

The gulf coast region is very flat, the rainfall is heavy and drainage is very poor. For this reason, open ditches will carry away excess rainfall much more rapidly than tile and should be installed along the sides of each fairway. Smaller ditches in which the carpet-grass will grow, should cross the fairways at frequent intervals. Be sure they are shallow enough so a golf ball will not be stopped by them, and locate them intelligently with reference to the shot areas of the players.

Shallow Traps Best

Traps should never be deep because of the excess rainfall. There are two rea-

sons for this: the heavy rains will wash the sand from the slopes and cause no end of maintenance to keep in shape; and the drainage is so poor that water will stand in a deep trap for days after a rain.

Whether or not a grass will ever be developed that can be used on southern greens the year around I do not know, but if it ever is developed, the work of the southern greenskeeper will be very much lightened.

I hope some variety of bent is developed that will withstand the scorching sun of summer and the frosts which are sometimes most severe, of winter.

When the Golf Club Capitalizes Its Name

By WALDON FAWCETT

EVEN though the directorate of a golf club be positively squeamish as to anything that smacks of commercialism, yet has the time come when consideration must be given to the question of capitalizing the club name. Even if a club has no compulsion, in these days of mounting overhead, to demand dividends of all its resources, there remains the force of example, or club custom. Golf organizations in all parts of the country have put forward "club specials" in soft drinks and "club brands" of cigarettes, even as there are club favorites among the dishes on the menu. And the idea is catching.

There is no question but what capitalization of the club name is capable of contributing to the club revenue. There is, perhaps, room for debate on the score of effect upon club prestige, though one school of opinion holds that it adds rather than detracts from club reputation to license the use of its name, say, on a service garage. Whatever the conclusion on this count, there is the obvious enhancement to club income from the profits on the sale of private brand merchandise. This is true in proportion whether the private branding be applicable to all-the-year staples in the entire gamut from ginger ale to golf balls, or whether it be restricted to annual specials as, for instance, Christmas boxes of candy.

Study Obligations

However welcome the income that "own label" specialties bring to the golf club, it

is necessary to face the fact that club name capitalization brings its responsibilities as well as its rewards. Club management is warranted in making a study of the obligations as well as the recompense before undertaking to put the club name to work as a sponsor or salesman. Foresight is particularly desirable in order that nothing in the actual operations of private branding or club branding shall ever reflect upon the fair fame of the club. There are a few unfortunate clubs in the United States where the ejaculation, "Oh, those club cigarettes!" carries a world of scorn and reproach. Club stewards and hostesses and club officers are repenting at leisure the haste of contracts made without realization of the pitfalls of private branding when not safeguarded by proper specifications and guaranties.

Solicitude for club reputation is calculated to cause an organization, once it has decided upon name capitalization, to approach gingerly the question of whether the club shall do its own capitalizing or shall have it done by proxy under its auspices. That is to say, there is a question of policy involved that is basic and fundamental. Shall the club undertake the application and administration of its house mark or club brand by contracting for the manufacture or packing of goods under the club caption? Or, as the alternative, shall the club farm out the privilege to a lessee or concessionaire who will take over the whole operation of the plan but will, of course, pay the club for the privi-

lege, either on a royalty or commission basis, or by an annual fee?

Reserve Censorship

Examination shows advantages and disadvantages to both plans. An argument frequently heard is that the club makes more when it conducts its own merchandising venture under its institutional name. But, set over against this, are the historic examples of the losses that befell certain clubs which have kept the branding in their own hands but in the beginning ordered injudiciously. Then, again, one school of club opinion shrinks from the idea of entrusting a stainless club name to an outside commercial interest. Yet, here also, there may be found exceptions to prove the rule, when clubs have been wise enough to reserve the right of rigid censorship over the wares sold under the club name.

According to expert opinion, the decision of which policy shall be pursued by the individual club may well be dictated by the circumstances of the individual case. Among the factors to be taken into account are the size of the club, with its reflex upon prospective volume of sales, and the relative isolation of the club or its proximity to what may be accounted competitive sources of supply. It has been found by actual experience that the number of house guests rooming at a club has important bearing upon the consumption of merchandise sold at the club as compared with a club which has no sleeping rooms for members or guests and where all visits are of the day-to-day variety.

Considerations of clubhouse location, club clientele, etc., will, likewise, go far to decide for an organization whether it is warranted in taking on a full line of club brands or should be content with a few club specials. For instance, the extent to which a club membership buys its golf equipment and golf supplies at the clubhouse may indicate what market opportunities are open to golf requisites bearing the club imprint.

