

EMERGENCY SHIPMENT  
**FRED MEDART MANUFACTURING CO.**

POTOMAC AND DE KALB STREETS  
ST. LOUIS, MISSOURI

ORDER NO | **M** 2593

DATE 4/13/39

Charge To

Shipped To

UNIVERSITY OF KANSAS  
F. C. ALLEN DIR PHY EDU  
LAWRENCE KANSAS

Shipped Via

WABASH SANTA FE PREPAID 4/13 SURE

Shipping Date

Description

3 SPECIAL BASKETBALL BACKSTOPS WITH SPECIAL  
ZONE MARKINGS

NECESSARY LAG SCREWS AND STRINGERS



(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., 4 13 39 Shipper's No. 2593 Agent's No. \_\_\_\_\_  
 By WABASH R.R. Cust. Bill of Lading No. E 36033  
 Company No. \_\_\_\_\_

Consigned to UNIVERSITY OF KANSAS  
F.C. ALLEN DIR PHY EDU.

Destination LAWRENCE State of KANSAS County of \_\_\_\_\_

Route \_\_\_\_\_  
 Delivering Carrier SANTA FE 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. **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.
3	Crates Gymnasium Appts. K. D. Flat	372			Crates	Playground Appts. K. D. Flat			
	Boxes Gymnasium Appts. K. D. Flat				Boxes	Playground Appts. K. D. Flat			
2	Cartons Gymnasium Appts. K. D. Flat	50			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 \_\_\_\_\_

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 FREDERICH Agent 2  
 Permanent post-office address of shipper: Potomac and DeKalb Sts., ST. LOUIS, MO.  
 Form 7A-MV-7-38 © Krone-Brice Co., St. Louis, Mo.



THIS MEMORANDUM  
not a copy of duplicate covering the property named herein and 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.

## CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is

agreed that nothing contained in said paragraphs shall be construed to 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.

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

Agent's Receipt



# 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.

AIR MAIL

April 18, 1939

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

Dear Dr. Allen:

This will acknowledge your letter of April 17, advising that the special backboards have been received and you are going to put them up right away.

As concerns the New York meeting on May 1 and 2, it is our plan to have Mr. Medart and "Yours Truly" present for this meeting, conditional that we can get the special backboards erected at some school near the McAlpine Hotel, as mentioned in previous correspondence. This brings up the question of the location for these boards in New York.

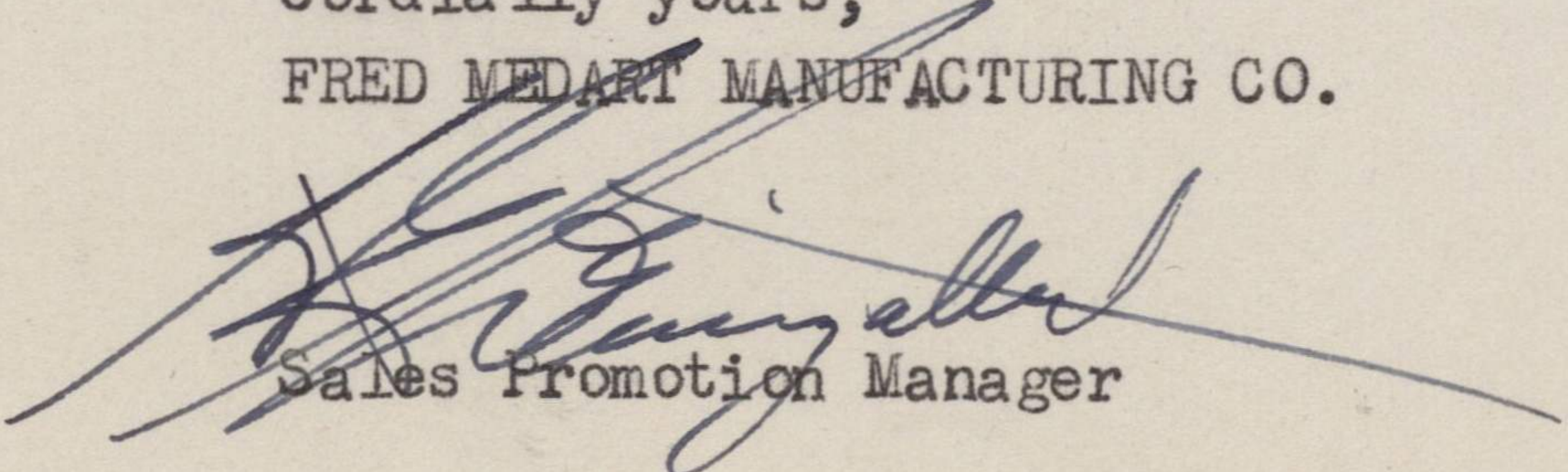
We acted upon the suggestion contained in your letter of April 14 and have written Mr. Porter, asking him to lend his weight toward getting someone in New York to make a contact with some school or college for this purpose. This morning we received a copy of a letter Mr. Porter wrote Mr. Owen Reed, of Scholastic Coach, 250 E. 43rd Street, New York, asking that Mr. Reed attempt to locate a school for us.

I am wondering whether you are acquainted with Mr. Reed and whether a little help from your end would assist us in getting the co-operation of Mr. Reed in this matter. Obviously, today being the 18th, we are going to need some fast action to enable us to get these boards out of St. Louis, into New York, and erected.

Anything you may care to do to assist us will, of course, be genuinely appreciated.

I look forward with a great deal of pleasure to meeting you again, and with kindest regards, remain

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.

April 20, 1939

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

Dear Dr. Allen:

With further reference to the New York meeting, I am in receipt of a letter from Mr. H. V. Porter, per copy attached.

We have yet to hear from either Mr. Owen Reed or from our New York office as to whether or not the New York University gymnasium has been placed at our disposal, or any other gymnasium for that matter, but expect some word from that end within the next 24 hours.

The purpose of my letter to you today is to very frankly ask you this question. If Monday night, May 1, is the date selected by the Secretary of your Organization for this demonstration, would it be in order for us to invite the Coaches and others interested in Athletics in the New York area to witness this demonstration, or is it your opinion that the members of the Committee would prefer that the demonstration be limited to themselves.

Naturally, I do not want to broadcast an invitation to a large group without knowing what is the wishes of the members of your Organization.

