

CHARTERED BOARDS OF OFFICIALS: Recommendations were presented by Dr. John Brown, Jr. These recommendations were noted along with those mentioned in the questionnaire and in the reports of the various sub-committees. All of them were considered in the course of the ensuing sessions. The Secretary did not receive a copy of the recommendations and consequently they are not included in their entirety in these minutes.

REPORT OF RESEARCH COMMITTEE: Reports were made by Chairman and by various members of the Research Committee. Copies of detailed comments relative to the desirability of raising the height of the baskets and of experiments with modified backboards and basket nets were distributed to each member of the committee and consequently they are not included in these minutes. Copies of a method for rating basketball players were also distributed.

Floyd Rowe reported on a study of lighting standards and recommended a minimum intensity of 10 foot-candle power at 4 feet above the court.

PUBLICATIONS COMMITTEE: The report of the Publications Committee is included in the report on the business session which appears near the end of these minutes.

QUESTIONNAIRE COMMITTEE: The Questionnaire Committee analyzed the results of the voting on the various topics included in the questionnaire.

1939-40 RULE MODIFICATIONS

Several modifications in rules or interpretations were made after a thorough consideration of all reports and of all statistical data which might have a bearing. No attempt is made to indicate which member made or seconded any motion. In every case, action was taken after a motion regularly made, seconded and carried. In practically all cases the adoption was by unanimous vote. In no case was any change authorized with less than a three-fourths majority.

1. 1-1. The minimum dimensions of a court are to be 74 feet by 42 feet. Also the optimum (ideal) length for college courts is to be 94 feet. A statement relative to what constitutes proper lighting for courts is to be included in the Comments following the rules and a reference to it will be made in Rule 1-1.

2. 1-5 and 2-2. It will be specified that end lines shall be four feet behind the backboards unless space will not permit. In that case the end lines may be at any distance between two feet and four feet behind the backboards.

The court diagram will be changed to conform to these rule modifications.

3. 4-1. The tolerance in bouncing reaction of a ball will be between a minimum of 49 inches and a maximum of 54 inches.

4. 5-2 and 11-1-(d). Any player will be permitted to request a time-out provided it is done at the proper time as specified in 11-1.

5. 5-3. Slight changes will be made to take care of certain interpretations which have been authorized. These will include the interpretation that in case of an injury after a goal, substitution may be made only for the injured player and in case several substitutions for the same team are made, either captain may request that the players be brought together in order that each player may locate his proper opponent. It was the sentiment of the committee that this should not be encouraged but might be done at the discretion of the official.

6. 6-1, 2, 3, 7, 9 and 10. The term "timers" is to be used.

Also the official must designate the official time piece and shall be specifically instructed to examine the scorebook at the end of each half.

In Section 7, the term "must" is to be used in the last sentence.

In Section 9, the expression "the call of time at the end of game" is to be corrected.

In Section 10, it is to be made clear that the official is obligated to make clear to the scorers the number of the player who fouled.

7. 7-7-j. This statement is to be reworded for clarity and accuracy.

8. 7-11-Note and 7-21. The Editor was given authority to re-word these sections for clarity and accuracy. In the case of the note, the sentiment on the questionnaire and the sentiment expressed in the committee was to the effect that a more rigid administration of this rule should be promoted, particularly in the case where the ball holder is in the open and the situation is not complicated by a number of players being in a congested area such as in the vicinity of the basket.

9. 11-2. Interpretations which had been made relative to how a substitution might originate following a goal were authorized. These will be taken care of through slight modifications in the questions and answers following this section.

10. 11-4. In addition to the five permissible charged time-outs, a team will be allowed one time-out for each overtime period.

11. 13-5. After the free throw following a technical foul, the offended team shall put the ball in play from out of bounds at the center of a sideline.

12. 14-2 and 14-7. These sections to be reworded to be in harmony with the change which was made in Section 9. Also the committee adopted the interpretation that the restriction for entering the lane applies only to touching the floor in the lane, i.e., the plane of the lane line is not to be considered the restricting area and a player is not in the lane until he has touched the floor.

13. 14-9. It is to be considered a violation if a free throw does not enter the basket or touch the ring even though it might touch the backboard. Touching of the ball by any player before it touches the ring is assumed to end the free throw.

14. 15-A-1. In (b) the term "a player" is to be replaced by "an opponent".

15. 15-C-9. The Editor was authorized to attempt a rewrite of the first question in the attempt to clarify certain dribble situations.

16. 15-C-12-Penalty. The penalty is to be reworded and rearranged to include two changes. Whenever a player who is in the act of throwing for a goal is fouled from behind or is roughly handled from any direction, two free throws are to be awarded regardless of whether the goal is made or missed. Also, after any personal foul, the Captain of the offended team may choose to refuse the free throw (or last one in case of a multiple throw) and to put the ball in play from out of bounds at the center of the sideline. Such option will not be allowed in the case of a double foul.

17. GENERAL: The Editor was authorized to check the use of the term "misses" and the terms "possession" and "control" and to make changes in wording wherever these terms might be erroneously used or might lead to doubt in the minds of the readers.

Other Committee Action

There was considerable discussion relative to the possible use in future years of a backboard which would be made considerably smaller than the present one through elimination of superfluous areas at the edges and corners and which might be constructed with a convex surface rather than a plane surface. It was pointed out that the edges and corners are used a negligible number of times in actual play and the waste space has become a detriment because of changes in style of play and in court markings. A different type board would have the following advantages:

1. It would permit freer use of the four-foot end space.
2. It would greatly increase the visibility of the basket from corners of the gymnasium and from directly behind the backboard.
3. The removal of the lower edge of the backboard would increase the space under the basket from which a goal might be made.
4. It would simplify the bridgework which is necessary for hanging the backboard since the weight would be reduced by nearly one-half and the span would not be so great as to cause warping or twisting.
5. Such backboards would have a more pleasing streamlined appearance.

These facts have been verified through extensive research made by several members of the committee and through the demonstration which was attended by the committee members.

The committee instructed the Editorial Committee to use at least one page in the almanac section of the guide for diagrams and material calling attention to the proposed modified backboard and to the fact that the backboard of future years will probably be of this type. In order that those who are interested in equipment

will have something upon which to base their plans, the article will carry a diagram showing a board with little space below the level of the ring and with rounded corners, i.e., with the edges semi-circular or oval. The distance from the basket level to the top of the board is to be between 27 inches and 30 inches and the width of the board is to be between 54 inches and 60 inches. Such a board is to be considered the standard for experimental work until such time as the most desirable shape and size may be determined.

