

CONTRACT AND LEASE

This Agreement, Made on the **23** day of **November**, 19**43**,
by and between the City of Kansas City, Missouri, a municipal corporation, represented in the entering of this contract by the Municipal Auditorium Director, hereinafter designated as the Lessor, party of the first part, and

agent or representative of **Dr. F. C. Allen,**
Director of Athletics, Physical Education,
University of Kansas,
Lawrence, Kansas.
party of the second part, hereinafter designated as Lessee,

WITNESSETH:

That the party of the first part, the Lessor, Kansas City, Missouri, in consideration of the covenants and agreements herein contained, and of the faithful performance of the Lessee of all such covenants and agreements hereby grants unto said Lessee the right to use and occupy the

Arena on Saturday Dec. 11, 1943

of the Municipal Auditorium Building, situated at 13th & Wyandotte Sts., Kansas City, Missouri, for the following and no other purpose, to wit:

Basketball games.

during the hours and upon the dates hereinafter specified, to wit:

SET UP - Customary basketball set-up.

OPEN TO PUBLIC

7:00 P.M. to 11:59 P.M.

REMOVAL

with such special arrangements as are here set forth

The Lessor further agrees:

1. To permit the Lessee, upon the faithful performance of the terms of this lease, peaceably and quietly to have, hold and enjoy the use of said premises for the purposes and for the term aforesaid, accidents and unavoidable delays excepted.
2. To furnish, at the Lessor's expense, reasonable heat for the said premises for the purposes aforesaid, accidents and unavoidable delays excepted.
3. To furnish, at the Lessor's expense, light for ordinary use only, for said premises, when and as required in the reasonable opinion of the Director of said building, for the purposes aforesaid, accidents and unavoidable delays excepted.
4. To furnish water from the Kansas City Water Works by means of the regularly installed appliances for ordinary toilet and drinking purposes only, accidents and unavoidable delays excepted.
5. To furnish **sets of reserved seat tickets, to handle the advance sale of tickets, to provide the customary basketball set-up in the Arena and to furnish ticket sellers, ticket takers, and ushers.**

Receipts after deduction of Federal and State taxes.
be paid at the time this contract is entered, the sum of \$1.00 to
1. To pay to the said Lessor for its rights under this lease and agreement the sum of \$1.00 to
The Lessee hereby covenants and agrees:

The Lessee hereby covenants and agrees:

1. To pay to the said Lessor for its rights under this Lease and Agreement the sum of \$1.00 to be paid at the time this contract is signed, plus 20% of all gate receipts after deduction of Federal and State taxes.

Both the Lessor and the Lessee agree and understand that if a flat rate is to be paid for the rights of the Lessee under this contract and lease, then the Lessee is to pay all municipal, state and federal taxes upon the receipts taken in, which are required to be paid, whether in the nature of a sales tax, amusement tax, privilege tax or any other kind of a tax, and if the Lessee claims to be exempt from any such tax the Lessee shall in advance obtain in writing a statement acknowledging its exemption from the proper governmental branch and present such statement to the Director of the auditorium in advance of the particular performance or occasion that the exemption relates to. Further, in the absence of such a presented exemption the party of the first part is hereby granted a lien upon all moneys received in its custody for any performance, exhibition or other public use and from such money shall be entitled to take therefrom such sum as is necessary to pay the tax or taxes owing. If the party of the second part is to pay a percentage of the receipts taken in on any performance, exhibition or other public use for its rights received under this contract and lease, then the party of the first part has a general lien over all such money taken in with the right to take from such money such sum as is necessary to pay said tax or taxes, and then from the remaining amount the parties hereto take their specified percentages. Further, the party of the first part has a lien over all box office receipts with the right to take therefrom the money owed it as rental under this contract and lease, and also a lien over said box office receipts for the purpose of and with the right to deduct from said box office receipts a sufficient amount of money to pay the costs of stage hands, musicians, ushers, door men, ticket takers, spot light operators, motion picture operators, and any and all other employees of said Lessee who may be called in, either by said Lessor or by said Lessee, for the convenience of said Lessee and at the said Lessee's request, for said attraction provided for by this contract and lease, it being distinctly understood and agreed, however, that all and each of the above mentioned employees are and remain employees of the Lessee herein solely, and the Lessor is in no way or manner responsible for any moneys whatsoever claimed by said employees for work or labor done in any way in connection with said attraction.

The party of the first part and the party of the second part agree that:

1. The party of the first part will not advertise any performance, exhibition, attraction, or public display except with the specific permission of the Director of the auditorium as to the means and manner of such advertising, and shall advertise only in such papers and by such means and in such a manner as the Auditorium Director agrees to, and no billing, distributing or advertising of any kind whatsoever in the newspapers, or in any other form, paper, or manner shall be done by the Lessee without the actual and specific consent of the Auditorium Director. A violation of this clause is agreed and understood to be against the essence of this contract, and shall be considered a violation of the whole contract, rendering it voidable at the option of the Lessor.
2. That said Lessee will comply with all rules and requirements of the Police Department and Fire Department and other municipal authorities of Kansas City, and will obtain and pay for all necessary permits and licenses, and will not do nor suffer to be done anything on said premises during the term of this lease in violation of law.
3. That said Lessee shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not drive or permit to be driven, nails, hooks, tacks or screws into any part of said building and will not make nor allow to be made any alterations of any kind therein; that no bills, signs or other articles shall be pasted, nailed or otherwise attached to any part of the interior of said building in such manner as to injure, deface or destroy the same, nor shall any signs, bills or other articles be in any manner attached to the exterior walls or said premises or any other portion of said premises without the approval of the Director of the auditorium.
4. That if said premises or any portion of said building during the term of this lease shall be damaged by the act, default or negligence of the Lessee, or of the Lessee's agents, employees, patrons, guests or any person admitted to said premises by Lessee, Lessee will pay to the Lessor upon demand such sum as shall be necessary to restore said premises to their present condition. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises by or with the consent of any person acting for or in behalf of said Lessee, and said Lessee agrees to have on hand at all time sufficient police force to maintain order and protect persons and property. The Lessor assumes no liability for injury of any nature to persons or property received in or about said building and premises and the Lessee covenants and agrees to make no claim against the Lessor for damages for such injuries, and agrees to indemnify and hold harmless the Lessor against any claim for damages of such character, either to the Lessee or to any employees or to other persons including patrons or guests of the Lessee.
5. That said Lessee shall not assign this lease nor suffer any use of the said premises other than that herein specified, nor let nor underlet the same, nor suffer any article to be brought into or act done on said premises which vitiate or increase the premiums on the policy or policies of insurance held by the Lessor on its building, of which said premises are a part.
6. That the Advisory Board of the Municipal Auditorium and the Municipal Auditorium Director and anyone who shall present from them or him in writing a proper statement that that person is to be admitted, shall have at all times free access to said premises for the purpose of making necessary inspections or attend to any other matter which is usual and customary in the managing and regulating of said building. Further, that the Advisory Board of the Municipal Auditorium, through the Director of the Municipal Auditorium, shall have the right to select from the entire list of boxes, four boxes, if the performance, exhibition or display is given in the arena of the Municipal Auditorium, and if given anywhere else in the Municipal Auditorium, then the Advisory Board of the Municipal Auditorium, through the Director of the Auditorium, shall have the right to select from the entire list of available seats _____ number of seats of his own choice, all said boxes and seats being provided to said Director for each and every performance, exhibition or display given, without cost or other remuneration.
7. That the keys and other locking devices shall at all times be in the possession and control of the Lessor.
8. Said Lessee agrees to abide by and conform to all rules and regulations from time to time adopted by or prescribed by the Lessor, for the government and management of said building; to take the proper care of the demised premises during said term; to quit and surrender up said demised premises to the Lessor at the end of said term in the same condition as at the date of the commencement of this contract and lease, ordinary use and wear thereof only excepted. The Lessee hereby acknowledges and recognizes that certain

Clause # 17

The parties hereto being cognizant that the United States is at war and that a war emergency exists and that demands have been made by the United States Government upon the City and its facilities, and that other demands may in the future be made, it is therefore understood and agreed between the parties hereto that in the event the United States Government, or any department or agency thereof, desires to lease or use any part of the Municipal Auditorium Building involved or affected by this lease, then this lease may be immediately cancelled by the lessor without notice thereof; and furthermore the lessor also reserves the right to change the dates herein specified at lessor's discretion, and the lessee hereby waives any claim he may have or which might arise by reason of such cancellation or change of dates.

portions of the Municipal Auditorium and certain functions that are carried on therein operate under certain union regulations and on a union basis. The Lessee agrees that if his particular function, exhibition, display, or use, is of the type that comes within these union rules recognized by the Director of the Municipal Auditorium, then the Lessee agrees to operate under them and abide by them.

9. That if the said premises, or any part thereof, shall become vacant during said term, the Lessor or its representatives may re-enter the same either by force or otherwise without being liable for any prosecution therefor, and may at its own option relet the said premises as the agent of said Lessee and receive the rent therefor, applying the same, first, to payment of such expenses as may be incurred in re-entering and reletting said premises, and then to the payment of the rent due under this contract and lease; the surplus, if any, to be paid over to the Lessee, and said Lessee covenants and agrees hereby to pay to the Lessor, on demand, the balance, if any, of the rental herein agreed to be paid remaining after deducting the net rental resulting from such reletting; but nothing herein contained shall be construed as imposing any obligation on the Lessor to relet or attempt to relet the said premises nor does the Lessor assume any such duty, nor shall anything herein contained be construed in any way to affect the obligation of the Lessee to pay the full amount of said rental in case said premises shall not be so relet.

10. That in case the Municipal Auditorium Building, or any part thereof, shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, lockouts, boycotts and civil insurrections, shall render the fulfillment of this lease by the Lessor impossible, then and thereupon this lease shall terminate; and in the event the term of this lease shall have begun prior to any such occurrence, the Lessee shall pay rental for said premises up to the number of hours as the unit of measuring at the rate herein specified; and in the event of any such occurrence prior to the beginning of the term of this lease, then this lease shall not become effective; and in either event, said Lessee hereby waives any claim for damages or compensation because of any such termination.

