

a green-fee player who accepts the privilege of playing golf upon a private golf course subject to these conditions is bound by them.

The first year this system was used at the Rip Van Winkle club, green-fee jumped 36%. Much of this increase was due to the general business improvement, but a considerable part of it was undoubtedly due to the fact that by virtue of the new system we collected almost 100% of the fees to which we were entitled, whereas the old system leaked like a sieve.

Form May Not Be Protection for Fee Courses

The form is not intended for use by public fee courses, for there is grave doubt in my mind that it would be held by the courts to protect those courses which solicit public patronage and are more or less in the nature of places of public amusement. It is intended for use by club corporations which own their own courses and operate them principally for their own members, but which permit strangers to play upon request and upon payment of the usual fee.

The legal principals which apply to the green-fee situation of private membership golf club corporations are elementary. Its golf course is its own private property. It may grant or withhold the privilege to use that property at will. If it does grant such privilege it may grant it upon any conditions it sees fit to impose. The applicant for the privilege is at liberty to refuse it upon those conditions and walk away, but if he does accept the privilege upon such conditions he is bound by them.

Under the old system a stranger came to a golf club, signed his name on an almost blank page in a book, received a tag or receipt and went out to play. What were his rights and duties and what were the rights and responsibilities of the club corporation? Certainly some legal relationship existed, but what? If the player made a nuisance of himself, what could be done about it? If he injured someone else or was himself injured by a driven ball or otherwise, what was the club's responsibility? If any one of the hundred and one things that could and did happen on golf courses and in club houses and locker houses did happen to that green-fee player, what was the answer? Only the courts could tell and their answer was certain to be expensive.

By the new system I sought to remove from the legal relationship between the

club and the green-fee player this element of uncertainty, by making such relationship a matter of definite legal contract so clearly expressed that no one could misinterpret it. No longer did the club corporation grant to a stranger an unconditional and unrestricted license to use its private property. No longer did it assume the responsibility of such an unconditional grant. Instead it said to the green-fee player, as it had a perfect legal right to say: "We will grant to you the privilege to use our private property, which you ask, but we will grant it to you only upon these definite conditions: (1) Non transferability; (2) Time limitation! (3) Subjection to our observations and inspection; (4) Subjection to our rules and regulations; (5) Immunity to us from liability for personal injury and property loss and damage; (6) Revocability by us at will. You are at perfect liberty to reject these conditions and go away, but if you do accept them, we shall hold you to them."

In other words, the situation which I have tried to cover was that of the private golf club corporation and not that of the public course. You will readily see that the situation of the former class of organization is quite different from that of the public course which solicits green-fee play and holds itself out as the operator of a place of public amusement. While it is quite possible that the agreement would be held effective in the case of a public fee course, there would be more chance that it would not than in the case of the private club.

HENRY COTTON, after four years as pro in Belgium at Waterloo GC, Brussels, began his duties at Ashridge GC, Hertfordshire, England, on January 1, which makes him eligible to play for Great Britain against the U. S. in the next Ryder cup series. At his new post, Cotton has been given a finely appointed shop and a special "coaching hut" (as the over-seas golfing magazines put it), since Cotton plans to concentrate on instruction.

Hoare in Florida—Willie Hoare, veteran pro and salesman, has moved from Chicago to Florida-de-Leon apts., 130 Fourth ave., St. Petersburg, Fla. Willie has been invalidated for two years but is putting up a grand battle to regain his health. He has a host of friends in golf and if the fellows knew how he enjoys hearing from them, they'd promote a stamp and get writing.