The Research committee was instructed to encourage conference and coaching school use of modified boards of this type.

There was considerable discussion relative to nets of a type other than the standard seine twine. Several members reported use of the Bennett type metal chain net. In general, the reports indicated that such nets had considerable merit but it was the sentiment of a majority of the committee that such nets are so expensive that they would not be widely used even if legalized. The Chairman of the Research Committee was instructed to notify the inventor that at the present time the committee has no intention of legalizing any net other than the present official one.

The report on the height of baskets led to considerable discussion. The Research Committee was instructed to continue experimentation and members of the committee agreed to encourage the erection of boards which would be on brackets so that they might be raised or lowered for the collection of statistics which will give further information relative to the advantages and disadvantages of the 11 and 12-foot baskets.

The committee discussed several interpretations which had been made during the current season and, in general, sanctioned those which had been made by the official interpreter. Definite action was taken relative to the following:

1. If an overtime is played because of an error in the score which is not discovered until after overtime play has started or because of lack of knowledge of the proper rule relative to tie games, the team which was the winner by rule at the end of regular playing time or at the end of an overtime period is to be considered the winner regardless of what may have happened in the overtime.
2. The Questionnaire Committee was instructed to give some attention to problems which arise because of diving for the ball and to attempt to determine sentiment relative to this practice.
3. The Secretary was instructed to collect information relative to studies which have been made concerning the effect of basketball on health of players.

Business Meeting

Mr. Dole was called away from an early session because of the death of his father and the committee adopted and mailed a resolution of condolence and a suitable floral tribute.

Treasurer Floyd Rowe distributed copies of the financial statement. Because of this, additional copies are not included with the minutes but copy of the statement is in the files of the secretary.

Page six -

The Treasurer's report was accepted and ordered filed. The report showed that 229 copies of the summer coaching school edition of the rules book had been sold and that approximately 44,000 copies of the almanac edition of the guide had been sold. The number of sales in Canada was slightly less than three percent of the total. At the time of the meeting \$1784.76 in royalties were due from the American Sports Publishing Company, making the assets of the committee \$1851.11. The liabilities included \$70.00 due the Canadian groups for 1937-8, \$500.00 due to Oswald Towor for 1938-39 services, \$10.00 due the McAlpin Employees Fund, and \$21.68 for expenses connected with the 1939 meeting. After general expenses have been paid, ten percent of the net will be paid the Y.M.C.A., five percent will be paid half and half to the two Canadian groups and the remainder will accrue to the National Collegiate Athletic Association.

The Chairman appointed on the Nominating Committee, J. W. St. Clair, Chairman, F. P. Maguire, J. H. Crockor, E. J. Hickox and H. G. Olson. The Committee nominated and recommended the election of the same officers as had served during the current season. Those officers were unanimously elected.

Mr. Towor reported for the Publications Committee and stated that the A.S. Barnes Company had presented a proposition whereby they might print the basketball guide. John Lowell Pratt, representing the Barnes Company, was called in to present the advantages of such publication. He suggested the printing of the rules in a separate small folder and, as a substitute for the present almanac section of the guide, proposed the use of material dealing with the mechanics of play, primarily for the benefit of those who may not have the advantages of attending coaching schools or of having trained coaches. If the Barnes Company were to be made the sole publisher of the guide, they would be willing to guarantee a gross income for the committee which would be equal to the present income from royalties and which might be greater if the sale of books could be increased. After discussing the proposition, the committee voted that for the 1939-40 season the guide would be published by the American Sports Publishing Company and that its nature would be similar to that of the past several years. The Executive Committee was instructed to make further investigations relative to proposed changes in publication or methods of increasing the sale of the guides. The Executive Committee will report back to the entire committee by mail or at the next annual meeting.

Each of the constituent bodies will be asked to set up machinery whereby an individual or small committee will pass upon material which will be used in the almanac edition of the guide and about which there might be some question. Each such body will have authority to sanction or disapprove such material for its own section of the almanac.

The Secretary and Chairman were instructed to locate the committee constitution which was proposed several years ago but upon which no official action was taken. They were authorized to bring such constitution up to date and to submit it to the members for final action.

The Secretary was authorized to arrange with the National Federation to publish the special edition of the rules for the use of summer coaching schools. It was understood that the customary royalty of four cents per copy would be paid the committee on any such rule separates which might be sold and on any almanac edition or rule separates which might be sold by the American Sports Publishing Company for any purpose.

An honorarium of \$500.00 to the official interpreter, Oswald Towor, was authorized and the Treasurer was instructed to pay the McAlpin Employees Fund \$10.00.

Page seven -

F. C. Allen reported that the National Collegiate National Tournament Finals will be held in Kansas City, Missouri, on Saturday, March 30th. He invited the committee to hold its 1940 annual meeting at that place on Saturday and Sunday, March 30th and 31st. The committee voted to accept the invitation and thus officially fixed the time and place for the 1940 meeting.

The meeting adjourned at 1:30 P.M. Tuesday, May 2nd.

Signed:

N.U. Porter

, Secretary

Note: If any member desires to suggest changes or additions, he should notify the secretary at an early date.

Lawrence, Kansas
May 13, 1939.

Mr. H. V. Porter,
11 So. LaSalle Street,
Chicago, Illinois.

Dear Mr. Porter:

This will acknowledge receipt of your mimeographed letter as of May 9th, together with the minutes of the annual meeting of the National Basketball Committee of the United States and Canada held in New York on May 1 and 2, 1939.

The diagram shown in your letter seems to me to be about the size that the committee members discussed concerning the modified back-board. I am not sure that I am enthusiastic regarding the 3" surface below the basket. There may be some difference in the bankable area between the 3" fly and the 6" fly. Since all the older baskets take a 6" attachment, giving that much more of the board to bank upon, I believe that thing should be considered. If the extra 3" does not hinder bank shots from underneath, then certainly there can be no objection, but I believe some research should be done on that by building a board and trying it out before we should agree on the lesser surface.

You will remember, Mr. Porter, that your streamlined board looked beautiful until the boys started shooting at it. And then it was found that it was entirely too small. They were in the habit of banking many shots just at the area where the board was cut off, and so many of the boys hit the edges of that board. I believe that there would be a mental hazard to the player who stands underneath and banks his shot up near the edge of that board.