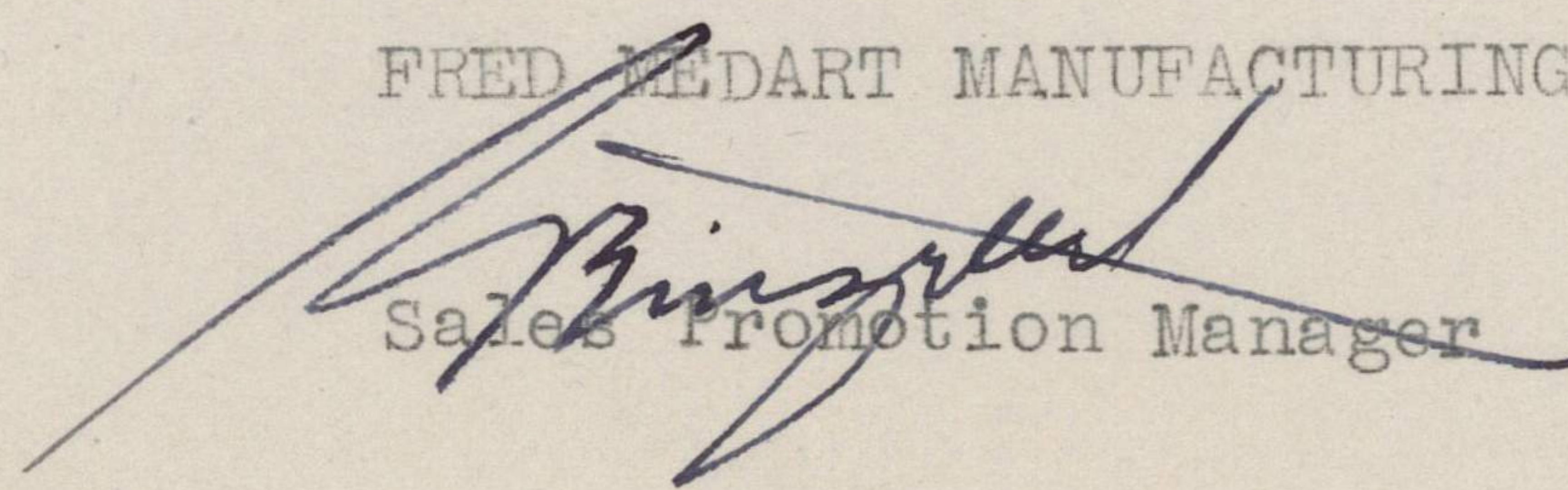
I will appreciate your advising by return mail as I have to do a lot of hurry-up work and get this in shape before next Thursday night when I plan to leave for the East.

I am looking forward to the pleasure of seeing you again.

With kindest regards.

Cordially yours,

FRED MEDART MANUFACTURING CO.

  
Sales Promotion Manager

R.E. Weinzettel/MG



C  
O  
P  
Y

NATIONAL BASKETBALL COMMITTEE  
OF THE UNITED STATES AND CANADA

April 19, 1939

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

Dear Mr. Weinzettel:

I have a wire from Owen Reed relative to the backboard demonstration. I am suggesting that he arrange it for Monday night, May 1st. He will probably make arrangements for use of the gymnasium at New York University. I have no doubt he will notify you as soon as definite arrangements have been made within the next day or so.

Yours truly,

(Signed) H. V. Porter

Secretary

MG



# FRED MEDART MANUFACTURING CO.

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ST. LOUIS, MO.

March 24, 1939

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

Dear Dr. Allen:

As representative of the National Collegiate Athletic Associations of the National Basketball Committee, we are taking the liberty of submitting, for your comments and criticisms, a new type of basketball bank which we have just lately developed. We understand there has been some agitation toward altering the present type of bank and, as manufacturers of basketball and gymnasium equipment for the past 66 years, we have followed the development of this game very closely.

Since the latest change in the rules permits the extension of the end zone for an additional two feet, we find that practically all new schools for which we have occasion to lay out the basketball court and equipment, are taking advantage of this new ruling. It has been our observation that this allowable increase in the end zone increases the blind spots or "coffin" corners which, though allowing greater freedom of movement or play, in so far as the offense is concerned, does not materially change or alter the defense, owing to the fact that the possible scoring threat has not been increased.

Taking this fact into consideration, we have developed and built a convex type of bank which is illustrated on the blueprint enclosed and which we believe will revolutionize the offensive play in the end zone. By increasing the scoring zone, it must necessarily follow that the defense must spread out, resulting in more open and much faster play in the end zone.

If you will refer to the blueprint, on the enlarged view of the bank you will note that we have retained the six-foot width dimension of playing surface and, likewise, the four-foot height dimension. We have assumed a 14-foot radius of curvature to be ideal as the angle of incident and reflection on this arc does not vary greatly from the conventional flat plane. This radius, however, can be altered to meet conditions that may develop.

We would like to cite the following points which we consider to be decidedly in favor of this type of bank.



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

March 24, 1939

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1. For a straight shot to the goal the scoring zone is, figuratively, increased by 27 sq.ft.
2. For a bank shot contacting the bank 3 inches from the edge, the scoring zone is increased 720 sq.ft.
3. The mental hazard of attempting a shot from the side line, directly parallel to the bank, is eliminated, owing to the recession of the vertical edge of the bank, allowing unobstructed visibility of the goal.
4. The visibility to spectators is increased beyond the end zone.
5. The convex shape of the bank results in a unit of much greater strength and rigidity.
6. Present type bank mounting structure does not have to be materially altered to permit installation of this new type of bank.
7. This type of bank can be made of wood, glass, steel or any of the materials as used in present bank construction.

We appreciate that in order to have this type of bank adopted for national scholastic play must necessarily mean a change in the present rules. We believe, however, that the selection of either type could be specified. Since its inception, the rules of the game of basketball have been changed from time to time to allow more freedom, faster play and more interest to the spectator, but no change has been offered in equipment to achieve these points. We believe, however, that we have accomplished the desired results with this new type of bank and, likewise, will have created a new interest in the game from the standpoint of both player and spectator.

We have made arrangements with Coach "Stub" Muhl of the University City High School, at University City, which is a suburb of St. Louis, to install one of these convex banks at one end of their court. The other end of the court will have the conventional flat type of bank. On next Friday, the 31st of this month, at 3 o'clock p.m., Mr. Muhl will have his experienced high school players try out this new bank. We expect to have several of the local basketball coaches present for their comments on this bank in actual play, and likewise we are extending invitations to Mr. M. C. Cunningham of the Desloge High School, Desloge, Missouri, and Mr. H. V. Porter of Chicago, Illinois.

If it would be convenient for you to be present on that date, we would more than appreciate the time and effort on your part and would gladly defray any expenses which might be incurred by you in so doing. If, on the other hand, it is impossible for you to be present and you would like a further explanation and discussion concerning the merits of this new bank, we would gladly call on you at your convenience.



FRED MEDART MANUFACTURING CO.