11. That the Lessor and its employees, servants and agents shall not be responsible for any damage or injury that may happen to the property of the Lessee, or to the property of the Lessee's agents, servants and employees, or to property that may belong to any other person, including any of the general public that may attend said leased portion of the Auditorium, where said loss arises from theft, fire or any other circumstance, and said Lessee hereby expressly releases Lessor from said losses and agrees to indemnify it against any and all claims for such loss, damage or injury in cases both where the Lessee is the actor and in cases where the Lessee has, in compliance with this contract and lease, entered into a sub-lease or sub-contract.

12. That the Lessor, through its concessionaire, reserves the sole right to sell refreshments, including food, confectionery, drinks, cigars, cigarettes and other such articles, and the right to conduct check stands, and the Lessee shall not engage in any of the aforesaid business in the building, without the written consent of the Director of the Auditorium.

13. That the Lessor reserves the right to remove from the building all effects of whatsoever nature left within it by the Lessee after the expiration of the time covered by this contract and lease; or to charge an additional rental at the same rate per date provided in this contract if written notice is given to remove such effects to the Lessee, and they are not immediately removed; and the Lessee agrees to pay to the Lessor an amount to cover the cost of removing such effects or the cost of such additional rental.

14. That in the handling, control, custody, and keeping of receipts and funds and moneys, whether the same are received through the box office or otherwise, the Lessor is acting for the accommodation and benefit of the Lessee, and that as to such receipts and funds the Lessor shall be responsible only for gross neglect or bad faith. The Lessee promises to do no act that will prejudice the insurance of the Lessor concerning the bonding of the employees of the Lessor in the handling of the box office receipts. The Lessee further agrees with the Lessor that the only persons who are to have the right to be in the box office are those employees of the Lessor directly engaged in the box office work, the Director and Auditor of the Municipal Auditorium, and the manager of the Lessee for the purpose of checking the number of sales made, and no others.

15. The Lessee hereby agrees that the Lessor has the unqualified right to cancel this contract and lease without refunding any money paid thereunder, or without any loss or detriment to said Lessor if the Lessee has misrepresented in any manner or in any degree the type or nature of the attraction to be held in said leased premises, if said misrepresentation in any manner influenced said Lessor in entering into this contract and lease, and said Lessee hereby agrees that said Lessor is the sole judge, through its duly appointed agent, the Director of the Auditorium, of whether or not the said misrepresentation did so influence it in entering into said contract and lease; further said Lessee assumes the duty of disclosing to said Lessor whether or not the attraction to be held in said leased premises is in any manner or means of a political nature, and failure to so disclose makes this contract and lease voidable at the election of the Lessor.

16. And the said Lessee further covenants, agrees and understands that if any default is made in the payment of the rent or any part thereof at the time above specified, or if any default is made in the covenants or agreements herein contained, this contract and lease and the relation of landlord and tenant at the option of the Lessor, shall cease and terminate and the relation of the parties shall be the same in all respects as if said term had fully expired, and the said Lessor may re-enter the said premises and hold the same as of its former estate therein, remove all persons therefrom, and resort to any legal proceeding to obtain such possession, and the said Lessee shall notwithstanding said re-entering, pay the full amount of said rental as herein agreed to be paid.

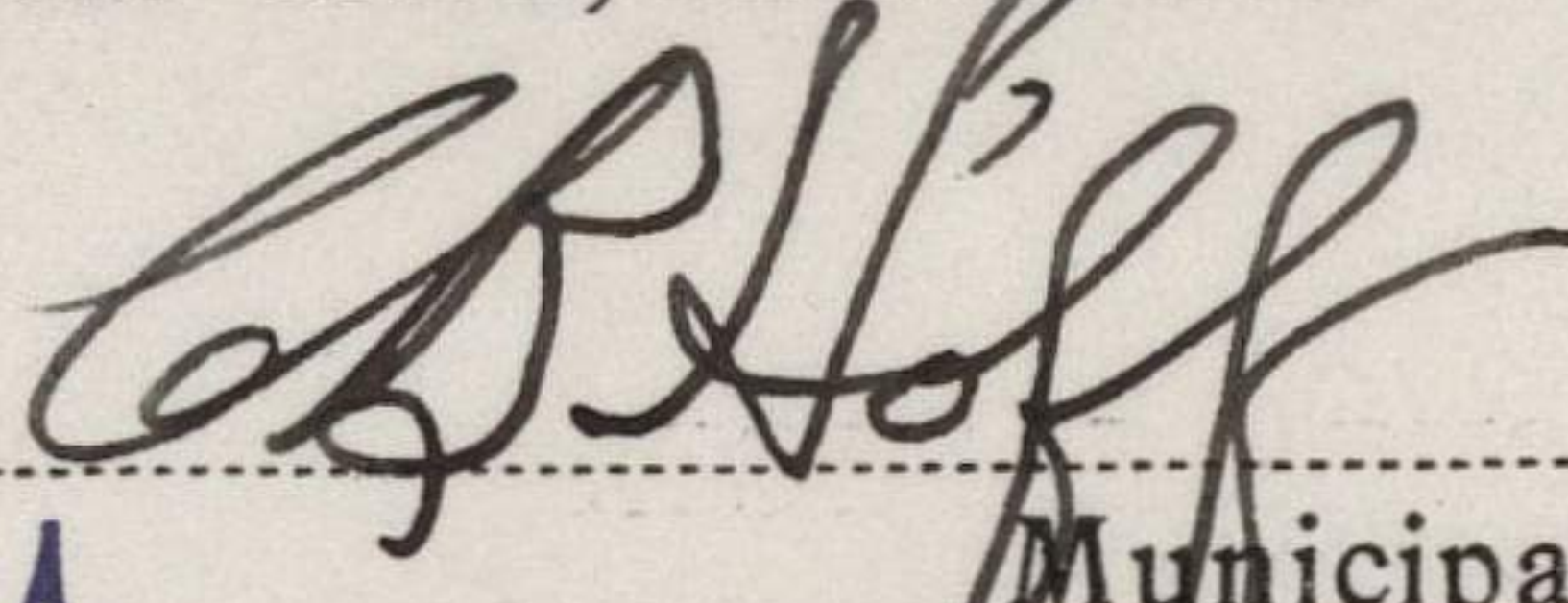
The party of the first part and the party of the second part hereby agree, stipulate, and recognize that in the entering of this contract and lease they are not in any way partners, co-partners, or in any way jointly interested in any mutual enterprise but are to each other Lessor and Lessee respectively, and occupy that status only.

This agreement shall bind the parties and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the city of Kansas City, Missouri, a municipal corporation, represented in this contract by its Auditorium Director, has caused this contract to be signed by its Auditorium Director, for and on behalf of Kansas City, Missouri, and the Lessee has signed the same in duplicate the day and year first above written.

KANSAS CITY, MISSOURI

By

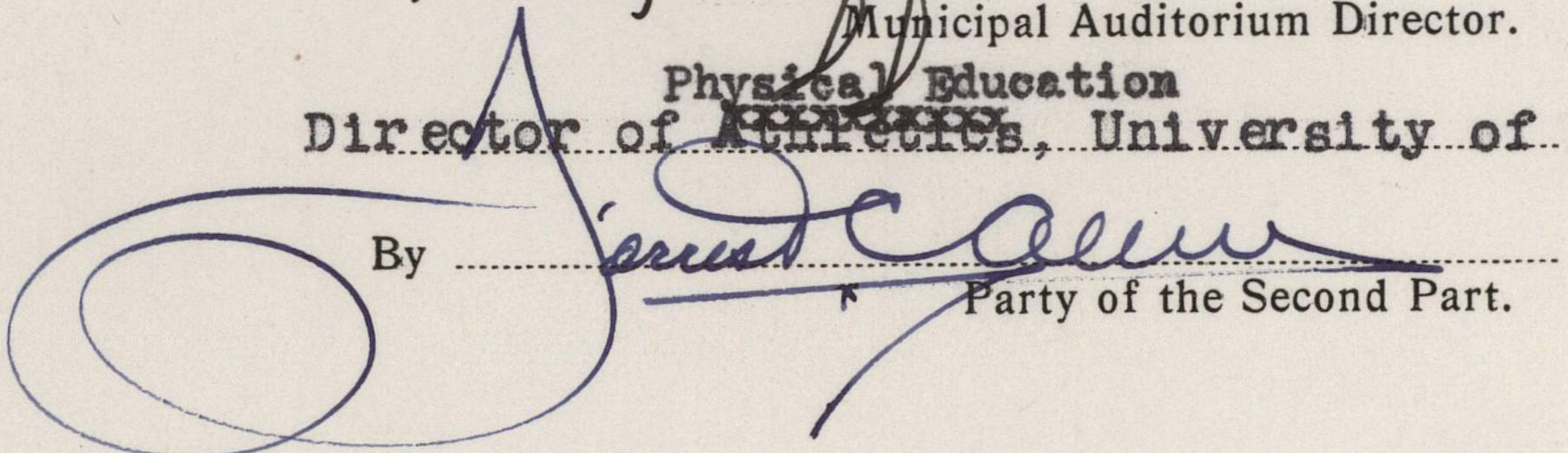


Municipal Auditorium Director.

Physical Education

Director of Athletics, University of Kansas.

By



Party of the Second Part.

Basketball Games,
Arena, December 11, 1943

0961

10. That in case the Municipal Auditorium Building, or any part thereof, shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, lockouts, boycotts and civil insurrections shall render the fulfillment of this lease by the Lessor impossible, then and thereupon this lease shall terminate, and in the event the term of this lease shall have begun prior to any such occurrence, the Lessee shall pay rental for said premises up to the number of hours as the unit of measuring at the rate herein specified and the event of any such occurrence prior to the beginning of the term of this lease, then this lease shall not become effective; and in either event, said Lessee hereby waives any claim for damages or compensation because of any such termination.

11. That the Lessor and its employees, servants and agents shall not be responsible for any damage or injury that may happen to the property of the Lessee, or to the Lessee, or to the Lessee's agents, servants and employees, or to property that may be on the premises, where said loss or damage, or any other circumstance, may attend said leased premises, except as expressly stated in this lease. The Lessor agrees to indemnify its agent and employees for such loss, damage or expense, in cases both where the Lessor is the actor and in cases where the Lessee has, in compliance with this contract, leased and lessor and lessee are both parties to a sub-lease or sub-contract.

