

TO THE TREASURER OF

MONTGOMERY WARD & CO.,
INCORPORATED

877070

EY

APR 39 K

ISSUED
ONLY
IN AMOUNTS
— OF —
LESS THAN
FIVE
DOLLARS

THIS REPRESENTS THE AMOUNT DUE YOU. IT CAN
BE APPLIED ON YOUR NEXT ORDER OR CASHED AT
ANY OF OUR RETAIL STORES OR AT ANY BANK.

CENTS
ONLY

.03 CENTS

NOT OVER
ONE DOLLAR

PAYABLE AT PAR THROUGH

THE NORTHERN TRUST COMPANY, CHICAGO 2-15

OR IF DESIRED

GUARANTY TRUST CO. OF NEW YORK 1-23
BANK OF AMERICA N. T. & S. A., OAKLAND 90-1
COMMERCE TRUST CO., KANSAS CITY 18-1
FORT WORTH NATIONAL BANK, FORT WORTH 37-5
NORTHWESTERN NATIONAL BANK & TRUST CO. 17-1
OF MINNEAPOLIS

16925-8

MONTGOMERY WARD & Co.



A. T. Whiting

ASST. TREAS.

PLEASE ENDORSE ON OTHER SIDE

Our phone number
Bronxville 5039 April 27, 1939

Dear Dr. Allen: —

Mr. Kutter's
letter, with the welcome news
of your arrival, has just come.
(An enclosed note said she
had sent it to N. Y. City by
mistake - so some delay)

I'm assuming that you
understand a visit which
the Mac Curdys is not only
expected - but imperative.
You, Mrs. Allen if she is
with you, or any of the
family must come out and
see if I can cook well
enough to satisfy two
ravenous men.

Since I am not just
sure when you are
arriving, and since I

realize your schedule will
be quite demanding &
suggest you call us as
soon as you have an
idea of your routine and
then we can decide on the
time for your arrival.

Our calendar is at
your convenience, and we
will hope you can have
dinner with us and spend
an evening. If that can't
be arranged we can decide
over the phone what
alternative to set -

We're all looking forward
to seeing you. Howard (the
son) is terribly impressed
by the way. Ahah!

Cordially,

Elizabeth D. MacLardy

April 18, 1939

Mrs. H. Leigh MacCurdy,
Apartment 5-G,
25 Parkview Avenue,
New York City, N.Y.

Dear Mrs. MacCurdy:

This form of address is still so unfamiliar to me that I'm almost tempted to call you Elizabeth.

Dr. Allen has asked me to drop you a note to let you know that he expects to be in New York for the Rules meeting on May 1 and 2, at the Hotel McAlpin. There is a possibility that some of the meetings may be called a little earlier - maybe the evening of the 30th of April. In making his hotel reservation he specified that he would arrive either the 29th or 30th.

I am sure that Dr. Allen wants to have dinner with the MacCurdys some evening, but since he isn't sure about any evening meetings that might come up I expect we should not make any definite arrangements until he arrives there.

Other members of the department have probably kept you up to date on things that have taken place here since you left. About the biggest piece of news is the selection of the new Chancellor -- Deane W. Malott. I am wondering if you knew him when he was in school here. When Dr. Allen sees you I know he will have lots to tell you. He has been quite a traveling man this spring - to San Francisco twice in two weeks, to Chicago, Sioux City, and Oklahoma City a couple of times. We didn't see much of him between the 10th of March and the 10th of April.

We continue to miss you - but I know that you are enjoying life much more where you are. Jane let me read the letter you sent her at least a couple of months ago, and it was easy to see that you were tremendously busy.

With very best wishes,

Sincerely yours,

May 15, 1939.

Mr. Whitney Martin,
Associated Press,
50 Rockefeller Center,
New York City, N. Y.

Dear Whitney:

Horace Mason is looking around for other locations and I am wondering if you could give me some good advice as to the possibilities of locating him elsewhere. The Department of Athletics here is a little strained in finances, and really I do not believe they appreciate his value. He would much prefer to stay here at the University and work for them because his mother is a widow and he has several brothers and sisters, so he would like to be on the ground to help them.

I helped him all I could in landing his job here, but since Mr. Dill is gone they have hired a new publicity man, and the Athletic Board does not feel that they can handle his salary alone. For that reason I am wondering if you are in any position to help him in the way of making suggestions for a possible location elsewhere.