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

March 24, 1939

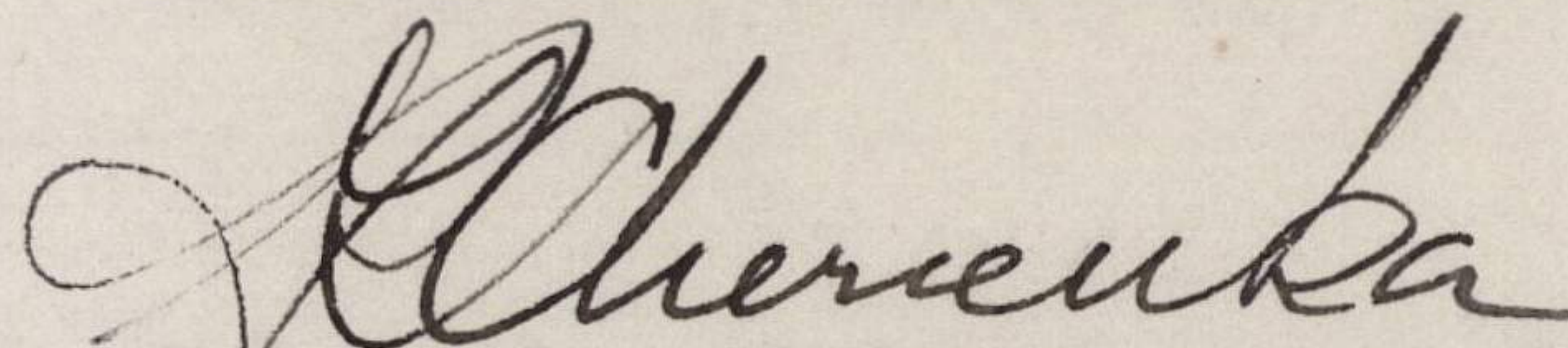
Page No. 3 -

As an authority and district representative of the game of basketball, your comments for and against this bank will be greatly appreciated, and should you desire further investigation and research, we will furnish you with one or a pair of these new banks for your use, or on receipt of your advice, we will install them at some nearby gymnasium for your observation.

We thank you for the time expended on this lengthy letter and anticipate with much interest such criticisms or comments which you have to offer.

Very truly yours,

FRED MEDART MANUFACTURING CO.



Research and Development Engineer

G.R.Chervenka:D



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GENERAL OFFICE AND FACTORY  
POTOMAC AND DE KALB STREETS

ST. LOUIS, MO.

March 30, 1939

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

My dear Dr. Allen:

Having you with us yesterday was a real pleasure and I want to thank you for coming down and for the many constructive suggestions and interesting information covering the national athletic picture that you gave me and my associates.

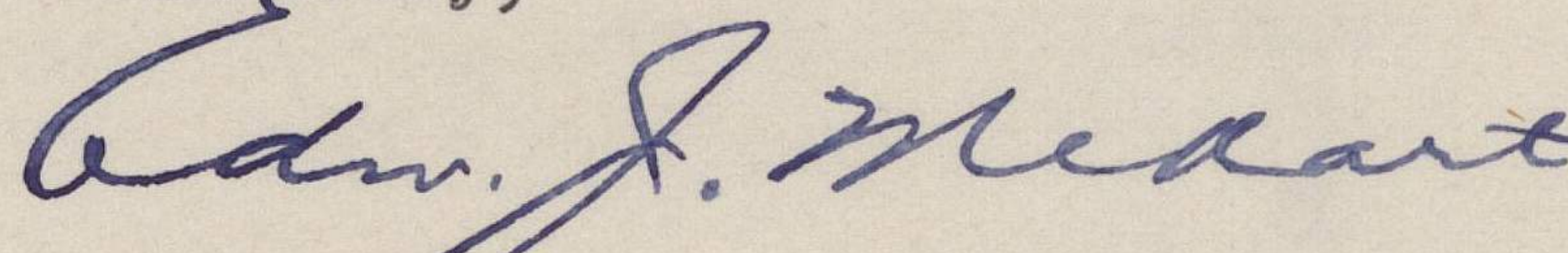
This morning's mail brings a letter from Mr. Porter, who has covered in some detail the reasons for the smaller basketball backstop, as was related by you yesterday. He has suggested that we continue our experimental work and send him, to Chicago, whatever we devise, so that he might have the experimental board erected in Chicago and tested out prior to the meeting in New York on May 1.

Needless to say, we appreciate this invitation to co-operate with your association and are arranging to have several sets of backstops made, and as promised by Roy Weinzettel, we will send a set to you, another one to Mr. Porter, and shall also forward a set to New York, if agreeable with Mr. Salmon, whom I am writing today as suggested by you, offering this equipment. Each set will consist of three banks. I think one of the banks should be as was demonstrated in the University City High School yesterday; I refer to the full 4'x6' bank that was attached to the pipe supports. The second sample that we are going to forward will be similar to the board we delivered to the University City School but which was not erected. As you will remember, this is the board with the bottom portion cut away. The third sample will be built along the lines of the specifications you and Mr. Porter gave us. In each case the convex surface will be made a part of the board.

I shall keep you advised of developments and hope you will do likewise.

I am looking forward with pleasure to seeing you again at an early date.

Sincerely,

  
President

E.J. Medart/AC



To Dr Allen  
Am

March 30, 1939

Mr. H. H. Salmon, Jr., Chairman  
National Basketball Committee  
of the United States and Canada  
40 Wall Street  
New York City, N. Y.

Dear Sir:

Upon the suggestion of Dr. Forrest C. Allen, to whom we had the privilege, yesterday, of demonstrating a new type of basketball backstop that we have developed, I am writing you for the purpose of offering samples of this backstop and two other backstops that we contemplate building, for your consideration.

Briefly, Dr. Allen and Mr. N. C. Cunningham, of your Committee, came to St. Louis yesterday to witness a demonstration of this backstop with the convex surface, in one of our local high school gymnasiums. Incidentally, in addition to these two gentlemen, about twenty local coaches were present at this demonstration and after using the backstop and also seeing it in use by two local teams, Dr. Allen suggested that we submit samples to you in New York prior to your May 1 meeting, so the other members of your group could see this innovation in actual use.

We understand your Convention will be held in the Pennsylvania Hotel on the above date, and we would like to know, providing this suggestion meets with your approval, if it is possible for you to arrange to install the three basketball backstops we would be prepared to submit to you, in some gymnasium convenient to the Pennsylvania Hotel. We, of course, would handle the question of erection through our New York Office, thus relieving you of any detail in connection with the installation of same.

You will note we mention three backstops. The one we demonstrated yesterday will, of course, be included, as well as this same 4' x 6' backstop with one or two minor variations that were suggested during the demonstration, and the third backstop to be built per specifications submitted by your Secretary, Mr. H. V. Porter of Chicago.

