



## HOW GOOD CAN IT BE?

- a - Last Month, 20% of the Tournament Pros Switched to Joyce
- b - Last Year, Last Month, Today, Golfers are Buying Our Shoes Like Mad

The reason must be that our shoes are better for golf! The flat sole has exclusive advantages of lightness, comfort, and balance that help men and women play better. Can you think of *any* active sport except golf that uses shoes with heels?

So, if your members and players will feel better, look better, and play better golf in Wm. Joyce shoes you may be sure this is the kind they will buy (some place). No better rule exists in retailing than selling people what they want.

# 3

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WIRE FOR COLOR CATALOG

### BOWEN, INC.

79 Masonic Court, Pasadena 1, California

### California Supreme Court Reverses Decision on Club-Caddie Relationship

California's Supreme Court has reversed the decision of the second district Court of Appeal reported in the April, 1958, issue of *GOLFDOM* (p. 70). That decision in a tax case ruled that a caddie is an employee of the club rather than of the player for whom he is caddying and held the club liable for payment of unemployment insurance levies. In the April article a statement was made that the decision was not wholly clarifying and it was indicated that the Supreme Court might take an opposite view.

In reversing the decision of the district Court of Appeal, the Supreme Court reviewed the controversy on the subject which has been going on for several years between the California legislature and the state's tax authorities, as well as federal rulings which have freed golf clubs from the payment of such taxes. In its opinion holding that a caddie is employed by the player, the Court said in part: "The primary function of the caddie is to carry the golf player's clubs

from the beginning to the finish of the player's game. All the duties performed by the caddie while performing that function are at the sole and exclusive direction of the player. The player alone tells his caddie what he wants him to do while carrying the clubs. No one connected with the plaintiff had a right or ever attempted to interfere in any way after the game started. This placed the caddie under control of the player."

The Court added that there was "no contract of hire between plaintiffs and caddies, either express or implied. The mere fact that a person is allowed access to a course solely by sufferance of the club so that he may become a caddie, does not create an employer-employee relationship. Plaintiffs merely granted permission to persons to come to the clubs and offer their services to players. They were not hired by the clubs but merely permitted to avail themselves of the facilities provided by the clubs. They were not paid by the clubs out of club funds, but entirely by cash, either directly or indirectly by the players." (*Manchester Ave. Corp. and Virginia CC v. Stewart*, 325 P.2d 457, May 16, 1958.)