If my notations are correct from the research committee, I was instructed to work with a flat board with a surface 3' by 4', and also to consider alterations on a convex board with a width of 4'6" to 5', with the radius of either 2'3" or 2'6". This was to be in the shape of a fan. My notations indicate that all the members of the committee liked a larger board than the streamlined one, but Mr. Tower, as I remember, expressed himself in favor of the smaller board.

I am very happy to have you and Mr. Tower agree on this size, as I find myself agreeing with this. However, there is one thing I think would be well to do, Mr. Porter, and that is for you to write the Medart people to find out if the small board that you and Mr. Tower proposed would have attachments to the old supports that are now in place. Many schools, of course, would object to a board that would necessitate the new fixtures on account of the expense.

The problem of a smaller board should have these minimal considerations: first, it should not destroy the target for the player; second, it should not increase the number of out of bounds balls; third, it should help the view of the spectators; fourth, the beneficial qualities of the convexity regarding bankable space and the benefit to the shooter in the end zone and the benefit to the spectator at the side and back of the basket.

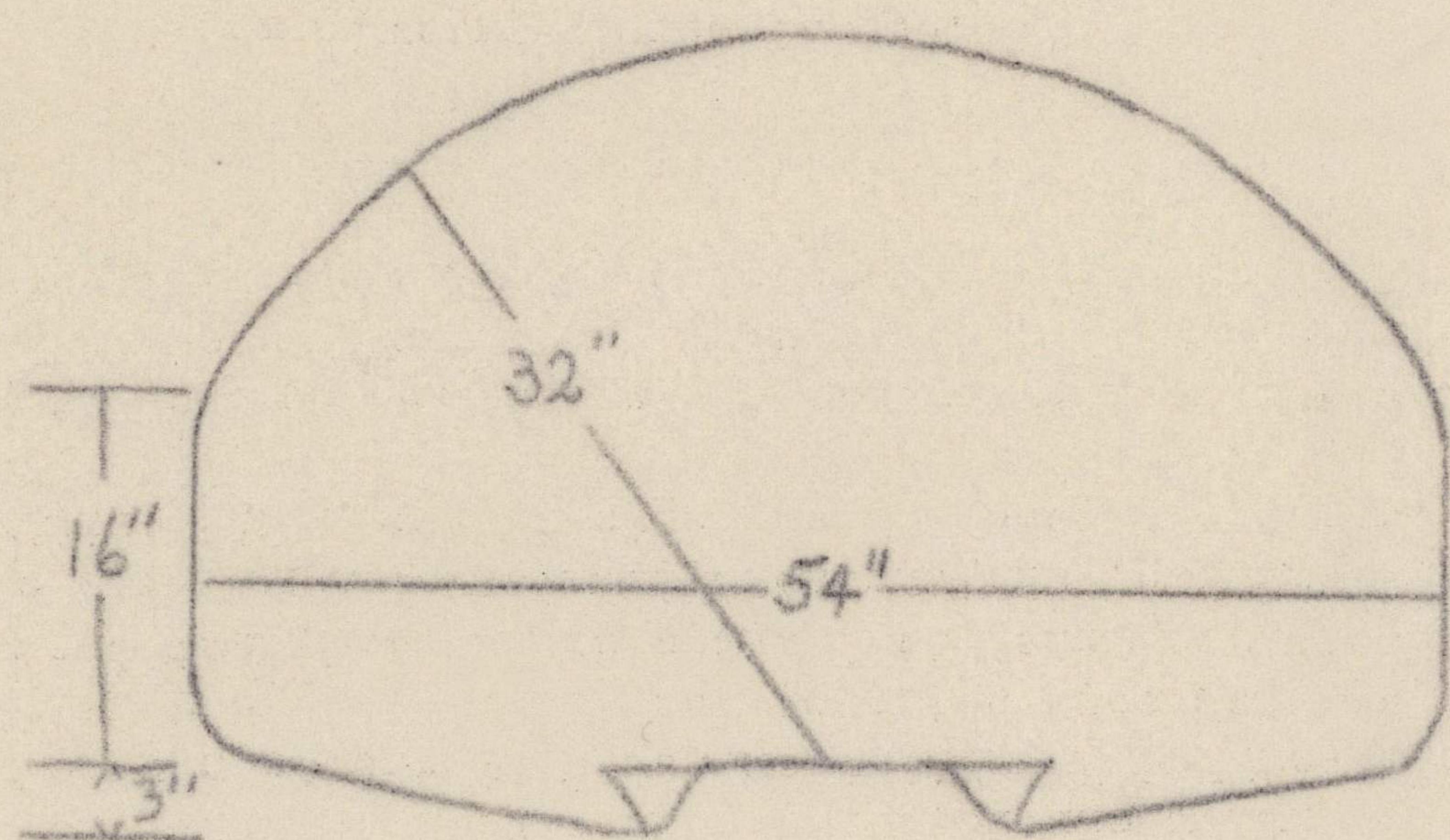
H. V., here is one problem. John Bunn, St. Clair, Dr. Naguire and others are desirous of using this modified board in the coaching school sessions. Many of these people desire to use the convex board. I am wondering if you will write to Mr. Teinzettel, of the Medart Company, and work with him regarding a modified convex board that we can use in the coaching schools this summer. If I have my notes correctly, that is what they were expecting me to do. I was to write the committee members and agree on a convex board the size of which would be agreeable, and see if we could have the board ready for summer school work. Am I correct?

With all good wishes, I am

Very sincerely yours,

FCA:AH

Director of Physical Education,
Varsity Basketball Coach.



Western Union

St. Louis, Mo.
June 5, 1939.

Dr. F. C. Allen.

Please rush air mail special delivery reply premised
in your letter of 3rd to me care Bismark Hotel, Chicago.
Also copy Porter's report covering result his Rules
Committee questionnaire to you. We without this data
and desire to consider it before contacting him Wednesday.

R. E. Weinzettel,
Fred Medart Company.

CLASS OF SERVICE

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

WESTERN UNION

1201

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

(45)

SYMBOLS

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

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DR FORREST C ALLEN=

UNIVERSITY OF KANSAS LAWRENCE KANS=

RE YOUR LETTER 26TH URGE YOU PHONE BILLY ANDLAUER AND
ATTEMPT SET DEFINITE DATE TAKE MOVIES. SUGGEST NEXT
MONDAY IF CONVENIENT YOU TO ARRANGE GAME. PLEASE WIRE
ME RUSH WESTERNUNION COLLECT SOON AS DATE SET SO CAN
MAKE ARRANGEMENTS BE PRESENT IF POSSIBLE=

R E WEINZETTEL MEDART.

of
10/10/39

26

July 28, 1959.