It may be that Gwinn Henry will keep him, but the Board decided they did not have enough money. For that reason I want to help him as I helped in this previous job.

It was good to see you in New York, and we trust that you get out to Kansas City next March 22-23 for our Regional Collegiate play-off and also for our finals on March 30, when we will have the Basketball Rules Committee and the National Basketball Coaches Association in convention here. We will need you to provide the proper setting for such a group of "salubrities" and "celebrities".

Say hello to Eddie Breitz and Robbie for me.

With all good wishes, I am

Sincerely yours,

Director of Physical Education,
Varsity Basketball Coach.

FCA:AH

May 19, 1939.

Mr. Jack Stuart, Trainer,
University of Alabama,
University, Alabama.

Dear Mr. Stuart:

In reply to your letter of May 15th addressed to Dr. Allen, the training tables used here at the University of Kansas were purchased from the Manning Table Company, of Kirksville, Missouri.

Sincerely yours,

Secretary to Dr. F. C. Allen.

UNIVERSITY OF ALABAMA
DEPARTMENT OF PHYSICAL EDUCATION AND ATHLETICS
UNIVERSITY, ALABAMA

H. G. CRISP
ATHLETIC DIRECTOR

May 15, 1939

Mr. Forrest C. Allen,
Basket Ball Coach,
University of Kansas,
Lawrence, Kansas.

Dear Coach Allen:

In your book on "Better Basket Ball" you mentioned some folding treatment tables for trips under the topic head, "The trainer and his equipment".

I would like to know where to purchase the above table. I have tried to purchase the table in several places and none of them seem to have one.

Thanking you for the above information,
I am

Yours very truly,
Jack Stuart
JACK STUART,
TRAINER

JS:blm

June 27, 1938.

Mr. A. J. Manning,
308 W. Jefferson St.,
Kirksville, Mo.

Dear Mr. Manning:

Thank you very much for your letter enclosing photographs of the training tables. Mr. Elwyn Dees, our trainer here at the University of Kansas, is accepting a position as head trainer at Oklahoma A. and M. College, at Stillwater, Oklahoma. It was for him that I was writing the letter. You will doubtless hear from him when he reports at Stillwater on August first, as he will desire to order some of these tables.

I had forgotten your name, but I remember several years ago ordering a couple of folding tables from you for use here in the athletic department at the University. I will keep this reference, and should we be in need of any in the near future, or if we are able to refer you to other individuals who might inquire, we will be very glad to do so.

Very sincerely yours,

Director of Physical Education,
Varsity Basketball Coach.

FCA:AH

308 West Jefferspn St.
Kirksville, Mo.
June 13- 1938.

University Of Kansas,
% Forrest C . Allen
Lawerence, Kansas.

Dear Sir:

Your inquiry of June 8th received. * Am sorry but we do not have a catalog of our tables on hand at this time but will enclose pictures of both folding and straight tables and these will give you an idea of what they look like.

The straight tables are 22"wide and 6'long (can be made longer if so ordered,) made of heavy oak lumber, with 5"legs and our price is \$18.00 This same table with 4"legs sells for \$16.⁵⁰~~00~~

The folding tables are 20"wide, standard length, the average height is about 27 1/2 or 28", can be made slightly lower or higher if so ordered and our price is \$16.50 . We can furnish this same folding table in the 22" width for \$18.~~00~~

All tables covered with either dark brown, dark green, dark red or white leatherette. Our tables are guaranteed, and if at any time any part breaks or ~~wasxxxxxx~~ proves faulty due to poor workmanship we will replace same without extra charge.

Thanking you for your inquiry and hoping to receive your order real soon we remain,

Very truly yours,
A. J. Manning
Manning Table Company.

A. J. M/ V. M.



3



3

June 7, 1939.

Mr. and Mrs. Louis E. Menze,
406 Clark Street,
Anes, Iowa.

Dear Louie and Mattie:

I want you to know how much I enjoyed your wonderful hospitality, although my lateness in arriving did not indicate such a thing. It was just like old times to be with you and your good family. We visited in the old-fashioned way and it seemed to me that we got back to the days when pressure was not so great for anybody.