We shall appreciate hearing from you at your early convenience so we may be governed accordingly in the manufacture of this set of special backstops for shipment to New York



#2

H.H.Salmon, Jr.  
New York City, N.Y.

For your information, Mr. Porter has written us in reply to our original letter to him, copy attached, in which we invited him to witness this demonstration although he was prevented from joining us, and in his letter he expressed considerable interest in what we are attempting to do, and he has requested that we submit samples to him in Chicago so that he too may have them installed in one of the local gymnasiums for tests, and we shall, of course, accept his invitation to co-operate.

No doubt the blueprint, which accompanied our original letter to Mr. Porter, will interest you, as it illustrates certain advantages of the backstop with the convex surface.

Cordially yours,

FRED MEDART MANUFACTURING CO.

President

E.J.Medart/AC  
Enc.



April 4, 1939.

Mr. Edward J. Medart, President,  
Medart Manufacturing Company,  
St. Louis, Missouri.

Dear Mr. Medart:

At the request of Dr. Forrest C. Allen  
I mailed to you yesterday one copy of his book, "Better  
Basketball".

I trust that you will receive it in good  
order.

Sincerely yours,

Secretary to Dr. F. C. Allen.

K. U. A. A.  
#5



April 27, 1939.

Mr. G. R. Chervenka,  
Medart Manufacturing Co.,  
St. Louis, Mo.

Dear Mr. Chervenka:

When walking through your plant I noticed a sort of a monkey cage of rods, built in a beehive style, for youngsters to climb through. Could you send me a photograph of it, and also an estimate of the cost?

Very cordially yours,

FCA:AH

Director of Physical Education,  
Varsity Basketball Coach.



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ST. LOUIS, MO.

April 5, 1939

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

Dear Dr. Allen;

This will acknowledge receipt of your book "Better Basketball" which was carried home with me last night, and I can't remember reading a more delightful and interesting book than yours. After reading several of those "Tales of Yesteryear" I felt inclined to climb up a bedpost or two and try one of those rousing Jayhawk cheers.

I am sure this will interest you. You will remember I told you about that youngster who is in his third year in high school and who has turned out for Spring football practice for the first time. Yesterday he drew his football outfit, also for the first time, and like many another Dad, I listened throughout dinner to a vivid description of each detail of the afternoon's event. After dinner I enjoyed the rare opportunity of obtaining the undivided attention of this youngster by stating, "So you are going to be a football star. That's fine. Now listen to what an authority has to say about diet and eating generally". I brought forth your book and quoted your remarks on this subject with the result that the Weinzettel commissary has a standing order for a bag of oranges from this date on. So you see "Coach", your book has a far-reaching influence.

This morning I turned it over to George Chervenka, who is going to work on the zoning question mentioned in your letter to me when enroute to California. As soon as he has 'doped out' the problems you have given us, you will hear from him direct.

I have a letter from Mr. Porter this morning advising that the Proviso Township High School in Maywood, Illinois, a suburb of Chicago, has been selected for the installation of the sample backstops we are preparing for shipment there, and that Mr. L. W. Remley, Athletic Director at this school, has expressed a willingness to co-operate.

Will keep you advised as things progress. Kindest regards.

Cordially yours,

  
Sales Promotion Manager

R.E. Weinzettel/AC



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ST. LOUIS, MO.

June 10, 1939

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

Dear Dr. Allen:

I am attaching photostats of some competitive material issued by Schutt Manufacturing Company of Litchfield, Illinois, describing the Uni-Goal.

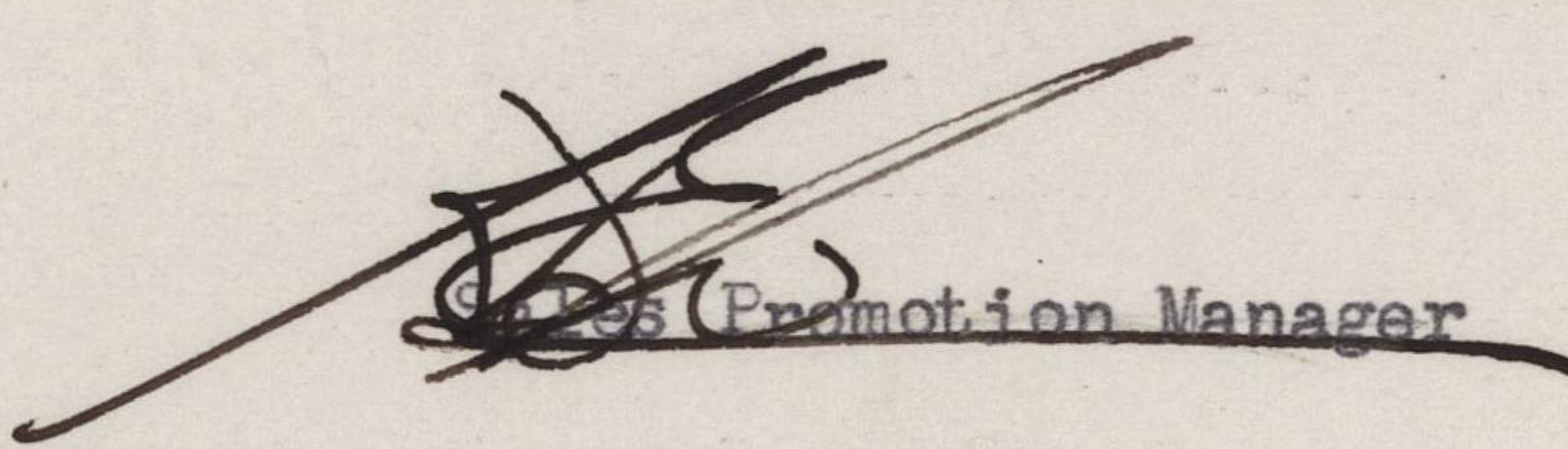
Thought this would be of interest to you in giving consideration to the game we are attempting to work up, and also as concerns the basketball court they recommend.

You can keep this copy in your file as I have the original and the negative of this photostat.

Kindest regards.

Cordially yours,

FRED MEDART MANUFACTURING CO.

  
Sales (Promotion) Manager

R.E. Weinzettel/AC  
Enc.



# The UNI-GOAL

--- has simplified the problem of outdoor basketball equipment.

*Attention*

Directors of Athletics  
Physical Education Instructors  
Playground Directors  
Basketball Coaches

The UNI-GOAL meets a definite equipment need for schools and playground organizations. It is now possible to provide complete outdoor basketball facilities with only a small outlay for equipment.

One UNI-GOAL is all the court equipment needed for a complete game unit. Note the big saving this means when compared with the cost of a formal court which requires two goals and backstops.