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

Dear Mr. Weinzettel:

Yesterday I sent you the following wire:

"Arrangements made Billy Andlauer shoot pictures
Monday afternoon. stop Hope for your presence
Monday morning."

I trust that it will be possible for you to
be with us Monday. I will be teaching until 11:30 Monday
morning.

We have fastened the broken gates back in
place on the ring of the goal with adhesive tape. This tape
has been on there a week or ten days and seems to be doing very
well as a temporary arrangement. Since the goal is painted
white the tape does not show from a distance.

Referring to your letter of July 18, I am not
sure that I told you in our first game we used the goal at the
full 10 ft. height for adults. For the youngsters' game last
Wednesday night (boys 11-12 years of age) we set the goal at
8 ft. The ball which we painted white was a regulation molded
basketball. If the goal should be used on a cinder playground
it might be that a rubber ball would wear better.

With best wishes, I am

Very sincerely yours,

FCA:AM

Director of Physical Education and Recreation,
Varsity Basketball Coach.

FRED MEDART MANUFACTURING CO.

STEEL LOCKERS - STEEL SHELVING - STEEL WARDROBES
GYMNASIUM APPARATUS - PLAYGROUND APPARATUS
GYM SEATS - SWIMMING POOL EQUIPMENT
METAL SPECIALTIES

NEW YORK OFFICE
16 WEST 61ST STREET

CHICAGO OFFICE
326 W. MADISON ST.

GENERAL OFFICE AND FACTORY
POTOMAC AND DE KALB STREETS

ST. LOUIS, MO.

July 25, 1939

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

Dear Dr. Allen:

I have before me three or four issues of "Life" and I note that in each issue there is a portion of the magazine given to sports. Apparently there is not much in the way of a write-up necessary for "Life" but rather some action photographs are in order.

I have been wondering how those photographs look that you had taken by the photographer of the Kansas City Star. Were they pictures of the game being played or merely "stills", pictures of the stand only.

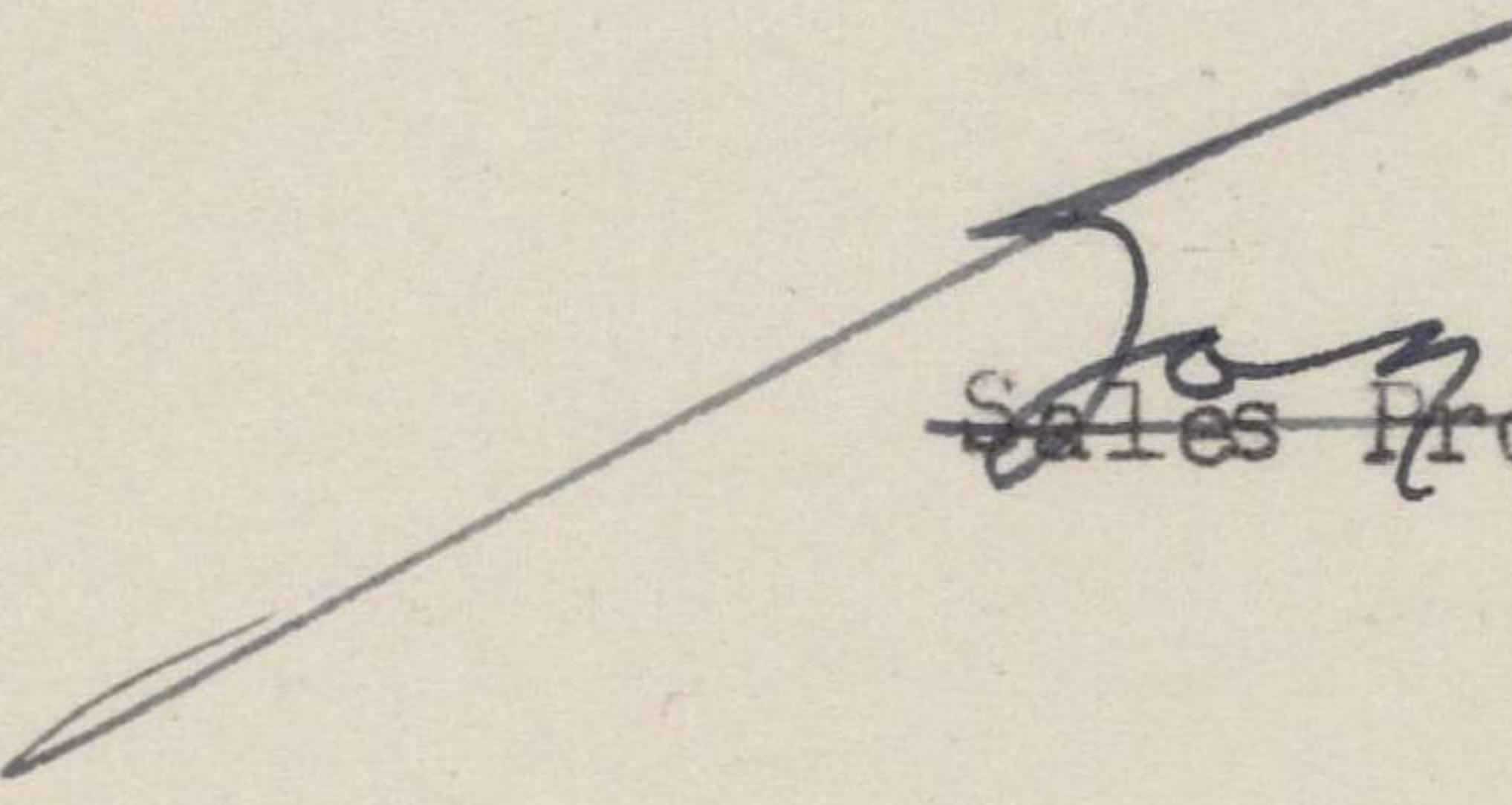
Just thought I would mention this to you because it will give us both something to think about in regard to some publicity in "Life" on the new game "developed by "Phog" Allen'....

This thing is certainly getting "hot"!

Kindest regards.

Cordially yours,

FRED MEDART MANUFACTURING CO.