It was fine to see your Bob and Keith growing up into such wonderful young men. I say that with all of my heart because I know how proud you are of them and I want you to know that I am equally proud of you as parents. You and Louie have made a wonderful place for yourselves at Iowa State.

I wish Mrs. Allen might have been with me so that we could have visited like we did when Louie was playing at Warrensburg and you were coming down as his sweetheart to see him play and staying at our house.

I hope Keith won more than his share at Oskaloosa, Iowa.

My kindest regards and best wishes to you all, I am

Cordially yours,

Director of Physical Education,
Varsity Basketball Coach.

FCA:AH

May 9, 1939.

Mr. "Nigs" Mielenz,
Athletic Director,
Benson High School,
Omaha, Nebraska.

Dear "Nigs":

I was out at the Country Club playing golf last Sunday and some gentleman from Omaha called my residence. He stated to Mrs. Allen that he was the athletic coach at Central High School. I am wondering if Mrs. Allen got the schools confused and if you might have been in Lawrence last Sunday.

If you were not, I am wondering if you could tell me the name of the coach at Central High School so that I might write him. He called back about 5 o'clock, but I had not returned as yet, so I have no way of knowing who it was. Desiring to render any possible aid to the gentleman inquiring prompts me to write you this short epistle. And, too, I thought perhaps you might have passed such information as contained in my letter of April 4th to one of these gentlemen, and perhaps the gentleman in question was inquiring about work for the summer session.

I will appreciate your reply at your early convenience.

With all good wishes, I am

Very sincerely yours,

Director of Physical Education,
Varsity Basketball Coach.

FCA:AH

Ms. A. 9. 2. 1020

My Mother
Mary Ann

April 4, 1939.

Mr. "Higs" Mielenz,
Athletic Director,
Benson High School,
Omaha, Nebraska.

Dear Mr. Mielenz:

Dr. Allen has asked that I send you a list of the offerings by the Department of Physical Education in the 1939 Summer Session. The courses are as follows:

- 100. Principles of Community Recreation, 3 hrs. (Allen)
- 200. Theory & Practice of Athletic Training (3 hrs. ")
- 300. Special Problems, 2-4 hrs. (Elbel)
- 312. Seminar in Physical Education, 3 hrs. (Elbel)

All of these courses may be taken for graduate credit, and may be applied on the work required for the combined Master's degree in Education and Physical Education.

Dr. Allen is offering two of the above courses - Principles of Community Recreation and Theory and Practice of Athletic Training. This latter course is the same as his old course called "Treatment of Athletic Injuries".

If you know of other coaches who might be inquiring about our set-up for the summer, Dr. Allen hopes that you will pass along the information that we have given you.

Sincerely yours,

Secretary to Dr. F. C. Allen.

CLASS OF SERVICE

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

WESTERN UNION

1201

(52)

SYMBOLS

DL = Day Letter

NL = Night Letter

LC = Deferred Cable

NLT = Cable Night Letter

Ship Radiogram

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination
Received at 646 Massachusetts St., Lawrence, Kansas. Phone 2764

KAD58 TWS PAID 3=WUX STLOUIS MO 5 1136A

1939 JUN 5 PM 12 09

DR FORREST ALLEN=

=UNIVERSITY OF KANSAS =

PLEASE RUSH AIR MAIL SPECIAL DELIVERY TODAY REPLY PROMISED
IN YOUR LETTER OF 3RD TO ME CARE OF BISMARCK HOTEL
CHICAGO. ALSO COPY PORTERS REPORT COVERING RESULT HIS
RULES COMMITTEE QUESTIONNAIRE TO YOU. WE WITHOUT THIS
DATA AND DESIRE TO CONSIDER IT BEFORE CONTACTING HIM

WEDNESDAY=

WEINZETTEL FRED MEDART MFG CO.

3RD

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECORDED TO
THE 14 BY
W. S. E.

THE NATIONAL ARCHIVE RECORDS SERVICE

Jewel
room open
Wed: 9:30 - 11:30

Wm. Wade
op. B B

APR 2, 1960

RECEIVED
FEB 15 1960
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C.

UNION
MESLEKI

RECEIVED
FEB 15 1960
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C.

July 5, 1939.

Mr. R. L. Markley,
Department of Education,
Cheyenne, Wyoming.