12. That the Lessee through its employees, servants and agents shall not be responsible for any damage to food, collection, drink, cigars, etc., or other such articles, or for any loss or damage to such articles, without the written consent of the Lessor, and the Lessee shall not engage in any business in the Auditorium.

13. That the Lessee reserves the right to remove from the premises any effects of whatsoever nature left within it by the Lessee after the expiration of the time covered by this contract, and the Lessee is given to remove such additional rental at the rate per date provided in this contract, and the Lessee agrees to pay to the Lessor an amount cover the cost of removing such effects or the cost of such additional rental.

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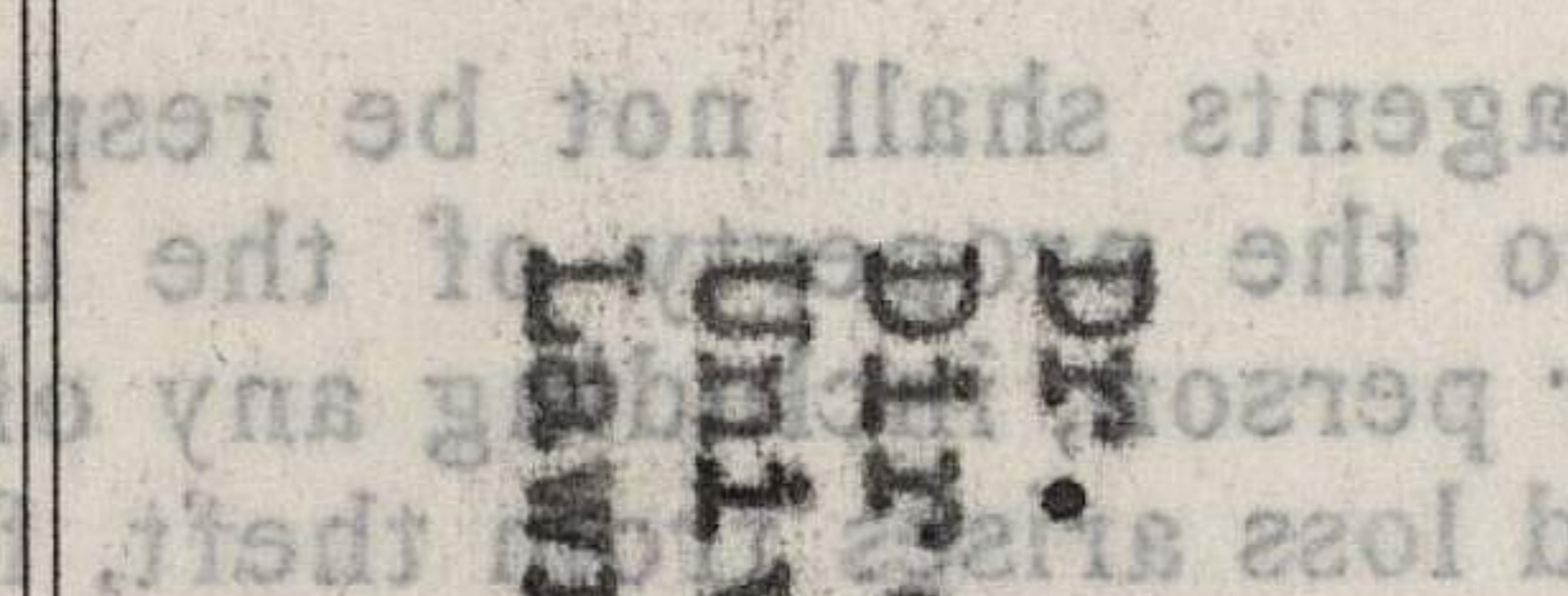
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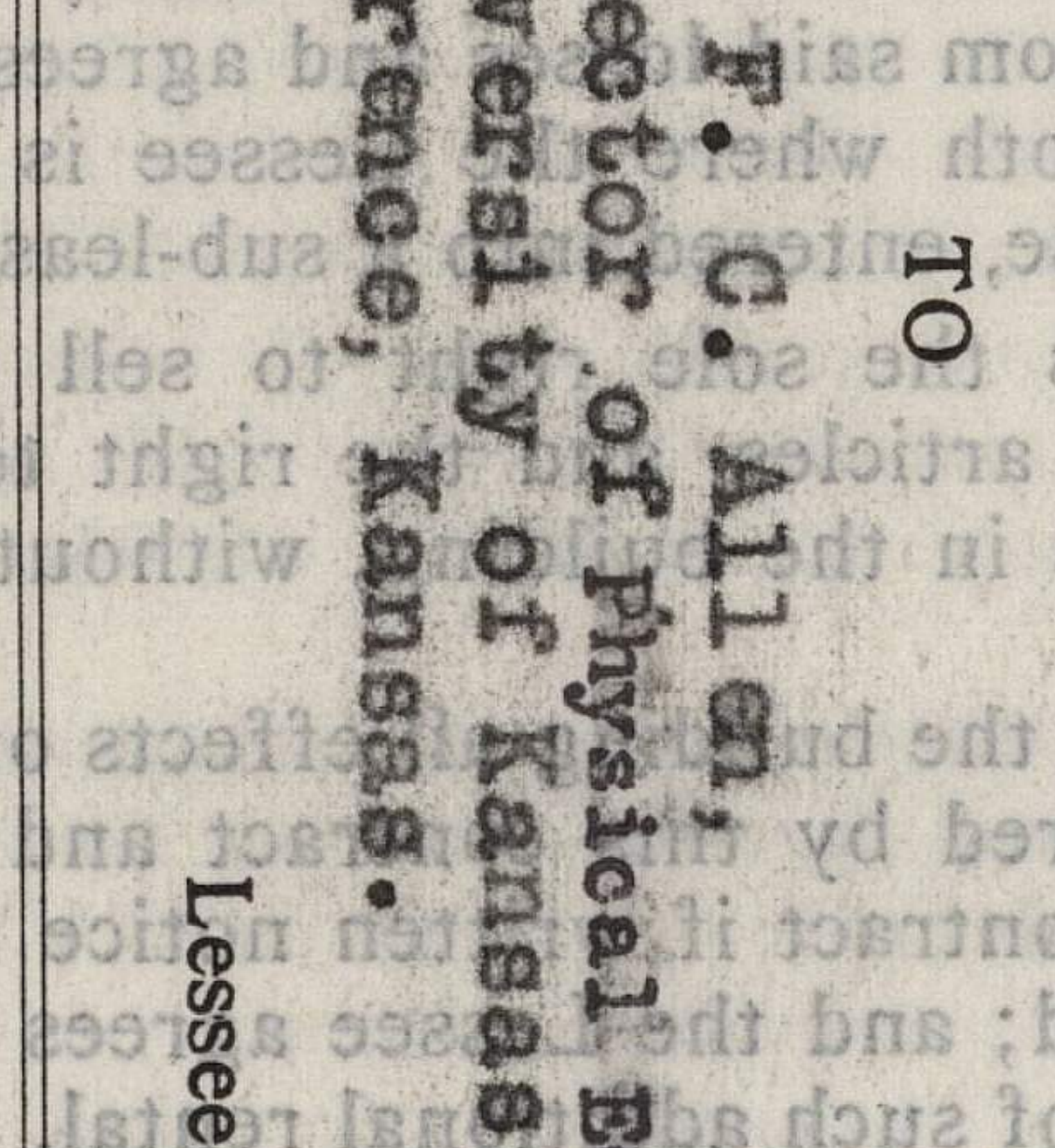
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IN WITNESS WHEREOF, the city of Kansas City, Missouri, a municipal corporation, represented in this contract by its Auditorium Director, has caused this contract to be signed by its Auditorium Director, for and on behalf of Kansas City, Missouri, and the Lessee has signed the same in duplicate the day and year first above written.

KANSAS CITY, MISSOURI

By  Municipal Auditorium Director.

By  Party of the Second Part.