Sales Promotion Manager

R.E. Weinzettel/AC

FRED MEDART MANUFACTURING CO.

STEEL LOCKERS - STEEL SHELVING - STEEL WARDROBES
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GENERAL OFFICE AND FACTORY
POTOMAC AND DE KALB STREETS

ST. LOUIS, MO.

July 25, 1939

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

Dear Dr. Allen:

Supplementing my letter of yesterday with reference to authority to go ahead with the publicity plans as offered by the magazine "Life" and also the Paramount News, please be sure to keep us informed on the tentative date when this publicity will be handled in Lawrence so we can be present if at all possible. You have the dates when I will be available, in my letter yesterday.

The purpose of this letter is to suggest that in the event the above two organizations come down to Lawrence for this purpose, that you have the gate that was broken from the ring welded back into place so it will be in good order for the exhibition game that would have to be played. In other words, we do not have another of these gates available, nor do we have a goal made up, and the cheapest and best way to handle the broken part is to have it welded locally, as suggested. We, of course, would absorb the cost of this work.

Kindest regards.

Yours very truly,

FRED MEDART MANUFACTURING CO.



S. E. Weinzel
Sales Promotion Manager

R.E. Weinzettel/AC

WESTERN UNION

Cliff

St. Louis, Mo.

July 27, 1939.

Dr. Forrest C. Allen.

Re your letter 26th urge you phone Billy Andlauer and attempt set
definite time take movies. Suggest next Monday if convenient. You
arrange game. Please wire me rush Western Union collect as soon as
date set so can make arrangements be present if possible.

R. E. Weinzettel.

Arrangements made Billy Andlauer
shoot pictures ^{early} Monday afternoon stop
~~Fast~~ Hope for your presence

Monday morning.

Jca

12415

AIR MAIL

July 27, 1939

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

Dear Dr. Allen:

I have your very interesting letter of July 26, to which I replied by telegram, per copy attached, and hope you will succeed in getting your friend Billy Andlauer to come out to Lawrence and make the most of the offer Paramount has made to us, next Monday or Tuesday at the latest.

In the event the schedule for taking these movies goes ahead for one of these two dates, I want to remind you to have the gate welded back to the rim of the goal so this broken piece will be in place for this game.

No doubt there would be some close-up "shots" of you as the originator of this game explaining why you thought it was good, and in that connection I think both of us should be giving some thought to a little statement by you, and I think it would be wise to include some reference to a rules book that you are writing and will mail to interested parties. This is just a thought but it would be in order to prepare a few lines to use in the event this personal angle, by the originator of the game, is used. This, of course, is on the assumption that the movies will not be "stills" but talkies, and that your friend Andlauer will have a sound truck with him for this purpose.

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It seems to me that we have a terrific amount of work ahead of us in the way of whipping up the rules for this game, not only for college play but for high school and elementary school, and, of course, playground play by people of

#2

Dr. Forrest C. Allen
Lawrence, Kansas

various ages. From this end we have to have some photographs pretty quick for our patent attorney and I am hopeful those pictures you promised me from the Kansas City Star will be forthcoming without a great deal of delay.

If I get any more thoughts on this subject during the day, I will add them to this letter, but meanwhile, look forward to definite word from you by Western Union as requested in the attached confirmation on my wire to you this morning.

Kindest regards.

Cordially yours,

FRED MEDART MANUFACTURING CO.

Sales Promotion Manager

R.E. Weinzettel/AC
Enc.

July 28, 1939.

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

Dear Mr. Weinzelte:

Referring to your letter of the 18th instant concerning our contract, I believe a five-year term would be quite satisfactory, with an extension at the end of five years, if desirable.

I felt the time element should be specified in the contract to insure its legality.

Very sincerely yours,

FCA:AH

Director of Physical Education and Recreation,
Varsity Basketball Coach.

FRED MEDART MANUFACTURING CO.

STEEL LOCKERS - STEEL SHELVING - STEEL WARDROBES
GYMNASIUM APPARATUS - PLAYGROUND APPARATUS
GYM SEATS - SWIMMING POOL EQUIPMENT
METAL SPECIALTIES

NEW YORK OFFICE
16 WEST 61ST STREET

CHICAGO OFFICE
326 W. MADISON ST.

GENERAL OFFICE AND FACTORY
POTOMAC AND DE KALB STREETS

ST. LOUIS, MO.

July 18, 1939

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

Dear Dr. Allen:

Supplementing my letter of the 17th with reference to your report of the game played in Lawrence with the new equipment, I am wondering what height was used. I assume that the full 10' height was utilized and that you have not had an occasion for youngsters to play the game using the 8' or the 9' height.

Also advise, please, the size of the ball that was used. I note you used a brown ball that you painted white, but nothing is said regarding this ball other than it was apparently entirely satisfactory.

I note what you say regarding a ball that will not float as the leather balls do or some of the lighter rubber balls. Is this of vital importance in College play? If so, would it be as important in elementary school or high school play, or for general play in playgrounds? In other words, this ball you are building is likely to be an official ball for College games - or am I wrong in that assumption?