Dear "Red":

Congratulations on your new appointment as head of the Physical Education Department at the University of Wyoming. It will be a pleasure for me to help you in any way that I can.

You doubtless heard when the Board of Regents abolished the office of director of athletics a few years ago so that they could fire me because the athletic board here would not do it. I was then made head of the Department of Physical Education. I am sure you read about it at that time, but I think it was Hearst who said that the ordinary newspaper reader has a mind of about two weeks, so why should I expect you to remember longer than two years ago.

I am sending you all the data that I have and I assure you if there is anything you want at any time it will be a great pleasure for me to give it to you if it is within my power.

I am here for the eight weeks of Summer Session. I am teaching two classes - The Theory and Practice of Athletic Training, and Community Recreation.

We are now offering a major in Physical Education with a B. S. degree in Education. We are also offering graduate work in Physical Education. I am sending you our catalog as well as a bulletin on Physical Education, which gives most of our set up.

Dr. Naismith was retired some three years ago, but previous to that for eleven years I was made director of the Division of Physical Education and Intercollegiate Athletics, and two years ago the Board of Regents upset the apple cart, and now our athletic set up is Gwinn Henry, Director of Athletics and football coach, Victor Hurt first assistant, and Harry Lansing second assistant, with Mike Getto freshman coach. Bill Hargiss is track coach, and I handle the varsity and freshman basketball.

for 404

I leave for Atlanta, Georgia, after the summer school is out here. I am handling a coaching school down there from August 19 to 25. I am not sure, Red, whether I will be here the first of September. I doubt it, but I would certainly be happy to see you and talk things over.

If after reading the material, some things are not clear to you, be sure to write me as it will be a great pleasure to extend any courtesy that I can.

Please remember me to your good wife.

With kindest regards, I am

Sincerely yours,

FCA:AH

Director of Physical Education and Recreation,
Varsity Basketball Coach.

STATE OF WYOMING
DEPARTMENT OF EDUCATION
CHEYENNE

ESTHER L. ANDERSON
STATE SUPERINTENDENT

July 1, 1939

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

Dear "Phog",

I have just received an appointment to head the Physical Education Department at the University of Wyoming.

Since I have not been active in this work for some time, you can realize that I am a little anxious to get some rather definite information concerning the programs offered in other schools. The past several years the Physical Education program has been considerably curtailed at the University of Wyoming. It is my plan to enlarge the program as I go along and so would like to have you send me the program offered at the University of Kansas.

I am not well acquainted with Dr. Naismith and I am not sure that he still heads the Physical Education Department. If you can beg, borrow or get an outline of some of the courses offered I would be only too happy to have them.

I am now living under the belief that this job offers some possibilities.

Where do you plan to be the first of September? It may be that the Markley's will visit in Kansas at that time. There are several other little details that you and I might work out relative to an athletic program.

With kindest regards, I am

Sincerely yours,

"Red"

R. L. Markley

RLM:K

*It looks like a good
battle this morning
I'll be here the first of
the summer R.*

EMERGENCY SHIPMENT

FRED MEDART MANUFACTURING CO.

POTOMAC AND DE KALB STREETS

ST. LOUIS, MISSOURI

ORDER NO

M 2638

DATE

6/27/39

MEMO

Charge To

DR FORREST C ALLEN
DIR OF PHYSICAL EDUCATION
UNIVERSITY OF KANSAS
LAWRENCE KANSAS

Shipped To

DR FORREST C ALLEN
DIR OF PHYSICAL EDUCATION
UNIVERSITY OF KANSAS
LAWRENCE KANSAS

Shipped Via

M K AND C TRUCK LINES PREPAID

Shipping Date

Description

1 SPECIAL SET OF GOALEE PLAY EQUIPMENT

40.00

SHIP TODAY SURE

(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., 6 27 19 39 Shipper's No. M 2638 Agent's No. 37120
 By M K & C TRUCK LINE Company Cust. No. E Bill of Lading No. 37120

Consigned to DR FOREST C ALLEN DIR OF PHY EDUCATION
UNIVERSITY OF KANSAS

Destination LAWRENCE State of KANSAS County of _____

Route _____ Car Initial _____ Car No. _____

Delivering Carrier _____

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
 The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor.)

If charges are to be prepaid, write or stamp here. "To be Prepaid."