DEPARTMENT OF
MUNICIPAL AUDITORIUM
KANSAS CITY, MISSOURI

Lessor

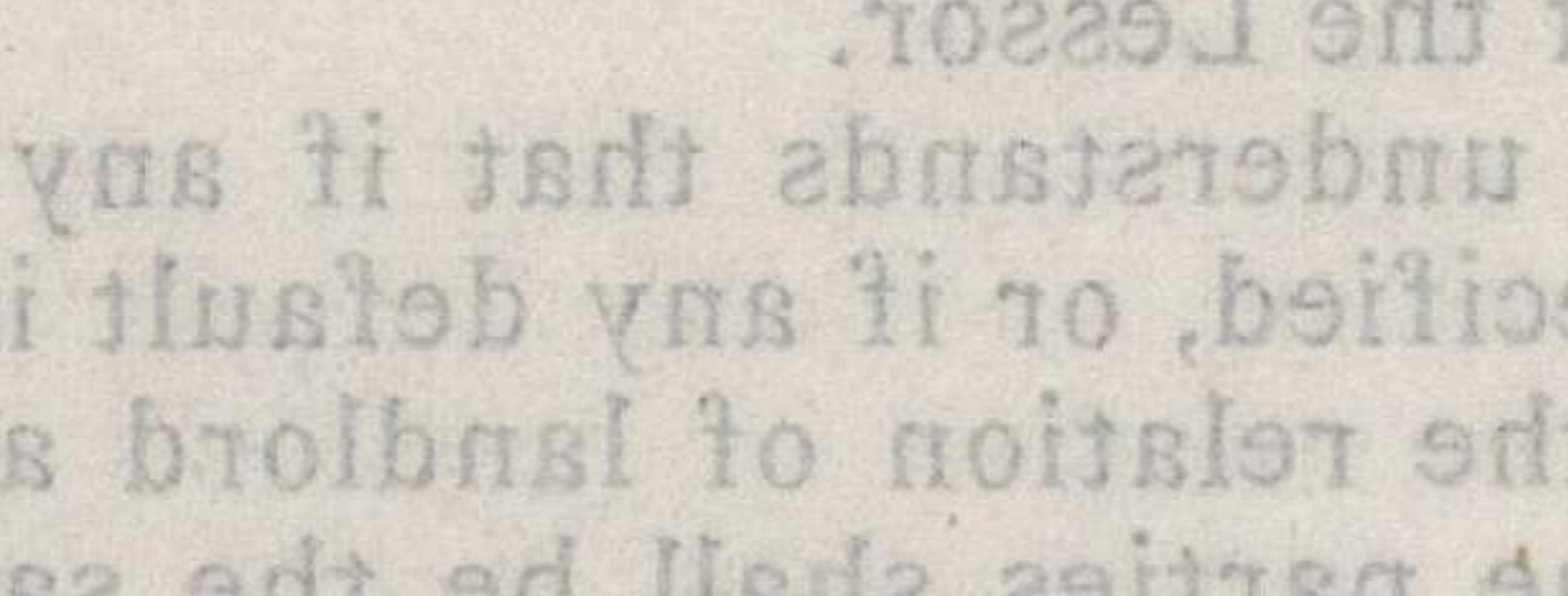
TO

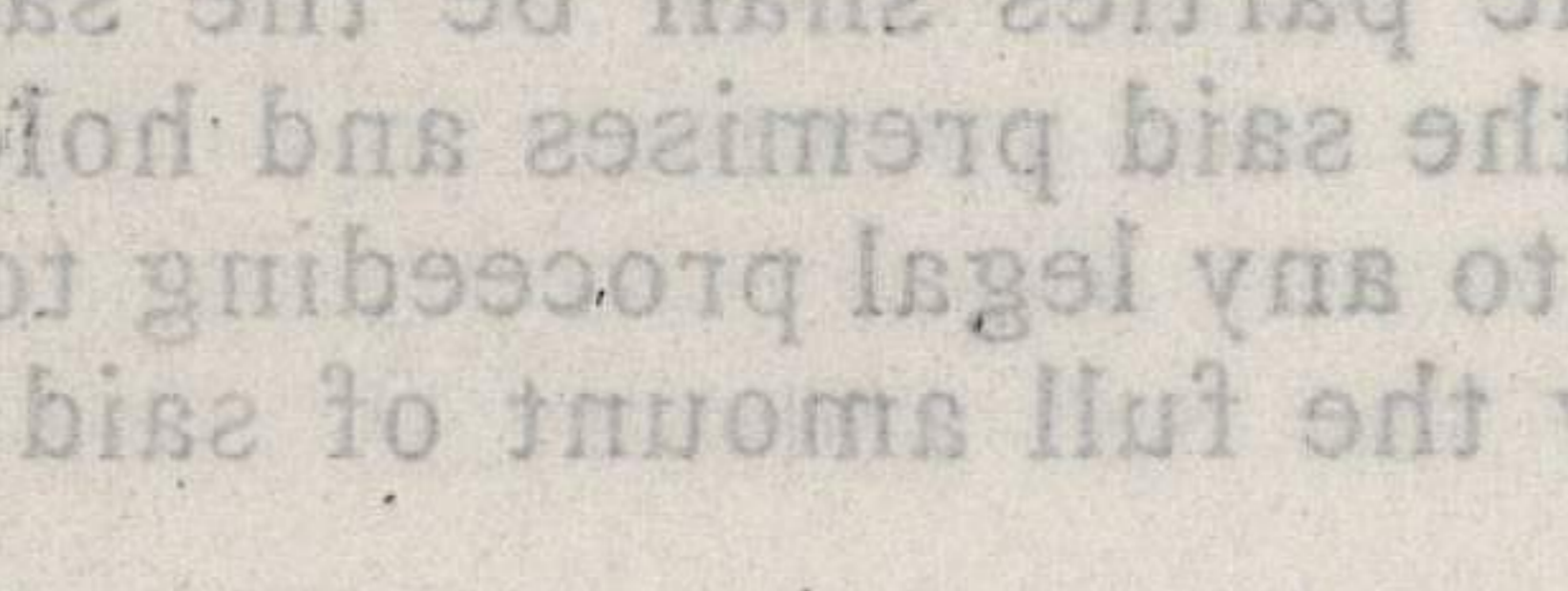
Dr. F. C. Allen,
Director of Physical Education,
University of Kansas,
Lawrence, Kansas.

Lessee.

RENTAL

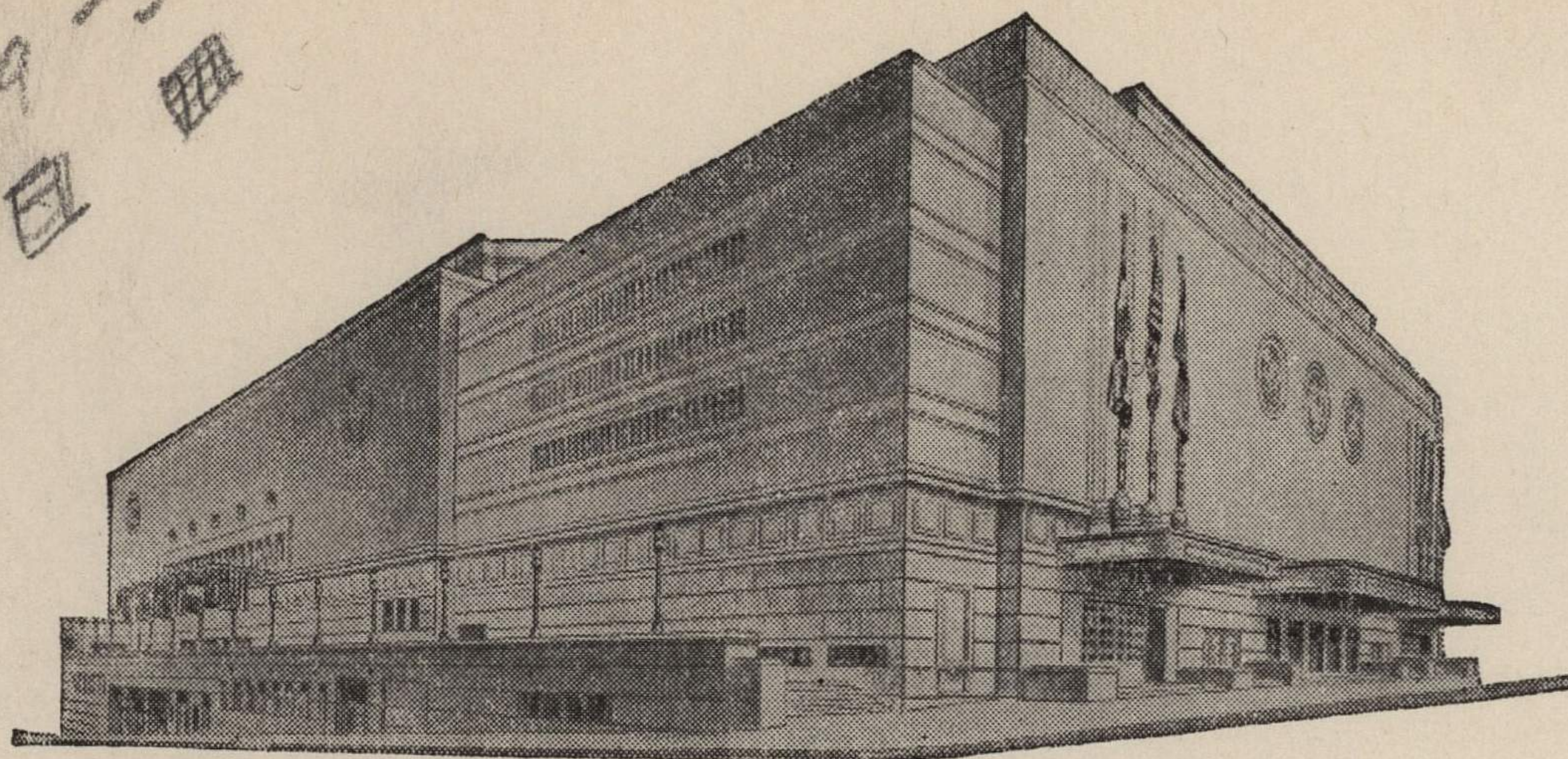
THE ALBION PRESS, K. C., MO.

By  Municipal Auditorium Director.

By  Party of the Second Part.

ADVISORY BOARD
JOHN C. GROVER
Chairman
FRED M. LEE
Vice-Chairman
H. E. BONING, JR.
Secretary
BARNEY L. ALLIS
HARRY M. GAMBREL
R. CROSBY KEMPER
DORMAN H. O'LEARY
HARRY H. WELSH, JR.
MARTHA FRANKLIN

28-29-30
[initials]



MAIN ARENA
12,000 seating capacity
MUSIC HALL
2,572 seating capacity
LITTLE THEATRE
600 seating capacity
COMMITTEE ROOMS (19)
seating capacities 25 to 75

MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

LOUIS G. LOWER, Director
C. B. HOFF, Ass't Director — JAS. H. NIXON, Treasurer

December 13, 1943.

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

Dear Phog:

I have not had an opportunity to check up on all of the high school collections, but from the receipts that have come in so far, I believe that we will run ~~well~~ over \$750.00

As soon as the few remaining collections are checked in, I will send you the statement along with the check.

Sincerely yours,

Clyde M. Baker
Clyde M. Baker,
Box Office Supervisor.

CMB:EH



December 16, 1943.

Mr. Clarence Hoff,
Manager, Municipal Auditorium,
Kansas City, Mo.

Dear Mr. Hoff:

Confirming our phone conversation regarding arrangements, I agree with you in principal that your suggestion is fair and should be taken into consideration. I will talk with you regarding the February 5th date that we still have tentatively scheduled when I am next in Kansas City.

It will be a year until we play Rockhurst again and we can discuss that matter later. We certainly don't want to make all the money and have you lose money.