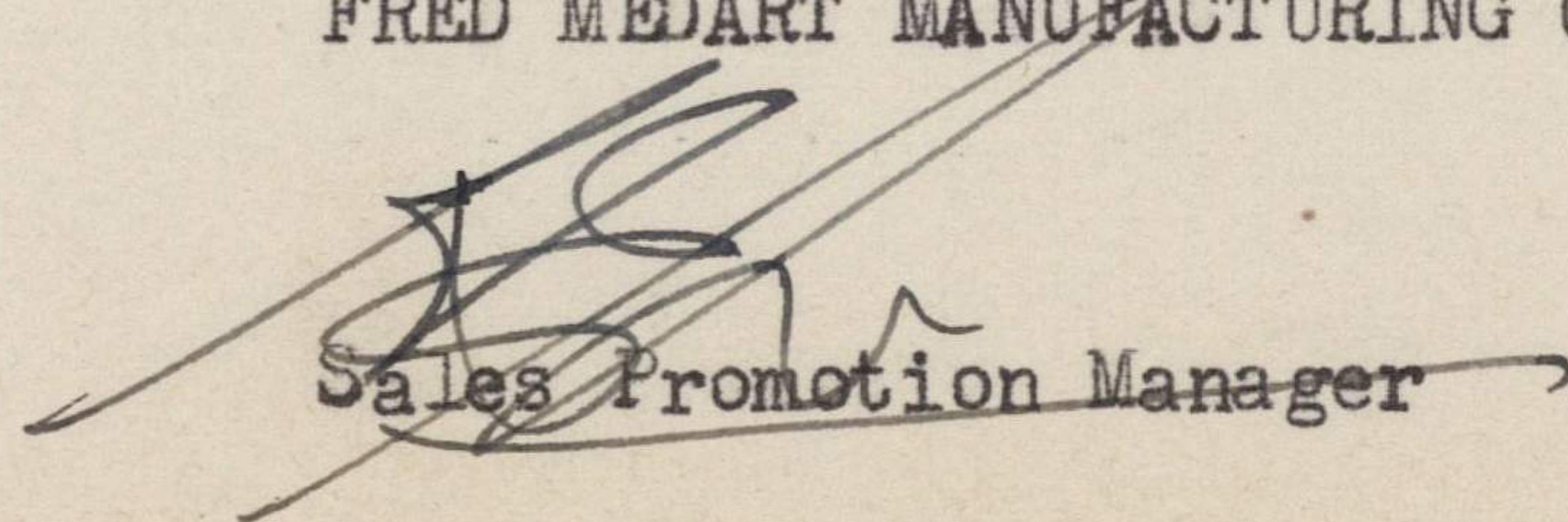
Incidentally, the question arises as to the need of an outdoor ball to withstand rough treatment such as would result if the game was played on certain types of surfaces, such as cinders, bricks, etc. Would it be necessary to have a ball especially built to resist that kind of treatment, or could the same type of indoor ball be used for outside play? These are all questions that we look to you for answers as you, of course, are better able to advise than anyone around here.

I wish you would advise me, when writing next, how many people attended your demonstration. I would like to have this information because it may have some bearing on the reaction we might expect elsewhere in the country as far as spectators are concerned.

Kindest regards.

Cordially yours,
FRED MEDART MANUFACTURING CO.

R.E. Weinzettel/AC


Sales Promotion Manager

FRED MEDART MANUFACTURING CO.

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ST. LOUIS, MO.

July 18, 1939

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

Dear Dr. Allen:

I have for attention your letter of July 14, together with signed original copy of contract offered you under date of June 23. Before consigning this contract to our files I want to discuss the postscript to your letter in which you bring up the question of a specified number of years as an addition to this contract, with a clause calling for the extension of time by agreement of both parties.

When the original contract was prepared we attempted to cover the essential parts of it without giving consideration to the element of time but would like to hear from you as to your suggestion. Possibly a five-year term would be in order, with an extension at the end of five years.

Please let us hear further from you at your convenience.

Kindest regards.

Cordially yours,

FRED MEDART MANUFACTURING CO.

R. E. Weinzel
Sales Promotion Manager

R. E. Weinzel/AC

FRED MEDART MANUFACTURING CO.

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ST. LOUIS, MO.

July 17, 1939

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

Dear Dr. Allen:

Needless to say, your letter of July 14 was a very welcome bit of news to all of us here in the office. We are anxiously awaiting the publicity clippings from the several papers mentioned.

All of the suggestions you make in this letter are going to receive our careful consideration, of course, and suggested changes or improvements will undoubtedly be made.

Frankly, I am not surprised that the game turned out to be very strenuous and I am wondering whether some consideration should not be given to the suggestion of breaking up the playing area into three segments, as originally discussed, especially for elementary school children and for physically handicapped children.

It sounds to me as if you have something in that improvised ball you described, but of course we are in no position to comment on same and will leave the question of developing this ball in your hands, and maybe we can tie up this ball, as originally intended, with the game, and thus complete the idea of the official equipment consisting of the standard, the ground marking equipment, and the ball. We will discuss this further at a later date.

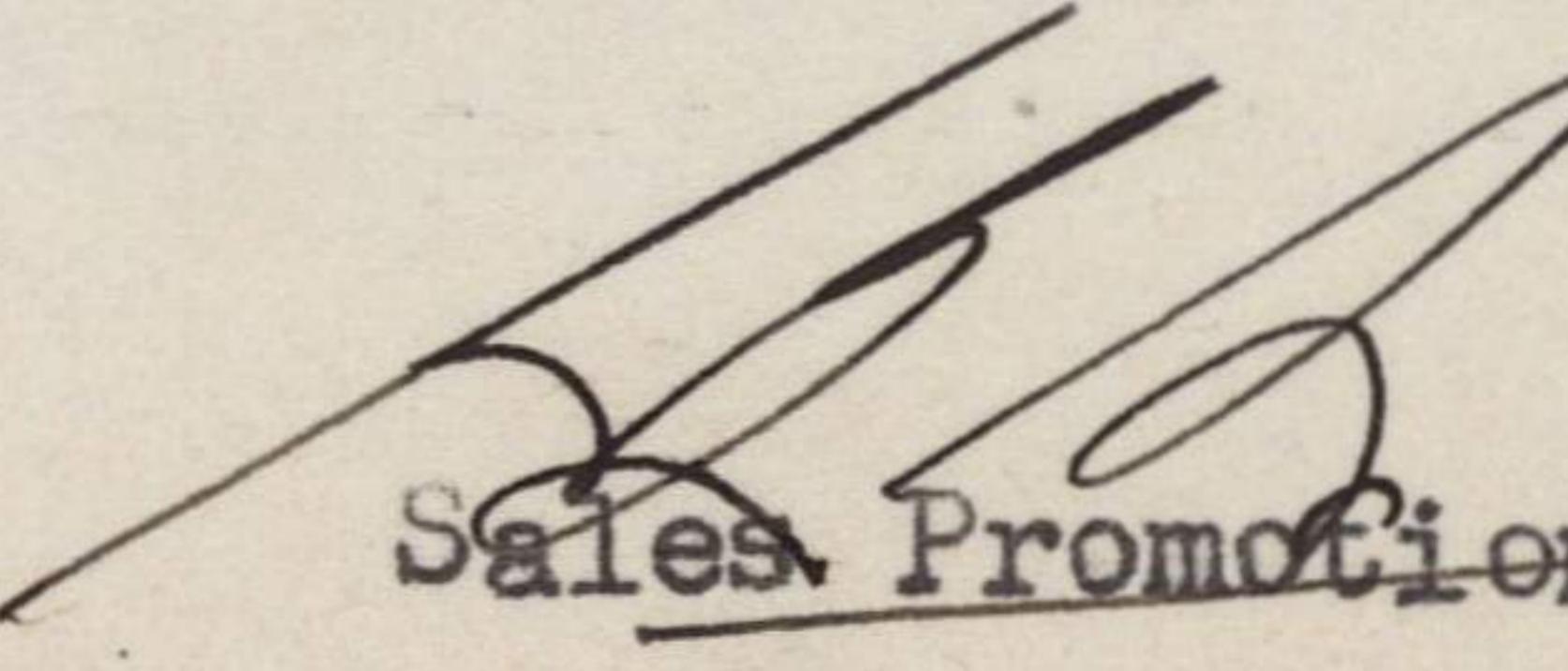
Concerning the question of adding length to the pipe so that it may be set in concrete, it is our intention to offer two types of uprights or standards, i.e., one with the round base so it can be moved in and out of the school or on and off of the gymnasium floor, etc., and a second type that will be without a base and intended for permanent installation in concrete.