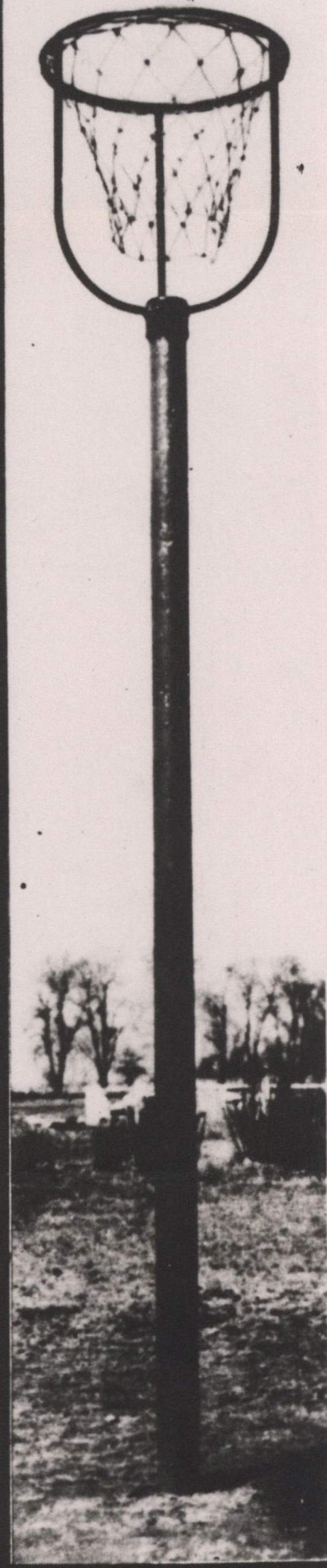
It is ideal for schools with limited grounds because it requires so little playing space. It needs less than half the space used for a formal court, yet will accommodate many more players.

UNI-GOALS are a REAL ECONOMY in every way. The initial cost of the equipment is less -- the erection cost is less -- and the maintenance cost is less. UNI-GOALS are BUILT TO LAST - - - They will give years of service with only a small cost for upkeep. They are specially designed for outdoor use and will withstand high wind pressure and the most severe weather conditions

#### A REAL HELP FOR BASKETBALL COACHES

For goal throwing practice - - the UNI-GOAL is unequalled. It will teach players to properly arch their shots and develop shooting accuracy. In addition, the UNI-GOAL will promote interest in basketball and be the means of bringing out and developing new material. Don't overlook the helpful possibilities of this new equipment.

School Price \$16.80 F. O. B. Factory



SCHUTT MANUFACTURING CO LITCHFIELD, ILLINOIS





RURAL SCHOOL PLAYTIME



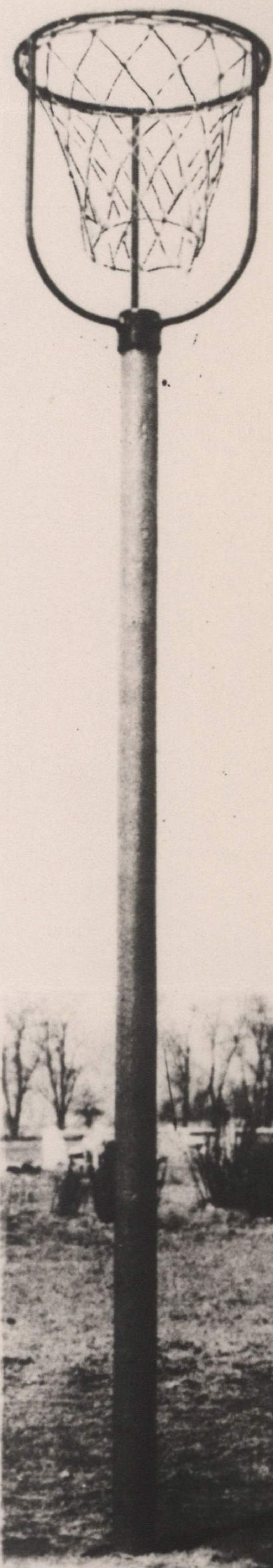
SCHOOL RECREATION PERIOD



OUTDOOR BASKETBALL PRACTICE



PHYSICAL EDUCATION CLASSES



The UNI-GOAL for playground basketball has simplified the problem of providing outdoor basketball equipment. Heretofore a substantial investment, together with a continuous maintenance expense has been necessary.

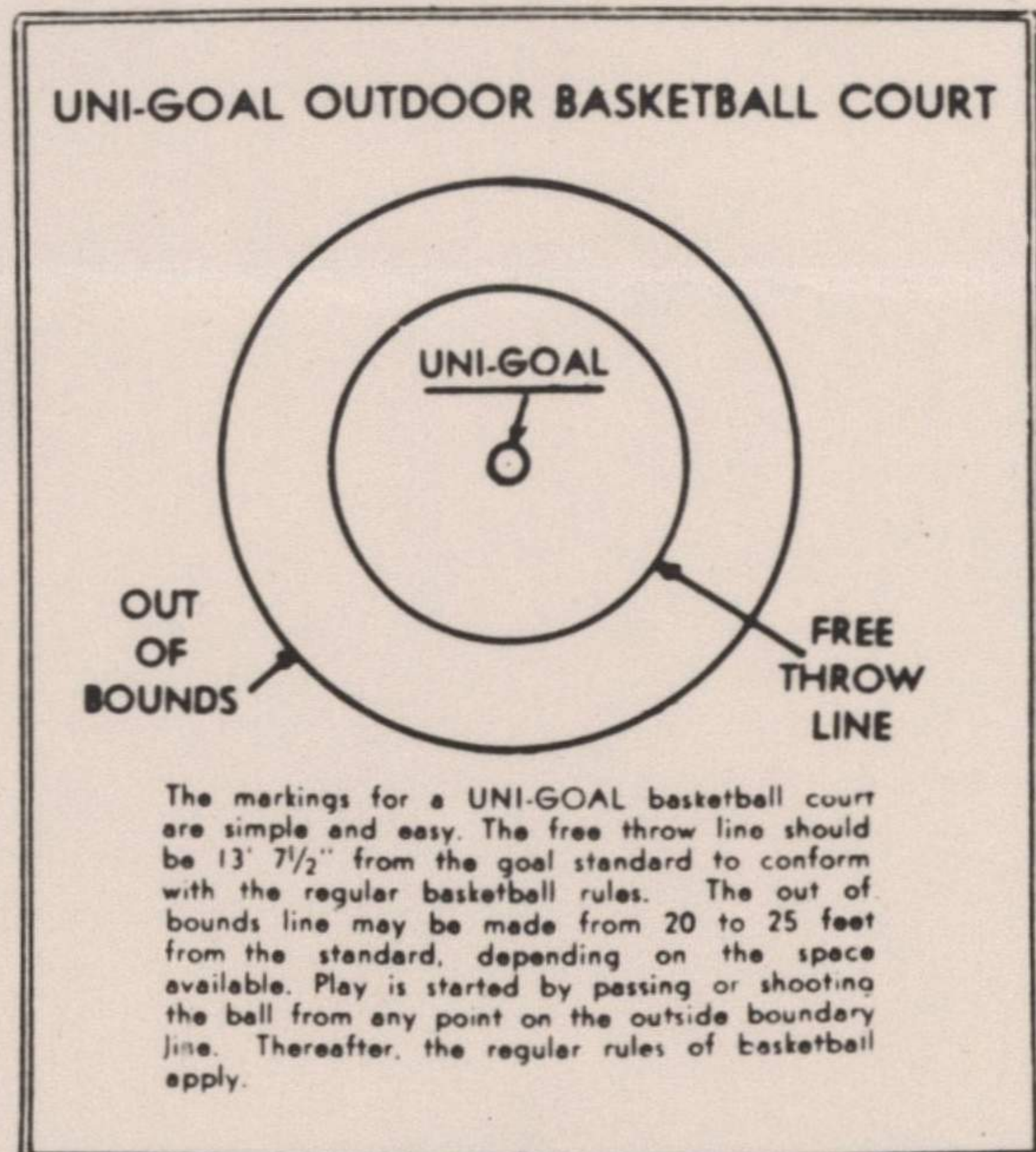
One UNI-GOAL takes the place of the two goals and backstops regularly used on a formal court and offers the same facilities for play. For those operating school or public playgrounds it will be found to be a real economy.