With all good wishes, I am

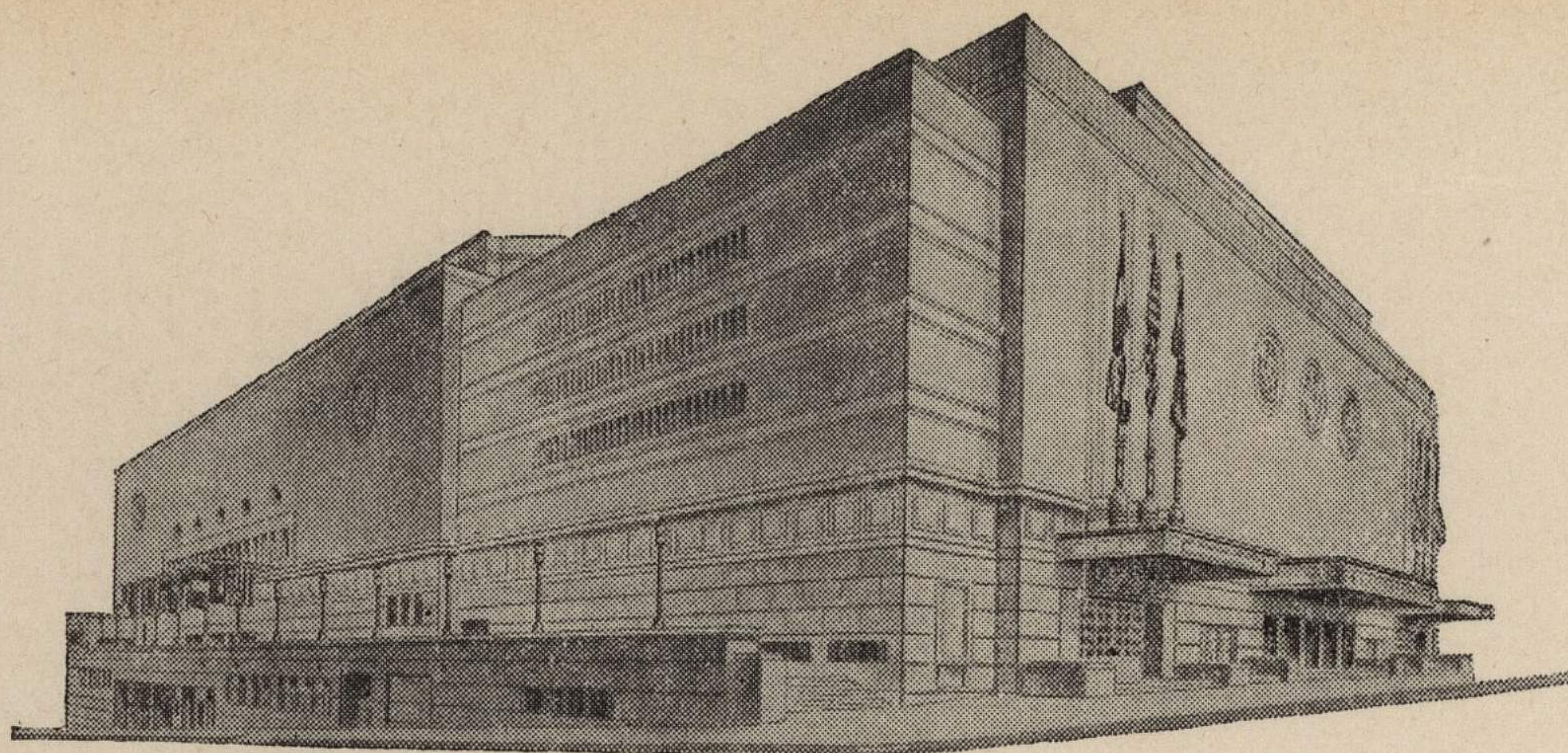
Sincerely yours,

Director of Physical Education,
Varsity Basketball Coach.

FCA:AH

ADVISORY BOARD

FRED G. BUFFE
Chairman
JOHN C. GROVER
Vice-Chairman
H. E. BONING, JR.
Secretary
BARNEY L. ALLIS
HARRY M. GAMBREL
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MAIN ARENA
12,000 seating capacity
MUSIC HALL
2,572 seating capacity
LITTLE THEATRE
600 seating capacity
EXHIBITION HALL
120,000 square feet
COMMITTEE ROOMS (23)
seating capacities 25 to 500

MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

LOUIS G. LOWER, Director
C. B. HOFF, Ass't Director

December 15, 1943.

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

Dear Phog:

I believe that we had three very successful basketball games in the Arena last Saturday evening and had a very nice attendance by invitating the various high school youngsters to attend these games.

The receipts for the evening ran a little over \$750.00 gross and the Auditorium received \$153.29 as our portion for the rent. Against this rental, we had to pay for the tickets, \$23.70; ushers, \$25.00 and over-time service of our help to clean up after the game, \$108.00 or a total of \$156.70, before any of the regular expense of operations of the building was considered. I have no regrets, whatever, regarding this, but I would like to suggest that we use someother percentage figures in planning the future rental of the building. On most events of the amateur type, we charge \$250.00 guarantee, plus a percentage of receipts. I would like to suggest that hereafter we do not set a guarantee on the rent but rather that the Auditorium receive fifty percent of the first \$500.00 of the box office receipts and ten percent of all receipts above this figure. In other words, we would be more assured of getting the rental on the Arena which is in line with our standard rate, and on any large events in which the box office "take" was over \$2,000.00, you and the other schools participating would receive a full ninety percent instead of 80% on the present basis.

If you will recall, you mentioned that you were not here to make money, and we are not trying to receive more than our fair rental, so I believe that you will agree with me that the suggestion above is reasonable in every respect and I would like to use this rate on all future games held in the Arena.

Yours sincerely,
Clarence
Clarence B. Hoff,
Director.



December 7, 1943.

Mr. Herschell C. Weiss,
Booking Clerk,
Municipal Auditorium,
Kansas City, Mo.

Dear Mr. Weiss:

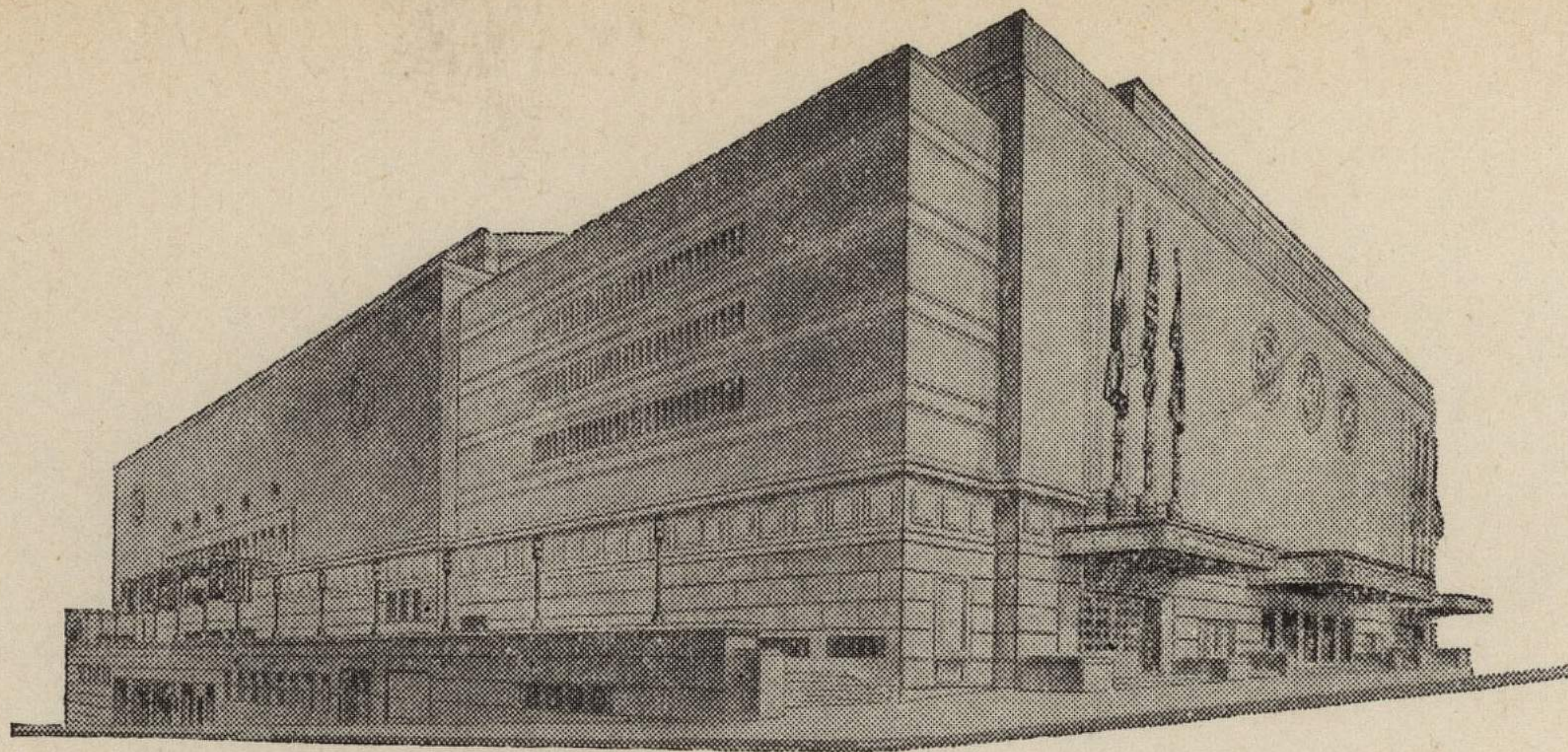
I am enclosing herewith the signed copy of the
contract for our basketball game in the Auditorium
on Saturday, December 11th.

Sincerely yours,

Director of Physical Education,
Varsity Basketball Coach.

FCA:AH
Enc.

ADVISORY BOARD
FRED G. BUFFE
Chairman
JOHN C. GROVER
Vice-Chairman
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MAIN ARENA
12,000 seating capacity
MUSIC HALL
2,572 seating capacity
LITTLE THEATRE
600 seating capacity
EXHIBITION HALL
120,000 square feet
COMMITTEE ROOMS (23)
seating capacities 25 to 500

MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

LOUIS G. LOWER, Director
C. B. HOFF, Ass't Director

November 23, 1943

Dr. F. C. Allen,
Director of Athletics,
University of Kansas,
Lawrence, Kansas.

Dear Dr. Allen:

Enclosed are the contracts for the rental of the Arena Saturday December 11, 1943, for your basketball game, K. U. vs Rockhurst.

Please sign the contracts and return the original copy to this office at your earliest convenience.

If we can be of any further assistance, please advise.

Sincerely yours,

Herschell C. Weiss
Herschell C. Weiss,
Booking Clerk.



December 8, 1943.

Mr. Clyde M. Baker,
Box Office Supervisor,
Municipal Auditorium,
Kansas City, Mo.