Have you arranged to take some photographs of the game being played by people of various ages? If not, I wish you would do this, as authorized in a previous letter, so we can have a half dozen pictures or so available for publicity that we are preparing. I think these pictures should show some children playing as well as the adults, and if you can get a picture of the game with a crowd of spectators around it, so much the better. Your photographer can bill us, and we want one print and a negative of each of the several pictures taken.

Certainly enjoyed reading your report very much, and we are glad you are even more enthused than before.

Cordially yours,
FRED MEDART MANUFACTURING CO.

R.E. Weinzettel/AC


Sales Promotion Manager

July 28, 1939.

Mr. R. E. Weinzelte,
Sales Promotion Manager,
Medart Manufacturing Co.,
St. Louis, Missouri.

Dear Mr. Weinzelte:

I have received your air mail letter of the 27th instant, and am glad to know that you plan to be with us Monday morning. Mr. Andlauer is coming over about 11:30 Monday morning to get all arrangements in order.

I have just called Billy and learn that he is not bringing a sound truck. He wants to make shots of the players in action, and when the reel is shown they will have a commentator explaining what it is all about.

You may be interested to know that we have arranged to have the game played between our boys and a team of Indians from Haskell Institute, which is located here in Lawrence. This will give it more color and will add a great deal of interest. The Indians, of course, will wear their own game uniforms. I believe there is going to be a tremendous amount of interest in the game.

Looking forward to seeing you Monday, I am

Very sincerely yours,

FCA:AH

Director of Physical Education and Recreation,
Varsity Basketball Coach.

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ST. LOUIS, MO.

AIR MAIL

July 27, 1939

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

Dear Dr. Allen:

I have your very interesting letter of July 26, to which I replied by telegram, per copy attached, and hope you will succeed in getting your friend Billy Andlauer to come out to Lawrence and make the most of the offer Paramount has made to us, next Monday or Tuesday at the latest.

In the event the schedule for taking these movies goes ahead for one of these two dates, I want to remind you to have the gate welded back to the rim of the goal so this broken piece will be in place for this game.

No doubt there would be some close-up "shots" of you as the originator of this game explaining why you thought it was good, and in that connection I think both of us should be giving some thought to a little statement by you, and I think it would be wise to include some reference to a rules book that you are writing and will mail to interested parties. This is just a thought but it would be in order to prepare a few lines to use in the event this personal angle, by the originator of the game, is used. This, of course, is on the assumption that the movies will not be "stills" but talkies, and that your friend Andlauer will have a sound truck with him for this purpose.

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It seems to me that we have a terrific amount of work ahead of us in the way of whipping up the rules for this game, not only for college play but for high school and elementary school, and, of course, playground play by people of

*See attached
suggestion*

FRED MEDART MANUFACTURING CO.

#2

Dr. Forrest C. Allen
Lawrence, Kansas

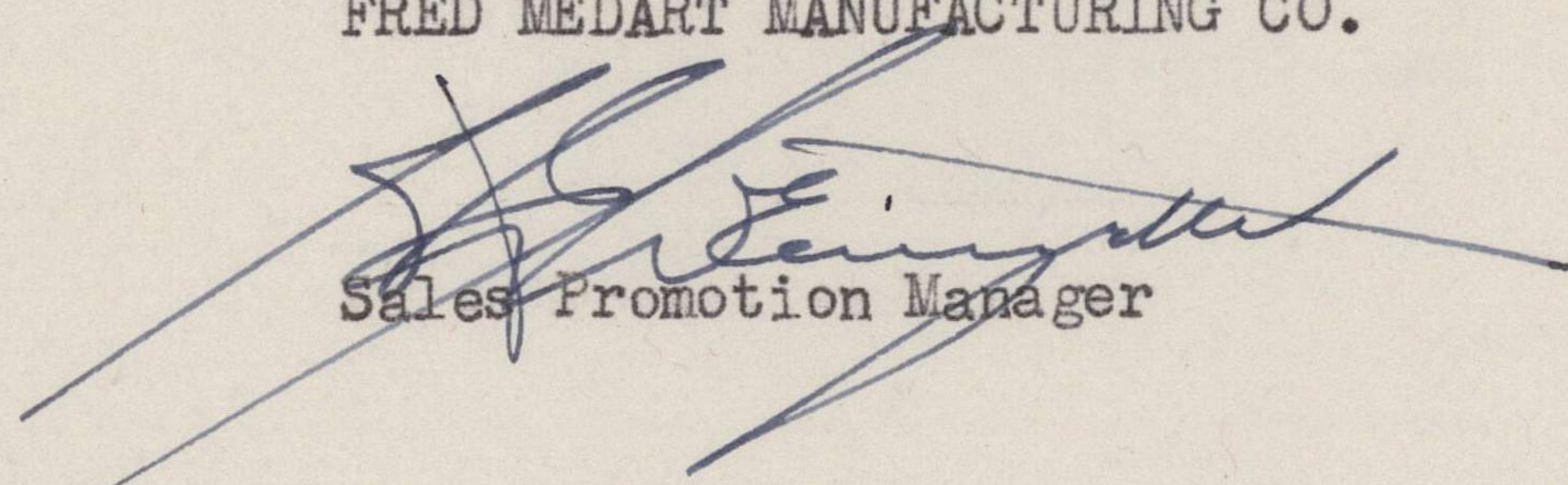
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If I get any more thoughts on this subject during the day, I will add them to this letter, but meanwhile, look forward to definite word from you by Western Union as requested in the attached confirmation on my wire to you this morning.