The UNI-GOAL requires less than half the space needed for a formal court. It can be erected wherever a small space is available. To insure long service without expense for maintenance, it is built of heavy steel members electrically welded into one solid unit, RUST-PROOFED, and designed especially to withstand high wind pressure and rough weather conditions. Net is WEATHERPROOFED.

Since the playing area entirely surrounds the goal more players can enjoy the game. In formal games, boundary and free throw lines may be easily marked by circles drawn at properly measured distances, using the goal standard as center. For ordinary playground activities little supervision, if any, is required.

Uni-Goal is the ideal type of equipment for public playgrounds because it economically furnishes in a substantial way the facilities for playing one of the most popular of all American games.

High schools find it particularly desirable for the outdoor activities of the boys and girls in physical education classes. Smaller schools find it ideal for furnishing healthful recreation for all pupils before and after school and throughout vacation periods.



School Price	\$16.80 COMPLETE	F. O. B. Factory
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UNI-GOAL  
For Outdoor Basketball

SCHUTT MFG. CO.

LITCHFIELD ILLINOIS



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ST. LOUIS, MO.

June 9, 1939

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

Dear Dr. Allen:

Back home again and I want to thank you for the prompt response to my wire. I noted the information given us very carefully and had quite a discussion with Mr. Porter in Chicago. He made a very significant statement concerning the convex board in that he expressed a liking for the way the balls rebounded off of this surface into a wider area on the floor than was true with a flat board.

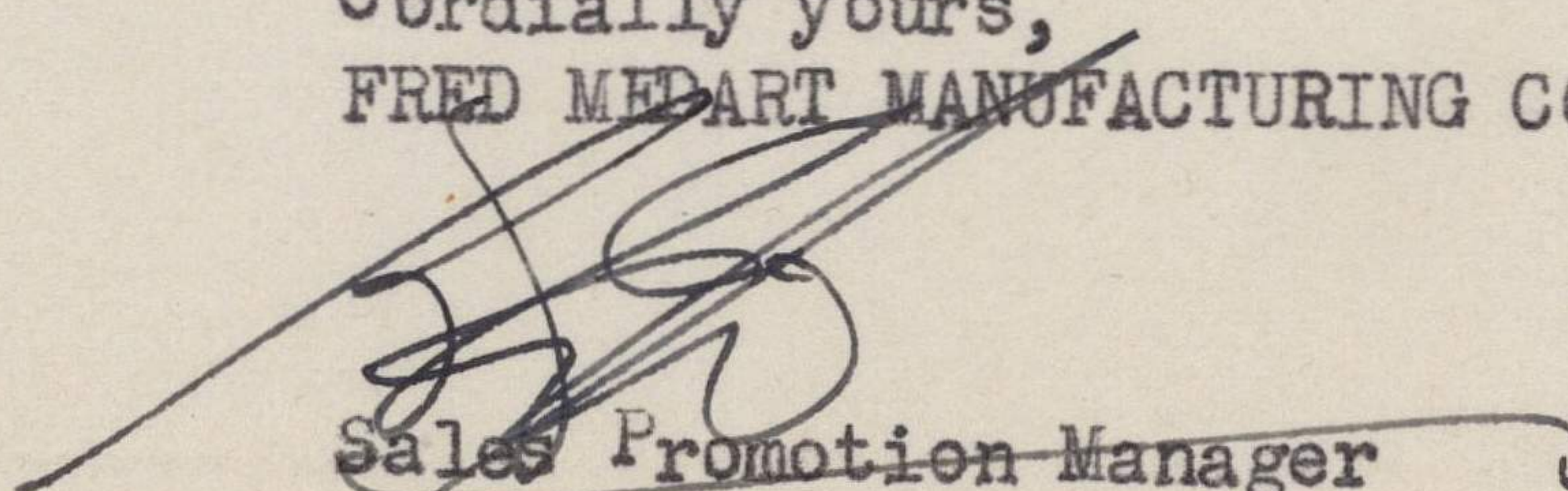
However, he repeated the statement made in his letter to you of May 29 in which he thought that a flat board of modified size would cause less dissension and confusion in the change-over period than one with a convex surface and of modified size. Obviously this was not encouraging because if basketball officials, nationally, adopt a modified board with a flat surface, it is not in order to expect them to again swing over to another board with a convex surface within a short time. Consequently, I think it is up to us to attempt to get this convex surface included with the modified size in this present effort of the Rules Committee. That is our problem as I see it.

Incidentally, as regards the convex surface in the shooting zones painted on your backboards, as discussed when we were together in your gymnasium, the thought was advanced that possibly it would be much better to move those shooting zones to conform to the convex surface of the board rather than attempt the complicated and difficult problem of levelling the curve within these particular areas. Have you given that some thought, Dr. Allen? In other words, it might be better to change the markings on your boards with the convex surface to provide for the slight affect on the ball when used against the convex boards, rather than attempt to depart from a true circle at these two points.

I think your name for the new game, "Goal-Hi" is pretty good. Let us continue to think about this game and the name for it.