Dear "Bake":

Harry Morrow, sports editor of the Lawrence Journal World, just called and would like four press tickets or passes to the game for Saturday night. He is a very splendid gentleman and a fine friend of the University. He will report the game. If you want to give seats on the floor I am sure it would be perfectly satisfactory.

You handle it the way you think best. Just mail them to Harry E. Morrow, Sports Editor, Lawrence Journal World, Lawrence, Kansas, so that he will get them before Saturday. I assure you I will appreciate the same.

I appreciate the fine work that you are doing and I am hoping that we will have a nice crowd. I will get in touch with Paul and we will fix things up in good shape.

Don't you think it is a good idea to run another ad, even though it takes a little money out of our pocket? It brings a little more in because newspaper boys appreciate somebody who appreciates their angle.

We will see you some time early Saturday afternoon. We are stopping at the Robert E. Lee and it will be very close to the hall so it will be convenient to say hello to you early Saturday afternoon.

With all good wishes, I am

Sincerely yours,

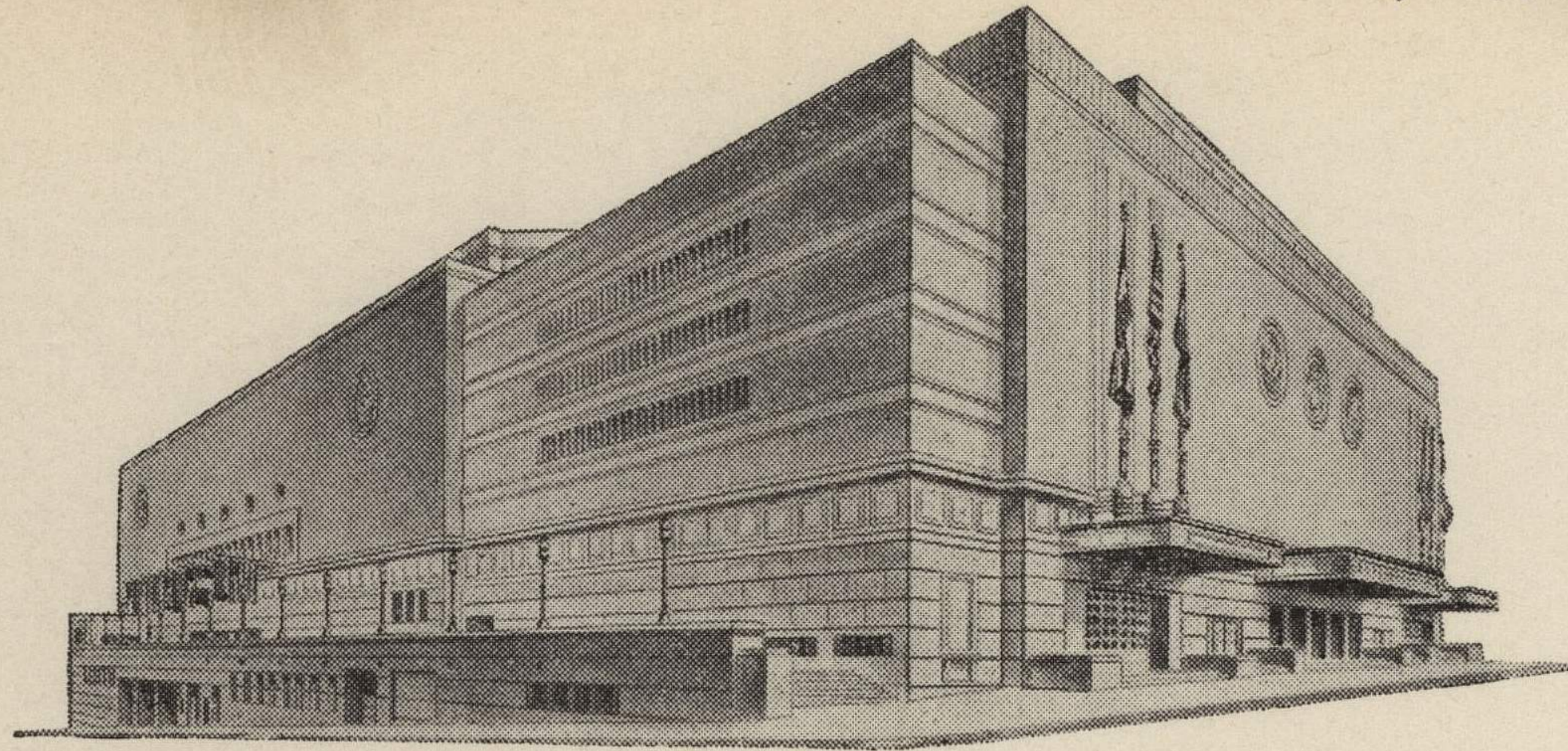
Director of Physical Education,
Varsity Basketball Coach.

FCA:AH

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120,000 square feet
COMMITTEE ROOMS (23)
seating capacities 25 to 500

MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

December 7 1943.

Dr. Forest C. Allen
University of Kansas
Lawrence Kansas

Dear Phog:

As per your request, I have contacted the Coaches of the various High Schools in the City regarding the ticket sale for the basketball game this coming Saturday.

No doubt you have seen the ad that was run in the Sunday Star and I hope that it meets your approval.

I have sent tickets to Earl and if you should need any passes, before you arrive you are welcome to use some of those tickets, tell Earl to just let me know the amount used.

Your letter just arrived, and will be more than glad to take care of names you mention as they are all fine fellows and good friends of mine. If there is anything else I can do, please don't hesitate to call upon me. With best regards, I remain

Sincerely yours

Clyde M. Baker
Clyde M. Baker
Box Office Supervisor.

CMB:eh



THE UNIVERSITY OF KANSAS

Lawrence

December 6, 1943

Messrs: Mel Bishop
Tom Dorney
Harold Reade
Father Lubke
Lew Lane
Clyde Baker
Reaves Peters

Gentlemen:

Lew Lane has asked me to handle the arrangements for the Kansas-Rockhurst game in Municipal Auditorium on Saturday night, December 11. This is the arrangement we have made with the high schools. Shawnee-Mission and Rockhurst High will play at 7 o'clock, and Ward High and Southwest will play at 8 o'clock. We had hoped that the high schools could cut their time-outs to one minute, reduce the time between quarters to one minute, and cut the half down as much as the coaches think it is safe and desirable.

It is necessary that the second game start at 8 o'clock, and to do that we are going to have to watch the time and ask the two officials to ascertain from the timer 20 seconds before the time is actually up so the referee can blow the whistle when the ball is in play at exactly the agreed upon time to start as a time-out. Much time is wasted even in the administration of the game. If the officials will not take so much time in lining up the free throwers on the line that will help. What I mean is for the official to place his back to the free thrower and then face these two lines and get the fellows in place. I think that is overdone and delays the game markedly. The fellows by now ought to know where to take their places, so why can't the official let the game go and only correct what few lapses that might occur.

The ticket sale arrangement for all the high schools is this: the representative of the high school is to get tickets from Mr. Clyde Baker of the Municipal Auditorium. These are to be sold to high school students for 25¢ and the high school selling them is to keep half of the amount of money as their own and the other half is to be turned in to Mr. Baker at the Auditorium.

I talked to Mr. Reaves Peters, Commissioner of the Big Six Conference, on Saturday and he stated that he would work with the high school coaches and get the two officials to work both games for \$10.00 for the two games. He will also contact Mr. Lew Lane, coach of Rockhurst, and get two college officials to work the college game for \$10.00. The game between the University and Rockhurst College will start at 9:15, so it will take teamwork from all concerned to get it going. We will ask if Mr. Reaves Peters will use his good offices to see that the games are speeded up and kept moving, and especially started on time. Can we not have it agreed upon that if a team comes late for the game and does not start on time, especially the first game, that there shall be no extension of time, but the game shall be cut by quarters proportionately. Of course this would not affect the second game if the first team erred. The teams erring in regard to delay should have that time taken off their playing time, because 9:15 is late enough to start the final game, and the two teams - Rockhurst and Kansas - should have 15 minutes preliminary warming up before the start of the game.

The high schools will use their own officials and timers, or at least make arrangements with Mr. Peters.

Father Lutz, of the Ward High School, will have his band there to play. If any of the other high school bands desire to attend the game and play we will be very happy to have them. If such is the case, I would be very happy for the coaches of the high schools to call me at my expense and give me the information so that we can make arrangements with the hall to entertain any of the bands of Rækhurst, Shawnee-Mission or Southwest.

It will be up to Chaches Lane and Allen to make arrangements for the timer and scorer for our game. If Commissioner Reaves Peters knows of some adept fellow who would like to serve as timer or scorer without a fee we would be very happy to have him.

With all good wishes, I am

Sincerely yours,

Director of Physical Education,
Varsity Basketball Coach.

FCA:AH

December 6, 1943.

[Faint, illegible text, likely bleed-through from the reverse side of the page]

Mr. Henry Werner,
Men's Adviser,
University of Kansas.

Dear Dean Werner:

I am submitting your letter to our Rotary Board of
Directors and am asking for some definite action. I saw
II.

Dear "Bake":

I talked to Lew Lane Saturday and they want 30 passes for Rockhurst College. Fix them up, will you, please, Bake? I also told the small group of Kansas City, Kansas coaches assembled over at Wyandotte gym Saturday that we would have Reaves Peters get passes for them for the game Saturday night. Will you please fix Reaves Peters up with the number of passes that he wants for his high school coaches?

I also told Dr. Peete to stop at the hall and get the number of tickets that he would want for his family and some internes. Please honor that request. I wish you would also call Lacy Haynes, Maurice L. Breidenthal, Sr., and Tom Van Cleave, Sr., and take care of them in box seats, if you will. Ask what number they want.

We will come in Saturday about noon and I will see you Saturday afternoon. One other thing, Bake, will you run another ad sometime during the week when you or the boys on the Star think it is best - about the same size ad you ran Sunday. That will not only help our publicity but the boys on the desk will naturally give us a little more space when we are appreciative of their fine publicity. I am getting some pictures to the Star at the earliest possible time.

UNIVERSITY OF KANSAS
LAWRENCE

DEPARTMENT OF PHYSICAL EDUCATION

November 22, 1943.