PREPAID

Received \$ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier _____

Per _____ (The signature here acknowledges only the amount prepaid.)

Charges advanced: \$ _____

No. Packages	Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rt.	Check Col.	No. Packages	Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rt.	Check Col.
Crates	Gymnasium Appts. K. D. Flat				Crates	Playground Appts. K. D. Flat			
Boxes	Gymnasium Appts. K. D. Flat				1	Boxes	Playground Appts. K. D. Flat	76	
Cartons	Gymnasium Appts. K. D. Flat				2	BUNDLES	Playground Appts. K. D. Flat	70	
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**

Per _____

Agent

2

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

© Krone-Brice Co., St. Louis, Mo.

Form 7A-MV-7-38

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

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

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

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to 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.

July 8, 1933.

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

Dear Mr. Weinzettel:

I am getting up a game, using the new goal, and we will have some scrimmage this coming Thursday night. I had two coats of white paint put on the goal, and we have it out on our playground. It looks fine, and everybody seems to like it very much.

I am sorry that I am not able to send you the rules as yet. Frankly, I have been so busy with my Summer Session program, that I haven't been able to get started on it. I have been trying to get a golf driving range and other recreation facilities available for our summer students, and that in addition to my regular teaching schedule has taken all of my time.

But this next week I hope to get the rules made out, and I will also give you a report on our game Thursday night. I have not had any pictures taken yet, but intend to do so.

Very sincerely yours,

Director of Physical Education and Recreation,
Varsity Basketball Coach.

FCA:AH

35
46

Mason

THE ASSOCIATED PRESS
GENERAL OFFICE
50 ROCKEFELLER PLAZA
NEW YORK, N. Y.

MAY 17, 1939

DR F. C. ALLEN,
PHYS. ED. DIRECTOR,
UNIVERSITY OF KANSAS,

DEAR PHOG:

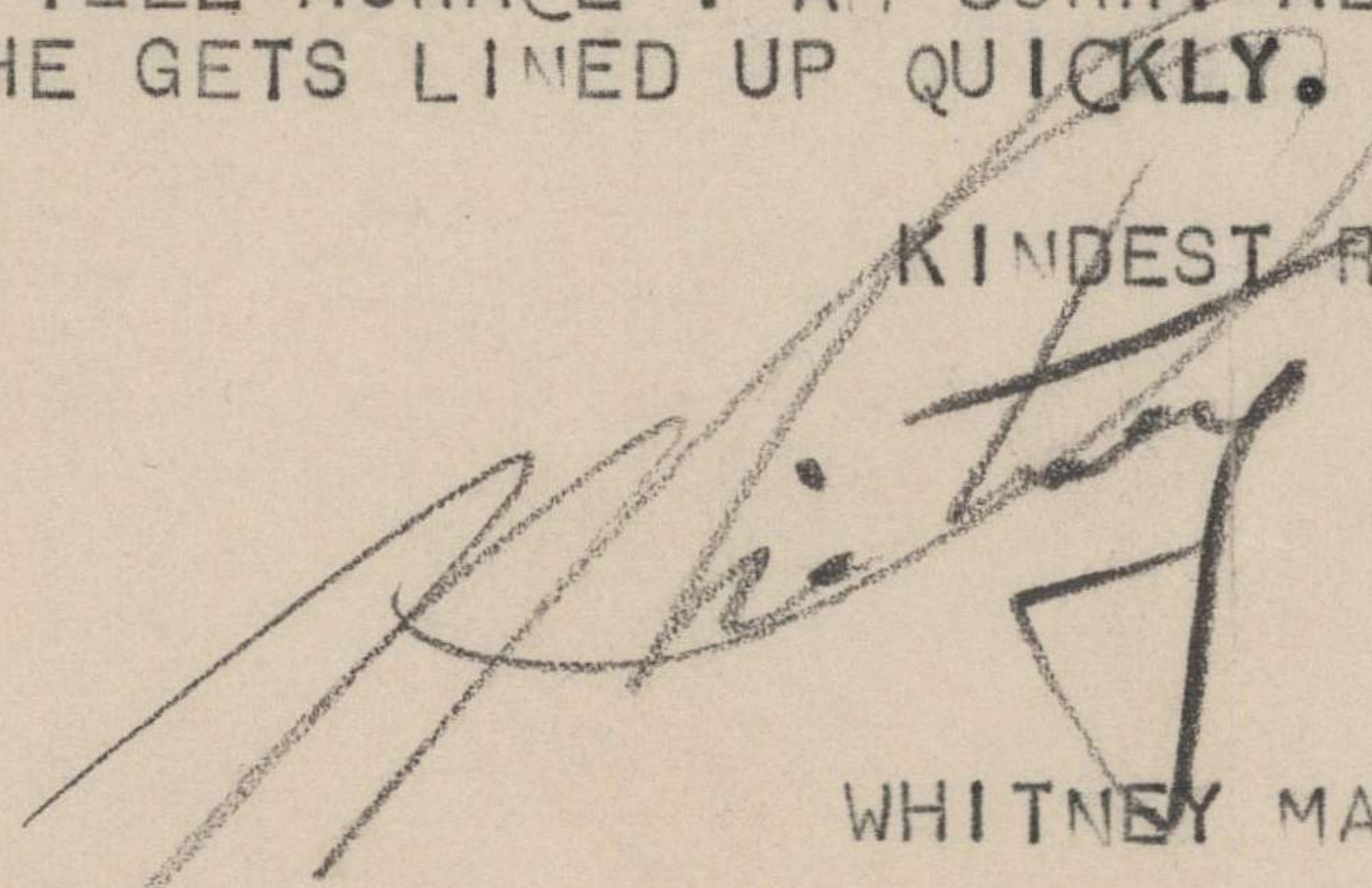
WAS GLAD TO GET YOUR LETTER, BUT SORRY TO HEAR THAT HORACE MASON WAS ABOUT TO BE TURNED OUT IN THE COLD. YOU RECALL WE MENTIONED HIM DURING OUR RECENT ENJOYABLE VISIT, COMMENTING ON WHAT AN EXCELLENT JOB HE DID, AND I THINK THEY WILL GO A LONG WAYS TO FILL HIS SHOES ONCE THEY TURN HIM LOOSE. HE'S A FINE AND CAPABLE BOY.

