

## Aristocrat of the Fairways

For over 40 years the Tufhorse label has stood for the finest . . . the pro's and player's assurance of exceptional quality. It's the greatest name in golf bags. See the complete Tufhorse line at your Pro Shop today.

Dunlop Tire and Rubber Corp.  
Sporting Goods Division  
500 Fifth Avenue, New York 36, N. Y.

Made by **DES MOINES GLOVE**  
& Mfg. Co., Des Moines, Iowa

## Car Accident Suit Dismissed; Owner Didn't Control Vehicle

By WILLIAM JABINE

A golfer in the Kansas City area who was injured when the fork of the golf car in which he was riding collapsed, throwing him over the front of the car, brought an action against the owner of the course who rented the car to him. His suit was based on the doctrine of *res ipsa loquitor* which requires that the accident must be caused by an agency or or instrumentality within the exclusive control of the defendant, and that it must not be due to any voluntary action of the plaintiff.



The defendant's first step was to move that the plaintiff's petition be made more definite and certain. When the motion was granted, the plaintiff's amended petition stated that the accident had occurred on the first fairway within 500 yards of the spot at which the golf car had been turned over to the plaintiff. The defendant thereupon moved that the petition be dismissed as it was admitted that the car had not been in the exclusive control of the defendant, but that the plaintiff himself had control of it when the fork broke. The trial court dismissed the action and the plaintiff appealed to the Kansas City (Missouri) court of appeals.

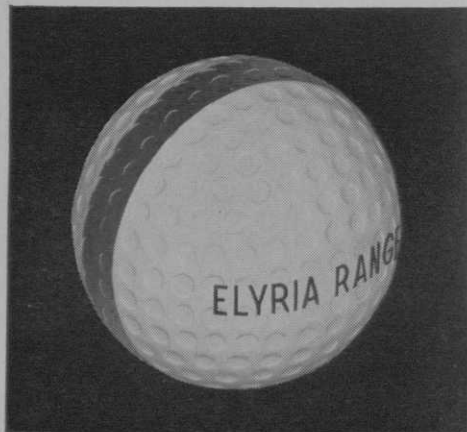
The appeals court affirmed the action of the lower court on the grounds that the requirements of the *res ipsa loquitor* doctrine had not been met because the defendant had not had exclusive control of the car up to the moment of the accident.

The Court said: "One of the necessary elements in a *res ipsa loquitor* case is that the thing causing the injury must be under the control of the defendant at the time of the injury. Therefore, if plaintiff's first amended petition does not state facts which show that defendant had control or right of control at the time the injury occurred, the doctrine of *res ipsa loquitor* will not apply.

"Here, instead of the petition demonstrating control on the part of the defendant, it showed that control was ac-

# NOW—your choice of 3 great range balls

BY WORTHINGTON



Now you can select the range ball that  
best suits the needs of your range!

## 1. New Paintless Yellow

Golden yellow color gives better night visibility. Lively, yet tough as nails! No re-painting—wash and it's bright as new.

## 2. Paintless White

Operators call it the most rugged ball ever developed. Eliminates re-painting. A choice of color stripes.

## 3. Luster-White Painted

A favorite with range operators. Lively! Extra-tough vulcanized cover with a new polyurethane finish that stays gleaming white for the life of the ball.

All *range-proven* for years—*guaranteed* never to go out of round, or explode under scorching summer sun. Imprinted with your range name in big, bold *wrap-around* letters—up to 14 letters and spaces on each side of the ball. Choice of color bands, too.

For full details call your Worthington Representative now, or write WORTHINGTON GOLF INC., ELYRIA, OHIO.

# Worthington

Premier name in  
golf ball developments since 1904.

tually in the hands of the plaintiff at the time of the occurrence. The facts alleged are that the plaintiff rented the car and drove it from the place of delivery out onto the course. The casualty occurred within 500 yards of where the plaintiff obtained the car. Plaintiff's petition is silent as to how long he was in possession of said golf car but it is clear that he was driving it at the time the fork or shaft broke.

### Defendant's Negligence Is Issue

"We quote the following from the Maybach case, supra, (359 Mo. 446, 222 S.W. 2d 90) 'An essential element of the *res ipsa loquitur* doctrine is that proof of the occurrence and attendant circumstances shall point, prima facie, to negligence on the part of the defendant. Such proof cannot, without further proof, point to the negligence of a defendant who is entirely out of control of the instrumentality at the time it causes the injury. Such proof may tend to indicate negligence on the part of some one, but further proof is necessary to definitely fix the blame on the defendant by excluding causes for which he is not responsible.'"

Too firm a reliance on the duty of the golf car's owner to maintain it properly, and no attempt to prove that the golfer who hired the car was free from negligence in operating it, resulted in the dismissal of the plaintiff's action. (Hutchins v. Southview Golf Club Inc., 343 S.W. 2d 223.)

## USGA Tournament Schedule

### June

15-17 Open, Oakland Hills CC, Birmingham, Mich., \$50,000.

29-July 1 Womens' Open, Baltusrol, Springfield, N. J.

### July

10-15 Amateur Public Links, Rackham GC, Detroit

### August

2- 5 Junior Amateur, Cornell University GC, Ithaca, N. Y.

14-18 Girls' Junior, Broadmoor GC, Seattle

21-26 Women's Amateur, Tacoma (Wash.) C&CC.

### September

1- 2 Walker Cup Matches, Seattle GC, (Men's amateur teams - Great Britain vs. United States).

11-16 Amateur, Pebble Beach Course, Del Monte (Calif.) G&CC.

### October

2- 7 Senior Amateur, Southern Hills CC, Tulsa, Okla.