Mr. Mel Bishop, Coach,
Southwest High School,
Kansas City, Mo.

Dear Mel:

Last Saturday Tom Dorney and Father Lutz were in to see me, and told me that they have arranged a game between your team and Ward High School as a preliminary to our game with Rockhurst in Municipal Auditorium on December 11th.

I was very happy to know of this arrangement, and I believe we will have a good crowd to see our games.

Sincerely yours,

Forrest C. Allen

Director of Physical Education,
Varsity Basketball Coach.

FCA:AH

11-25-43

Dear Phoj: Tom Dorney & I had formerly scheduled a game Dec. 14th & I had arranged for two K.C. officials to referee. Could these same officials work our game Dec 11th? If you have made arrangements for two officials to work both games let me know at once as think it will be O.K. with them. *For*

Officials I have spoken to are Larry McKeever
Manual, & Bob Armour Paced.

Have any financial arrangements been
made?

I am sure these games will
be well attended.

Sincerely,
Mel Bishop.

Southwest High School
Kansas City, Mo.

Dear Sir:

Last Saturday Tom Torney and father were in to see me, and told me that they have arranged a game between your team and Ward High School as a preliminary to our game with Rootstown in local Auditorium on December 15th.

I was very happy to hear of this arrangement, and I believe we will have a good crowd to see our game.

Sincerely yours,

Frank C. Allen

Director of Physical Education,
Varsity Basketball Coach.

TC-AH

11-25-40

Dear Mr. Bishop,
I have your letter of 11/24/40 and have arranged for the game
between your team and Ward High School as a preliminary to our
game with Rootstown in local Auditorium on December 15th. I was
very happy to hear of this arrangement and I believe we will have
a good crowd to see our game.

ROCKHURST COLLEGE
ROCKHURST ROAD AND TROOST AVENUE
KANSAS CITY, MISSOURI

DEPARTMENT OF ATHLETICS

November 22, 1943

Dr. Forrest C. Allen, Basketball Coach
Kansas University
Lawrence, Kansas

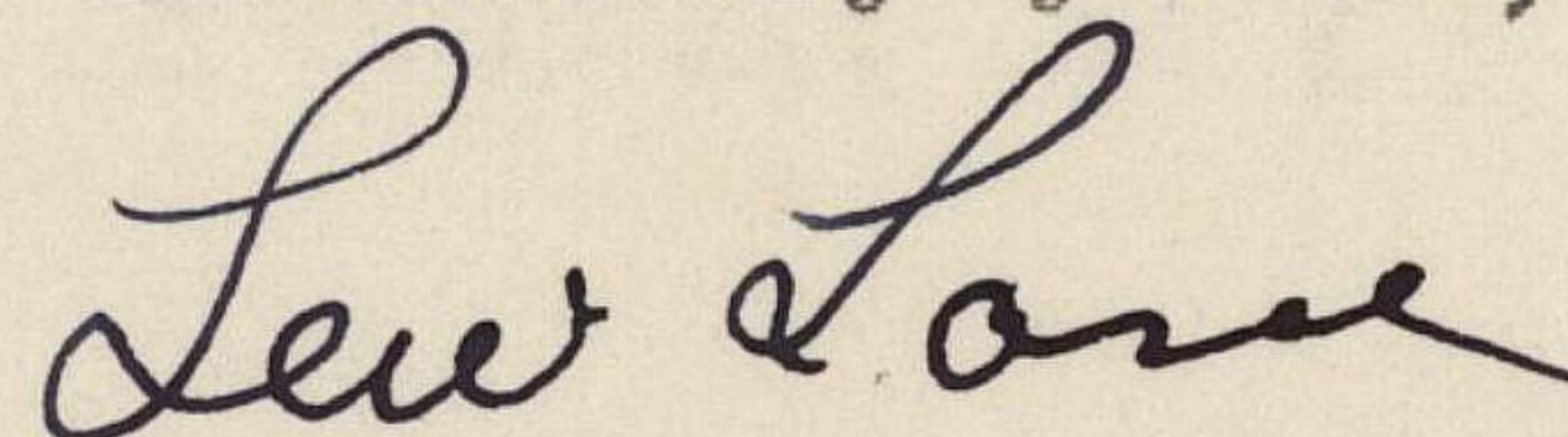
Dear Dr. Allen;

It seems our letters crossed about a week ago. I think the preliminary game I suggested, namely between Rockhurst High School and Shawnee Mission would be a good go and as soon as I hear from you, we will close that deal.

I will start our publicity angle some time this week and will try to get the Star to come out and take some pictures.

Congratulations to all the Staff up there on their win over Missouri.

Sincerely yours,



Lew Lane, Athletic Director

ROCKHURST COLLEGE
ROCKHURST ROAD AND TROOST AVENUE
KANSAS CITY, MISSOURI

November 30, 1943

DEPARTMENT OF ATHLETICS

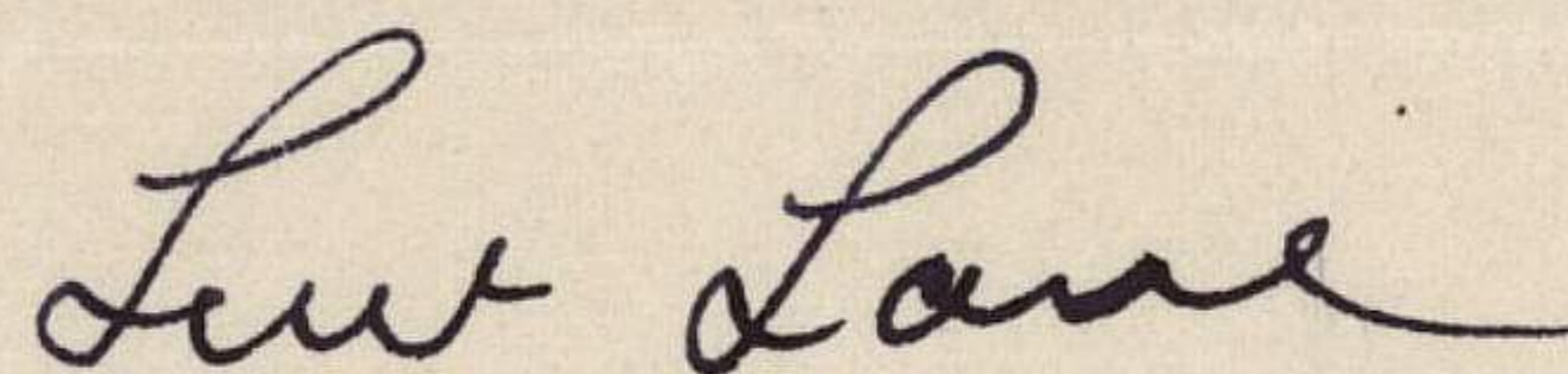
Dr. Forrest C. Allen
Kansas University
Lawerence, Kansas

Dear Dr. Allen,

I am wondering whether you have concluded all negotiations for the preliminary game here when K.U. meets Rockhurst College in Kansas City. The Athletic Department at Rockhurst ^{High School} rather anticipated being asked to play that preliminary. It seems that they have scheduled a game with Shawnee Mission on that night and will go ahead and play it any way and I believe it will hurt our crowd some as of course there is a follow^wing of the Rockhurst crowd in the High School that would attend our College game if the High School were not playing elsewhere.

However if your arrangements have gone too far with the other teams, just forget about it.

Sincerely yours,



Lew Lane

November 22, 1943.

Mr. Mel Bishop, Coach,
Southwest High School,
Kansas City, Mo.

Dear Mel:

Last Saturday Tom Dorney and Father Lutz were in to see me, and told me that they have arranged a game between your team and Ward High School as a preliminary to our game with Rockhurst in Municipal Auditorium on December 11th.

I was very happy to know of this arrangement, and I believe we will have a good crowd to see our games.

Sincerely yours,

Director of Physical Education,
Varsity Basketball Coach.

FOA:AH

cc -
Lew Lane

November 18, 1943.

Father Leo T. Lutz,
Director of the Band,
Ward High School,
Kansas City, Kansas.

Dear Father Lutz:

I have been talking to Mr. Tom Dorney about his basketball team playing a game preliminary to our game in Municipal Auditorium with Rockhurst on December 11.

We would greatly enjoy having your band plan for us on this occasion. I know you have a very fine organization, and it would add a lot of color and enthusiasm if you could play for us.

Will you kindly let me know if you can be with us?

Very sincerely yours,

Director of Physical Education,
Varsity Basketball Coach.

PCA:AH

November 10, 1943.

*Father Leo T. Lutz
Dir - Ward Hi Band*

Mr. Lew Lane,
Athletic Director,
Rockhurst College,
Kansas City, Mo.

Dear Lew:

I will get in touch with you in regard to any publicity that we will want to use for our game in Kansas City on December 11. I am going ahead with the arrangements and have already had them order tickets, and just as soon as the Thanksgiving flare is over we will begin to use heavy pressure on publicity.

I would appreciate it if you would get some of your best boys out and doll them up in your regular Rockhurst uniforms and have pictures taken so that you can run them early enough before the game.

I am wondering what you think about Rockhurst High playing Ward High, or do you have a better suggestion? I think it would be well if we could get Ward from across the line to play some team in Kansas City. Whom do you think would draw the best crowd? We want to look at the gate angle.

Sincerely yours,

FCA:AH

Director of Physical Education,
Varsity Basketball Coach.