WOULD GLADLY DO ANYTHING I COULD TO HELP HIM GET SITUATED, PHOG, BUT AM AFRAID MY EFFORTS ARE LIMITED. I AM NOT IN DIRECT CONTACT WITH NEWSPAPERS ENOUGH TO KNOW WHEN THEY HAVE OPENINGS, AND AS FOR THE AP, IT'S JUST A CASE OF BEING AROUND WHEN AN OPENING TURNS UP. IF HE IS INTERESTED IN THE AP, MY ADVICE WOULD BE TO DROP IN ON PAUL MICKELSON AT KANSAS CITY AND TALK IT OVER WITH HIM. HE WOULD BE IDEALLY FITTED FOR A SPORTS PUBLICITY JOB WITH SOME BIG COLLEGE, BUT AGAIN THAT IS BEYOND MY SCOPE. SO ALL IN ALL, ABOUT THE BEST I CAN DO IS WISH HIM THE BEST OF LUCK AND EXPRESS SINCERE REGRETS THAT I CAN'T DO WHAT I WOULD LIKE TO DO.

REALLY ENJOYED OUR BRIEF VISIT HERE. IT WAS JUST LIKE A BREATH FROM HOME TO SEE YOUR SMILING FACE WHEN I WALKED IN. I AM SAVING ALL THAT MATERIAL YOU GAVE ME AND WHEN THE TIME ROLLS AROUND WILL GIVE IT THE WORKS.

PLEASE TELL HORACE I AM SORRY HE MUST LEAVE K. U., AND THAT I HOPE HE GETS LINED UP QUICKLY.

KINDEST REGARDS



WHITNEY MARTIN

K. C. Star Correspondent

Other new correspondents (Journal, Capital, Oakson back)

Run the press box (Handle requests for tickets)

Distribute sports pictures

National Cornhusking contest game

Publicity for Relays

Pls make copy of
this on yellow sheet
of paper

Jca

K.C. Star correspondent

Other new correspondents (Journal, Capitol, Oakson back)

Run the press box (Handle requests for tickets)

Distribute sports pictures

National Cornhusking contest game

Publicity for Relays

K. U. NEWS BUREAU

5/8/39

To:
Public Relations Committee
University of Kansas

The following is a report of the activities of the News Bureau during the month of ~~April~~ in which you may be interested. This report is based on the Bureau's mailing records and the reports made by two CSEP students who read as many of the state's daily and weekly newspapers as are available to the Bureau.