Thank you again for writing to me in Chicago and with kindest regards, I remain

Cordially yours,  
FRED MEDART MANUFACTURING CO.

  
Sales Promotion Manager

R.E.Weinzettel/AC



June 16, 1939.

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

Dear Mr. Weinzettel:

I am sending herewith the list of coaching schools which you did not include with the list submitted with your letter of May 29. I am sorry that we have been delayed in sending this to you.

Thank you very much for the photostat of the "Uni-Goal", manufactured by the Schutt Company. By the way, you mentioned in a recent letter that you were having one of the new goals mounted on a round base sent to us, and I am wondering if this is on the way.

In regard to the convex backboard, I do not believe that the removal of the lines indicating the shooting zones would eliminate the difficulty of the so-called "hump" of the board. As I explained to you previously, the acme of the convexity appears to be about 10 or 12 inches to the side of the basket. I believe if the board could be flattened out somewhat in the center that this would help with the "English" shots that the players make. I would be very glad to talk with you or one of your research engineers on this problem sometime when it is convenient. I do not think changing the markings on the board will eliminate the trouble.

I expect to write you more fully on this when the rush of the summer session lets up a little. Just now we are trying to get our classes started and also the summer recreation program.

Very sincerely yours,

Director of Physical Education,  
Varsity Basketball Coach.

FCA:AH



June 23, 1939.

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

Dear Mr. Weinzettel:

Concerning the playground game, I am glad to know that the sample is galvanized and will be on the way by the end of this week. I have got the thing all planned and I look to see a fine interest here as soon as it arrives. I have been boosting the thing in my community recreation class and it will be interesting to see how it goes over.

We have the quadrangle between the gymnasium and the medical building wired for flood lights and we turn this into a playground every evening. The fact that the top of the hill is about the coolest spot in Lawrence will be sufficient to draw a large number of people to these recreative games. I guarantee the goal will attract much attention.

This name of Goal-ee is not bad at all. Personally, I like Goal-Hi, but you know we are funny people, anyhow.

Now, regarding the making of moving pictures. The Eastman Kodak people of Rochester, New York, had the Acme Films, of Chicago, send their sound truck and all their lighting equipment down here to take the pictures that I made for Eastman. They were silent films on basketball fundamentals. They made an outfit for Harry Kipke of Michigan and Helen Wills Moody of Berkeley.

We took the pictures in our new auditorium and it took a world of light. They weren't altogether the greatest success, yet they are about as good an outfit of pictures as I have seen. The reason that the Eastman people took silent films is because of the fact that they sold their produce to the movie-talkies and they could not compete with them.

The other set of films that I shot along with Dave McMillan of Minnesota, George Keogan of Notre Dame, John Bunn of Stanford, Clair Bee of Long Island, and Dr. Carlson of Pittsburgh, were made by the Calvin Film Company of Kansas City. It cost the Converse Rubber Shoe Company and the Wilson Sporting Goods Company and Phillips 66 about ten to sixteen thousand dollars to film this picture, each of the outfits standing their



own share. Now this is hearsay, so of course I cannot tell how much it really cost. None of us coaches got any money outside of expenses for doing this work for them. It was a boost for basketball, so we just contributed our work.

I am telling you this so that you can see that it would be a very expensive thing to get the proper lighting and so forth. Frankly, I am not very enthusiastic about endeavoring to make these until we could get the Rules Committee sold on the banks more than they are at present. When your board was on display all the Rules Committee members were enthusiastic about it, but with Tower and Porter showing some deflection I am not sure that we can put it over. If you could get some of these other people to take some movies I believe it would be better than for me to do it because I have already boosted the board beyond what they would normally expect me to do. If you could get someone else to do the job I believe I could come in with more support from another angle. Please be convinced that I will do everything I can for you, but I want to be a little more discreet so that it will not embarrass us in any way. I will be happy to get your reaction.

It was very nice of Porter and Tower to give you mention on page 47 of the special edition of the Rules book. I sent them those photographs which you sent me, but apparently they didn't use them. All of the stuff you sent me was forwarded to them. Apparently Porter and Tower are working pretty closely together and for that reason I am afraid they will not be very hot for this convex board. They are sold on a streamlined board, but with a flat surface instead of convex.

Very sincerely yours,

FCA:AH

Director of Physical Education  
Varsity Basketball Coach.



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ST. LOUIS, MO.

June 16, 1939

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

Dear Dr. Allen:

Just a line to let you know that we are finishing up on the experimental basketball goal for playground use, today, and expect to have it galvanized the early part of next week, and will then immediately ship it to you as promised.

I think I am not letting the 'cat out of the bag' when I tell you that this thing looks even better than we anticipated.

Incidentally, as concerns the convex basketball backboard, have you had an opportunity to give any thought to the list of Coaching Schools I submitted to you for your advice? You will remember that when we were together in Lawrence, I told you we were considering the possibility of sending a half dozen or a dozen boards around to these various schools this year to acquaint coaches with the advantages of the convex board, and you agreed to pass on the list I sent to you and indicate those you thought were worthy of this effort, and add to that list any additional schools which were not represented thereon. I would like this information as quickly as it is convenient for you to give it to me.


Incidentally, you will note on page 47 of the new rules book for 1939-1940 that the modified size and shape board is illustrated, and that Mr. Porter or Mr. Tower very kindly gave us a line at the bottom of this page, which we appreciate.

We are making up our first board with the 32" radius and with a convex surface, and as soon as we see how it works we will turn out a dozen or so, for demonstration purposes.

Kindest regards.

Cordially yours,

FRED MEDART MANUFACTURING CO.

  
Sales Promotion Manager

R.E.Weinzette l/AC



June 23, 1939.

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

Dear Mr. Weinzettel:

You know, really, I like your coaching school list the best. This Kansas Coaching School, August 21-26, with Thomas, might be helpful, and the Morningside Coaching School at Spirit Lake would be good because they always have a nice turn-out.

I am not sure how Dave McMillan of Minnesota would feel toward your new-fangled basket because he has always been against almost everything new, but Schabinger might carry on for you in a very definite manner.

I am also questioning just how valuable the coaching school of the Colorado High Schools at Denver might be. L. H. Mahoney, the director of athletics at Denver University, is pretty much a booster, but this boy Des Combes that is to handle basketball is a Denver high school coach and I am not sure how heavy the attendance will be. However, there is always value in having a basket up at a coaching school in a large city on account of the daily press in the larger cities giving better stories.

I do not believe that Illinois or Indiana will have very large coaching schools. You might write St. John at Ohio State and see just how much of a basketball turn-out they will have there. Since St. John is on the Rules Committee, and since Columbus is a good town, it might be good politics to try that out. Also, Henry Iba and Glen Rose, of Arkansas, have their coaching clinic at Oklahoma City on August 23-26. It might be rather a short time to risk the expenditure of the money that would be involved in getting the baskets up.