Law on Names

Whatever be a club's ultimate intentions in club name capitalization, or even if no intentions whatever have been formulated, it is the part of wisdom for every golf club to make sure that it is in full control of its name. Some golfers have lulled themselves into a false sense of security by the belief that it is contrary to law for any firm or individual to make use of the name of a club. This is an exaggeration. Fed-

eral law prohibits trade-mark entry at Washington of any name, distinguishing mark, character, emblem, colors, flag or banner adopted by any institution, organization, club or society which was incorporated in any state prior to the date of the adoption and use by a private applicant. It will be observed though that this prohibition does not apply to unincorporated clubs. Another loophole is open to a private interest in that a club, to prevent outside appropriation of its name, must have been incorporated prior to the date of adoption and use by the private party. Then, too, it must be remembered that club names are almost invariably used only as local brands, so that a marketer (whether a club or an outsider who appropriates the club name), being engaged solely in intrastate commerce, is not much concerned over the rules that govern the certification of names for interstate commerce.

The best protection for a club name lies in the common law. If a club is capitalizing its name in any way or has made plans to exploit in this wise its standing in the community the organization is in a position to lay a charge of unfair competition against any private interest that undertakes to make use of the club name for private gain. Even though a club has made no move in merchandising on its own account, yet may it resent invasion of the club name and, with every prospect of success, appeal to appropriate courts to restrain unauthorized users of the name on the ground that their borrowing of the name is a deception upon the public. Clearly, though, the golf club that is using its own name for trade purposes is in the best position to shoo away intruders.

Easier Buying Basis

Oddly enough, the latest trend in the business world is an encouragement to the capitalization of golf club names. The rise of the practice known as short-ordering or hand-to-mouth buying in mercantile circles has simplified materially what was once the most serious problem of club branding. In days gone by, many a club, especially the small club, has been deterred from putting out club specials of any kind because manufacturers or producers demanded orders in quantity if the club imprint was to be affixed. The reason given was that unless a factory could be assured a "run" of fair proportions, the producer could not count upon gross income that would recompense him for the special ar-

rangements necessary to attach the private brand.

The new fashion of wholesale close ordering for immediate needs, which has been born of the modern passion for rapid turnover of merchandise stocks, has changed conditions to the convenience of golf clubs. The whole business community is being organized on the basis of frequent re-orders in comparatively small lots, and producing plants have had to adjust themselves to this trend. Accordingly, the golf club that is converted to the idea of club branding but, for the sake of freshness of stock or fear of frozen inventories, does not care to buy in large quantities, can be accommodated. To be sure, purchases in small quantities must usually be made at a somewhat higher price, but the loss in this direction is more than compensated by the saving on depreciation, obsolescence, etc., not to mention the consideration of storage space in a crowded clubhouse.

When a golf club desires to keep the merchandising under club name strictly in its own hands it must, presumably, contract direct with a manufacturer or producer to manufacture the goods and to affix the club name, assuming that this branding is to be done at the factory and not after arrival of the goods at the clubhouse. Formerly, the chief source of club-branded merchandise was a class of manufacturers known as "private branders to the trade," who devoted their facilities solely to the production of goods to be offered under the name and on the guaranty of the seller rather than on the honor of the maker. Latterly, additional sources of supply have become available. Since the World War the production capacity of industrial America has exceeded the consumptive capacity of the market. And so we find numerous manufacturers of nationally advertised brands who are ready to contract to do private branding for clubs on advantageous terms in order to keep their plants occupied or find an outlet for surplus products.

Specification Buying Best

In providing itself with supplies of club specials a club may contract on sample or on specification. The more conservative club executives usually prefer the latter method in the belief that it enables more effective control of the quality of the merchandise. If contracts are made on sample, more or less variation must be expected in the character of the goods when, upon expiration of a contract, the club makes new

connections or changes the source of supply. On the other hand, goods manufactured to club specifications may usually be held pretty closely to the desired standard, even though there is a switch in manufacturing allegiance, provided the specification requirements are checked up by systematic inspection.

If a golf club turns over its name to subsidiaries operated by private capital, it must be content, presumably, with the exercise of only a general and indirect influence on commodity quality. Under this plan, a private firm, in effect, leases the club name much as such a private concern might lease the cigar stand or the theater ticket bureau in the clubhouse or obtain an exclusive taxicab franchise. The holder of the concession is free to contract where he chooses for the wares that bear the club name. Unless a censorial clause has been written into the contract the club must rely upon the conscience of the concessionaire not to offer any merchandise that would offend the traditions or self-respect of the club.

Whether golf club management outfits for the distribution of house brands through its own commissary, or whether it farms out the club name to an outsider, it is important that the contract or agreement shall clearly set forth that the club name is to be returned to the custody of the club. Some unbelievable misunderstandings have resulted from failure to stipulate the extent and duration of the authority vested in proxy branders. In some instances supply houses have argued, even to the bar of justice, that clubs had conferred right of use of club names for indefinite periods, when, in reality, the intent was merely to empower the outfitter to use the club name during the term of his contract with the club and then only on merchandise to be sold at or by the club. All the considerations that weigh in the capitalization of a club name are present in like degree in the use of club seals or slogans or pictures of famous clubhouses. Trade-mark practice and the ethics of labeling accounts a picture quite as descriptive as text. Hence a club is entitled to all the "recognition value" that attaches to any expression of its identity.