Dispatches sent 27,699
(This includes Newsletters; sports sheets; reports furnished local representatives of daily newspapers; special stories; and postal cards mailed).

Number of inches printed.* 5,650
Items regarding faculty members.** 1,630
Meetings, conventions, festivals 209
Students and student activities. 531
Kansas Relays. 2,898 ←
Other athletic events, baseball, etc.. . . . 141
Miscellaneous. 241

* Total inches does not include material published in the Lawrence Journal-World nor the Daily Kansan.

** Two most popular items regarding faculty were: the election of a new Chancellor and the marriage of Dr. James Naismith.

The total number of inches, 5,650, would completely fill 18 issues of the University Daily Kansan.

There are no figures over any previous month to determine the relative effectiveness of the work of the Publicity Bureau.

Work of the Bureau during April also included 16 radio broadcasts over station KFKU.

Percentages of matter printed show the value of athletics:

Athletics 53.8%
Faculty 28.9
Students. 9.4
Miscellaneous 4.2
Meetings. 3.7

All work in the Bureau is performed by four part-time University employees and two NYA workers. All are students except one, Horace Mason, who takes care of the Sports department.

Work of Sports Publicity Man

Send releases to daily papers and radio stations (175)

Special stories to home towns of athletes

Handle taking and distribution of sport pictures

Handle all publicity for the Kansas Relays

Editor of the Kansas Relays program

Run the press box at football games and Kansas Relays

Obtain detailed data on high school athletes for coaches

June 26, 1939.

Mr. Frank Major,
3331 East 18th St.,
Kansas City, Mo.

Dear "Easy":

As promised you, I am sending you the autographed copy of "Better Basketball". There may be a lot of the book you will enjoy, but I invite you to turn to the back of the book and read the Tales of Yesteryears. I am sure that out of some of these yarns you will get a thrill because you have either read of some of them in the press dispatch or heard some of them over the radio, which will cause you to hook up some of the things you have heard with what you read.

After you and Thelma have perused the bloomin' thing, let me know if you think I am a bigger liar now than what you thought before you read the book. Remember, these are all true stories, and what I told you as a boy is a lot different from what I have said as a man. Ha-ha.

It was a great pleasure to see you and the Mrs. and have a fine visit with you. I hope we have many other very pleasant get-togethers.

With all good wishes, I am, as ever,

Sincerely, your pal

Director of Physical Education,
Varsity Basketball Coach.

FCA:AH

STATE OF WYOMING

DEPARTMENT OF EDUCATION

CHEYENNE

ESTHER L. ANDERSON

STATE SUPERINTENDENT

July 11, 1939

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

Dear Phog:

The rules and regulations governing the Department of Physical Education, instructions to students majoring in Physical Education, and a schedule of classes for 1938-39 school year, received.

I am glad to get this information and after I have reviewed this more carefully, I am sure I will have more questions, which I hope you will find the time to answer.

We experienced our hottest day yesterday in five years. 97 degrees. So you can imagine that is the chief topic of conversation today.

With kindest regards and my sincere appreciation,
I am

Sincerely yours,

R. L. Markley
R. L. Markley

RLM:L

August 9, 1939.

Mr. J. H. Stewart,
Director of Athletics,
Southern Methodist University,
Dallas, Texas.

Dear Jimmie:

Thank you very much for your good letter of the 7th instant, definitely deciding on December 18 and 19 as final for our games at Lawrence. I have written several letters to Bruce Drake and I cannot get an answer, so I will have to agree with you that he should have made a decision sooner. But I am pretty positive that he wants the game on the 16th.

I talked with Bruce at Iowa State at our Big Six Conference meet and this was the date that he wanted at that time, but I cannot understand why he does not answer.

The contract we signed July 12, 1938, covers the return games in 1939, so we shall attach your letter of August 7 confirming the dates December 18 and 19 to our copy of the contract, and if you will attach this letter to your copy, then I believe there will be no question about our agreement.

Very sincerely yours,

FCA:AH

Director of Physical Education and Recreation,
Varsity Basketball Coach.