As I said, I like your list better than some of those that I have submitted to you. I would certainly take Clair Bee's coaching school at Long Island, because of the fact that he has been very successful with his New York teams.

I note that you will not have the boards ready before the middle of July, and I have only discussed the schools that I know would be fairly heavy with basketball students for late July and August.

Sincerely yours,

Director of Physical Education,  
Varsity Basketball Coach.

FCA:AH



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ST. LOUIS, MO.

June 19, 1939

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

Dear Dr. Allen:

Thank you for your letter of the 16th attaching the list of Summer coaching schools.

I am returning this list and refer you to it and to the list I sent you originally, and would appreciate it very much if you would take both lists and check about a dozen of those that you, with your experience in this work, consider to be the outstanding coaching schools.

In other words, which of this entire list, in your opinion, would be attended by the more important and the greatest number of coaches - all with the idea in mind of our offering the board to the indicated parties for experimental work.

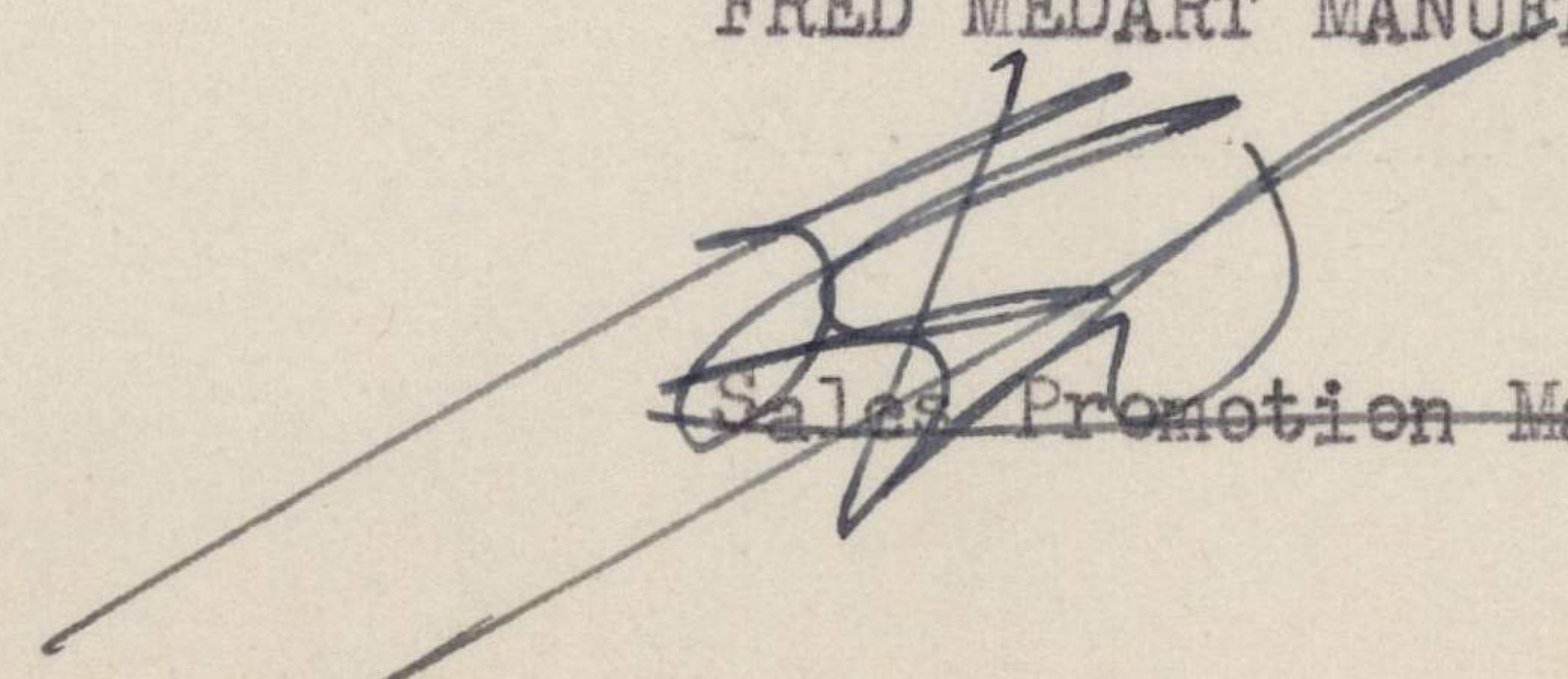
It should also be kept in mind that it is unlikely that we shall have these boards ready before about the middle of July, which means that those schools which are scheduled for June would be out of the picture.

Concerning the playground game, we are having the sample galvanized and will undoubtedly be able to make shipment to you about the end of this week. I shall write you further at that time.

Kindest regards.

Yours very truly,

FRED MEDART MANUFACTURING CO.

  
~~Sales Promotion Manager~~

R.E.Weinzettel/AC



#2

Dr. Forrest C. Allen  
Lawrence, Kansas

P.S. I have been wanting to write to you, Dr. Allen, regarding the cost of making a few films of moving pictures. I know you have had some experience in this field and I am wondering whether you took the pictures yourselves or did you employ someone to do that? It is our idea that possibly we could arrange to take some pictures of the convex banks in use over the Summer, and otherwise work up a nice sales story in film that we could use later and before the next meeting of the Rules Committee to demonstrate the convex backboard to that body. Anything you can give us that would enable us to give some thought to this question of moving pictures would be greatly appreciated.

GOALEE

How does that strike you, Dr. Allen?

Goalie - sounds a little like 'Hockey'



BASKETBALL COACHING SCHOOLS

Butler University Coaching School  
Indianapolis, Ind. - August 7-12

---

Datonia Beach Coaching School  
Datonia Beach, Fla. - August 21-26

---

Duluth State Coaching School  
Duluth, Minn. - August 14-19

---

Georgia Coaching School  
Atlanta, Ga. - August 21-25

---

Indiana Basketball School  
Logansport, Ind. - August 14-18

---

Long Island Coaching School  
Manhattan Beach, Brooklyn, N. Y. - Aug. 21-28

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N. Y. State Summer Coaching School  
(Colgate U.) Hamilton, N. Y. - June 26-July 1

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N. C. University Coaching School  
Chapel Hill, N. C. - August 21-September 2

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Northwestern University Coaching School  
Evanston, Ill. - August 14-26

---

Tennessee Coaching School  
(Vanderbilt) Nashville, Tenn. - August 14-19

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West Virginia University Coaching School  
Morgantown, W. Va. - August 7-12