Kindest regards.

Cordially yours,

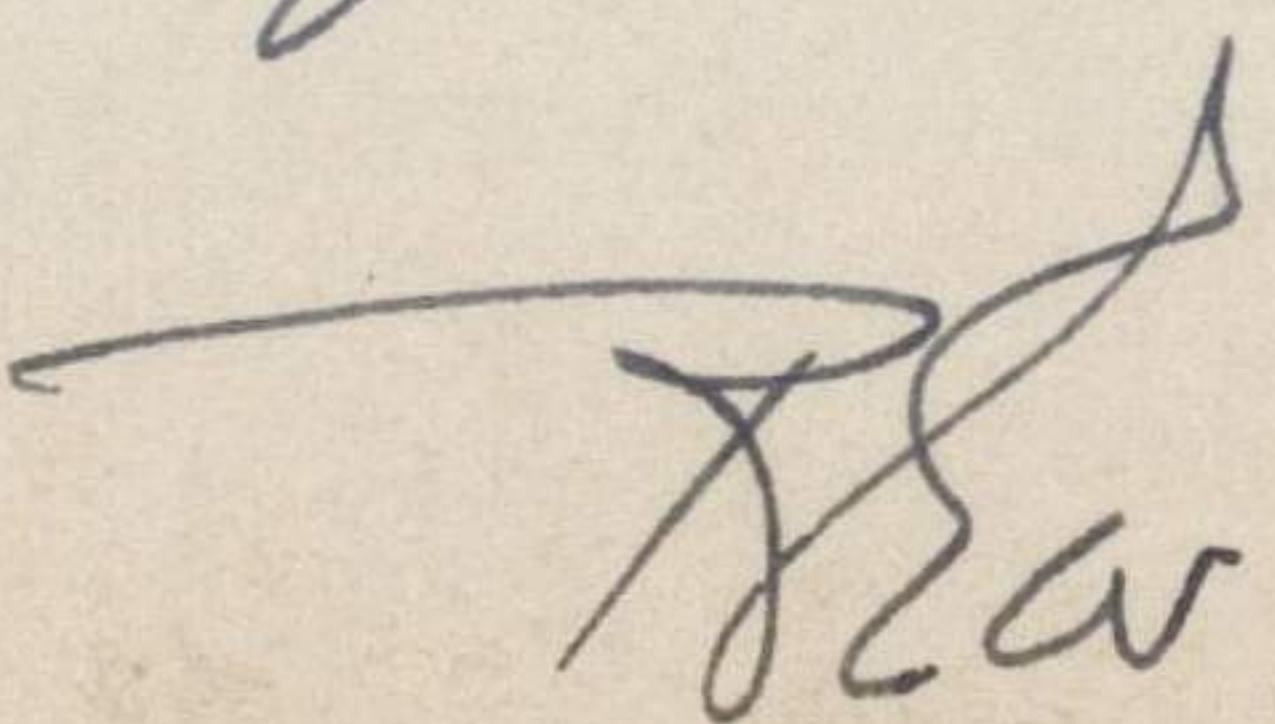
FRED MEDART MANUFACTURING CO.


Sales Promotion Manager

R.E. Weinzettel/AC
Enc.

Dear Dr. Allen:

Received your wire advising of selection of next Monday for movies. Unless advised to contrary, I'll be with you either Sunday evening or early Monday AM. Will wire you definite ~~date~~ time of arrival
later -


R.E. Weinzettel

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	NIGHT LETTER
NIGHT LETTER	SHIP RADIogram

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

CHECK
ACCT'G INFMN.
TIME FILED

WESTERN UNION

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

JULY 27 1939

DR FORREST C ALLEN
UNIVERSITY OF KANSAS
LAWRENCE KANSAS

RE YOUR LETTER 26TH URGE YOU PHONE BILLY AND LAUER AND ATTEMPT SET DEFINITE DATE TAKE MOVIES. SUGGEST NEXT MONDAY IF CONVENIENT YOU TO ARRANGE GAME. PLEASE WIRE ME RUSH WESTERN UNION COLLECT SOON AS DATE SET SO CAN MAKE ARRANGEMENTS BE PRESENT IF POSSIBLE

R E WEINZETTEL
FRED MEDART MFG CO

REW:MR
PAID
SER

Confirmation

WESTERN UNION GIFT ORDERS SOLVE THE PERPLEXING QUESTION OF WHAT TO GIVE.

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 unrepeated message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeated 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 unrepeated-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 within sixty days after the message is filed with the company for transmission.

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.

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

CLASSES OF SERVICE

TELEGRAMS

A full-rate expedited service.

NIGHT MESSAGES

Accepted up to 2:00 A.M. at reduced rates to be sent during the night and delivered not earlier than the morning of the ensuing business day.

Night Messages may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such night messages at destination, postage prepaid.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the standard night letter rate for the transmission of 50 words or less and one-fifth of the initial rates for each additional 10 words or less.

SPECIAL TERMS APPLYING TO DAY LETTERS:

In further consideration of the reduced rate for this special Day Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

A. Day Letters may be forwarded by the Telegraph Company as a deferred service and the transmission and delivery of such Day Letters is, in all respects, subordinate to the priority of transmission and delivery of regular telegrams.

B. This Day Letter is received subject to the express understanding and agreement that the Company does not undertake that a Day Letter shall be delivered on the day of its date absolutely, and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of regular telegrams under the conditions named above.

NIGHT LETTERS

Accepted up to 2:00 A.M. for delivery on the morning of the ensuing business day, at rates still lower than standard night message rates, as follows: The standard telegram rate for 10 words shall be charged for the transmission of 50 words or less, and one-fifth of such standard telegram rate for 10 words shall be charged for each additional 10 words or less.

SPECIAL TERMS APPLYING TO NIGHT LETTERS:

In further consideration of the reduced rates for this special Night Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

Night Letters may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Letters at destination, postage prepaid.

FULL RATE CABLES

An expedited service throughout. Code language permitted.

DEFERRED HALF-RATE CABLES

Half-rate messages are subject to being deferred in favor of full rate messages for not exceeding 24 hours. Must be written in plain language.

CABLE NIGHT LETTERS

An overnight service for plain language communications, at one-third the full rate, or less. Minimum of 25 words charged for. Subject to delivery at the convenience of the Company within 24 hours.

SHIP RADIOGRAMS

A service to and from ships at sea, in all parts of the world. Plain language or code language may be used.