ROCKHURST COLLEGE
ROCKHURST ROAD AND TROOST AVENUE
KANSAS CITY, MISSOURI

DEPARTMENT OF ATHLETICS

Oct. 25, 1943

Dr. Forrest C. Allen, Basketball Coach
Kansas University
Lawerence, Kansas

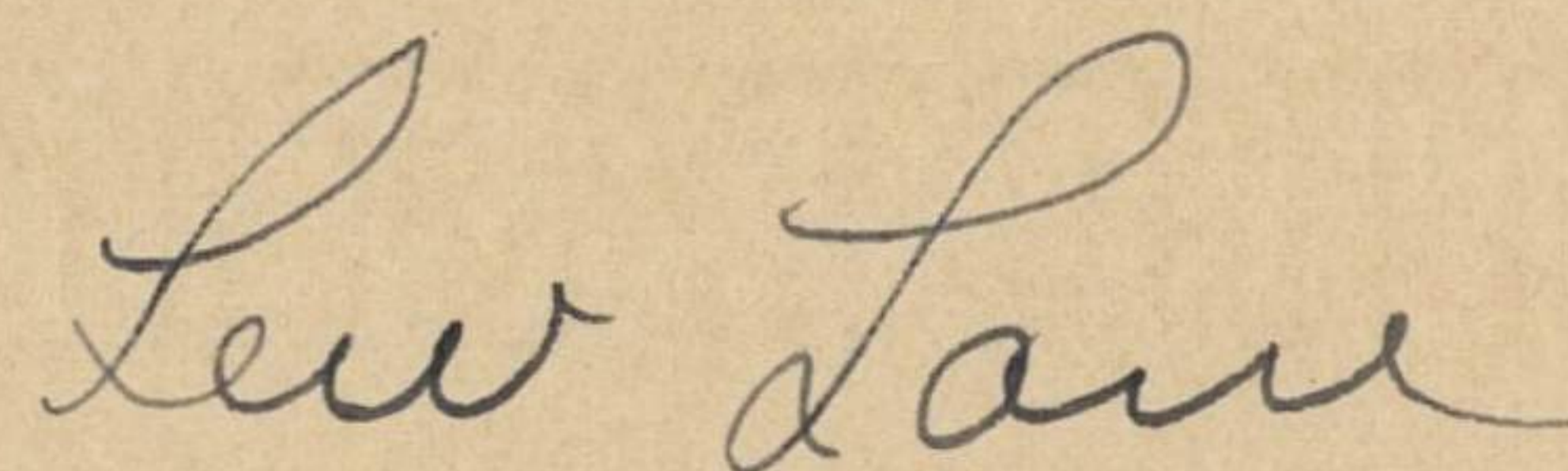
Dear Dr. Allen,

The date you mentioned to play in Kansas City, December, 11th, is O.K. and December 13th, at Lawerence, is also satisfactory.

These dates are close together but it seems that this is the best we can do under the conditions you stated.

You did not mention whether you wanted me to do anything in regard to arrangements here in K.C. I will be glad to do anything but will assume that they are taken care of unless I hear from you.

Sincerely yours,



Lew Lane, Athletic Director

November 10, 1943.

Mr. Tom Dorney,
Basketball Coach,
Ward High School,
Kansas City, Mo.

Dear Tom:

We are going to play Rockhurst in Kansas City's Municipal Auditorium on December 11. Would your team like to play some opponent in Kansas City? Would you want Rockhurst High? If so, I think we can get together.

And this time, Tom, we will see that you get the money when you sell tickets for your high school game so you won't have to face the unfortunate financial distress that you did last year.

We always appreciate your fine cooperation.

Very sincerely yours,

FCA:AH

Director of Physical Education,
Varsity Basketball Coach.

October 21, 1943.

Mr. Lew Lane,
Athletic Director,
Rockhurst College,
Kansas City, Mo.

Dear Lew:

I have just received a letter from Clarence Hoff stating that the Boy Scouts have taken both dates, December 3 and 4, but we have asked that the 11th be held for us. Therefore, if agreeable to you we will play you in Kansas City on the 11th, and in Lawrence on the 13th.

I recognize the fact that these dates are very close together but we had already scheduled a game with Marty Peters of the U. S. Naval Air Station, here on the 15th and our Christmas vacation starts on the 18th. So it would not be possible to get you in here before the Christmas vacation.

The reason why I thought it best for us to play in Kansas City first is that we could draw a much better crowd with your alumni and ours if we had not met previously. So while these are close together, I believe it is best we can do under the conditions, don't you think?

Our games here start at 7:30 p.m.

Sincerely yours,

FCA:AH

Director of Physical Education,
Varsity Basketball Coach.

ROCKHURST COLLEGE
ROCKHURST ROAD AND TROOST AVENUE
KANSAS CITY, MISSOURI

DEPARTMENT OF ATHLETICS

October 19, 1943

Dr. Forrest C. Allen
Varsity Basketball Coach, Kansas University
Lawrence, Kansas

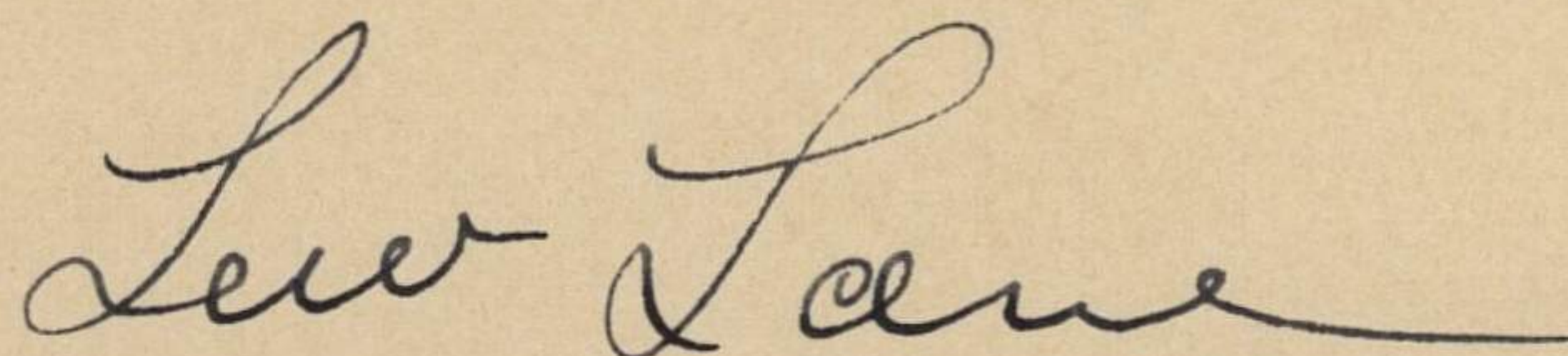
Dear Dr. Allen,

The dates you suggested for two Basketball games are
O.K..

We will play December 4th in Kansas City and December
13th at Lawrence.

If there is anything that you would like for me to do
in helping with the arrangements here, please let me know.

Cordially yours,



Lew Lane, Athletic Director

October 15, 1943.

Mr. Lew Lane, Athletic Director,
Rockhurst College,
Kansas City, Missouri.

Dear Lew:

I would suggest that we play in Kansas City on December 4. I believe that there is a conference meeting of officials along about that time, and I think we would get a better crowd than at any other time. If this is agreeable to you, let's count on that date.

Now, regarding the other date here in Lawrence, I see that the Kansas Aggies have decided to play basketball which will necessitate a re-arranging of our schedule during the conference season, but we might be able to play you here in Lawrence during December. I see no reason why we shouldn't get these games out of the way, and use them as much as possible for practice periods.

I think it would be a good plan, if you possibly can, to come to Lawrence nine days later and play here on December 13th. It would give us a good practice game before the Christmas holidays. What do you say?

We will, of course, pay your expenses, but we will decide on a definite amount. I do not look for much of a crowd here, but each of us will make our velvet on the Kansas City game.

Let me hear from you at your early convenience.

Cordially yours,

Director of Physical Education,
Varsity Basketball Coach.

FCA:AH

cc - Clarence Hoff.

ROCKHURST COLLEGE
ROCKHURST ROAD AND TROOST AVENUE
KANSAS CITY, MISSOURI

DEPARTMENT OF ATHLETICS

October 11, 1943

Dr. F.C.Allen, Athletic Director
Kansas University
Lawerence, Kansas

Dear Dr. Allen;

Mr. Clarence Hoff called me a short time ago and asked if we would be interested in playing Kansas University a game of basketball in the Municipal Auditorium. I told him we would be glad to play. Since then, I received your letter, suggesting two games, one in Kansas City and one in Lawerence.

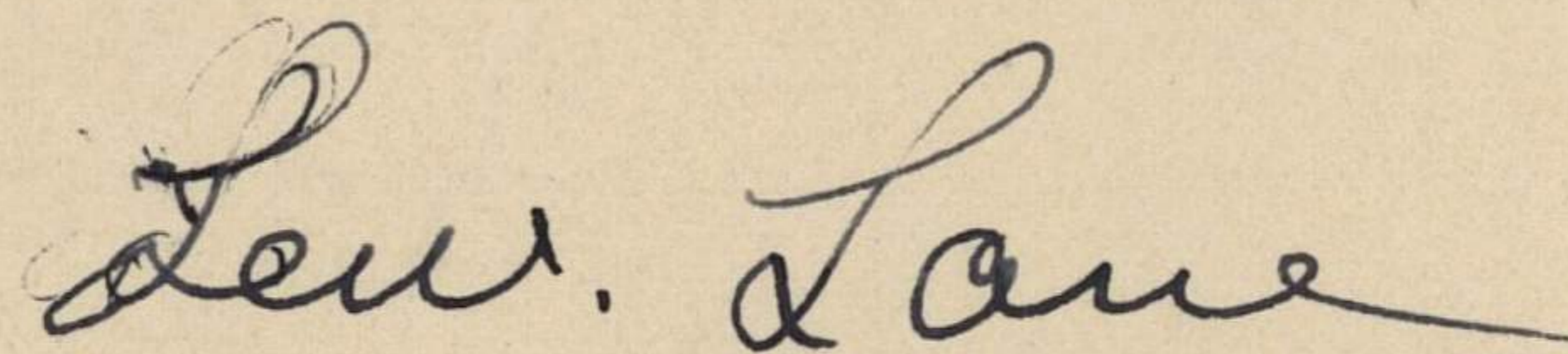
We will be glad to play these two games. Mr. Hoff mentioned that the game at the Auditorium would be some time in December. Would suggest that you set the dates both here and at Lawerence and I will wait until I hear from you before making any dates with other teams.

You took care of the financial arrangements in Kansas City last year and the same type of arrangement will be very satisfactory with us this year. Regarding the game at K.U. whatever you do in a financial way with other teams, will be satisfactory with us.

If there is anything we can do to be of service down here in making arrangements, we will be glad to do it. I would appreciate it if you could send me a date for the game in Lawerence as soon as possible, so that I can go ahead with my schedule.

We are going to be very young, since we are not allowed to use our Army Cadets and all the older college boys are in the service, but hope we can put up a little competition.

Very Sincerely yours,



Lew Lane, Athletic Director