

FORM CLARIFIES GUEST PRIVILEGES

CLUBS permitting public play, although primarily private membership clubs, often have a puzzling legal problem in connection with the possibility of suits arising from the play of non-members. George F. Kaufman, attorney of Kingston, N. Y., has devised a copyright form, reproduced in part on this page, that provides protection against unpleasant and costly contingencies. How the form happened to be developed and what it is designed to accomplish is told you by Kaufman:

In June, 1930, I became chairman of the green-committee of the Rip Van Winkle GC at Palenville, N. Y., and assumed full supervision of its golf course. For a time I hobbled along with a handed-down green-fee system that dated back to no one knew when. As time went on, I became convinced not only that the so-called system was deficient in many respects, but that it exposed the club corporation to a possible damage claim every time a green-fee player went on the course. I always intended to do something about it, but like most golf club officials, I was busy with my own affairs and let it go.

One day a green-fee player on a neighboring course had an eye put out by a

driven ball; within a few days thereafter we had two players similarly injured, but not so seriously, on our own course. Those accidents brought me out of my lethargy and I sat down and devised a system of my own, based upon my own experience, golf-wise and legal-wise.

In place of the old green-fee register, I substituted a golf privilege agreement by the terms of which the prospective player made written application to the club corporation for the privilege of playing golf upon its private course and such privilege was granted by the corporation to him upon a certain definite condition, one of which was (see No. 5), that the corporation should not be liable for any personal injury, property loss or damage suffered or sustained by him in any manner or from any cause whatsoever while upon the corporation's property. It is my opinion and that of every lawyer with whom I have discussed the matter, that this agreement is legally sound and that

GOLF PRIVILEGE AGREEMENT

The undersigned hereby requests of (Name of Golf Club Corporation) the privilege of playing golf upon its private golf course at (Location of Course) on the date hereafter specified, and said privilege is hereby granted by said Corporation to the undersigned, upon payment of the prescribed greens fee, and upon the following conditions and agreements to which the undersigned hereby expressly consents:

1. That such privilege shall be personal to the undersigned and shall not be transferable.
2. That the time for the exercise of such privilege shall be limited strictly to the date hereafter specified.
3. That the undersigned shall at all times while upon said golf course conspicuously display upon his golf bag or clothing the greens fee tag issued by the Corporation to him upon the granting of such privilege and shall freely permit the same to be inspected by any officer, member or employee of the Corporation at any time.
4. That the undersigned shall fully comply with all rules and regulations of the Corporation while upon its property.
5. That the Corporation shall not be liable for any personal injury, property loss or damage suffered or sustained by the undersigned in any manner or from any cause whatsoever while upon the Corporation's property.
6. That the Corporation reserves and shall have the unrestricted right to revoke and annul such privilege at any time without assigning any cause therefor, upon tendering to the undersigned the greens fee paid by him.

THE UNDERSIGNED HAS CAREFULLY READ AND FULLY UNDERSTANDS THE FOREGOING AGREEMENT AND HAS ALSO EXAMINED ALL OF THE ENTRIES WHICH APPEAR OPPOSITE HIS SIGNATURE HEREAFTER AND FOUND THE SAME TO BE IN ALL RESPECTS CORRECT.

TAG NO.	DATE	SIGNATURE AND ADDRESS OF APPLICANT	GREENS FEE PAID	RECEIVED BY

Use of this copyrighted form is said to prevent costly lawsuits should guests be injured while on club property.

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.

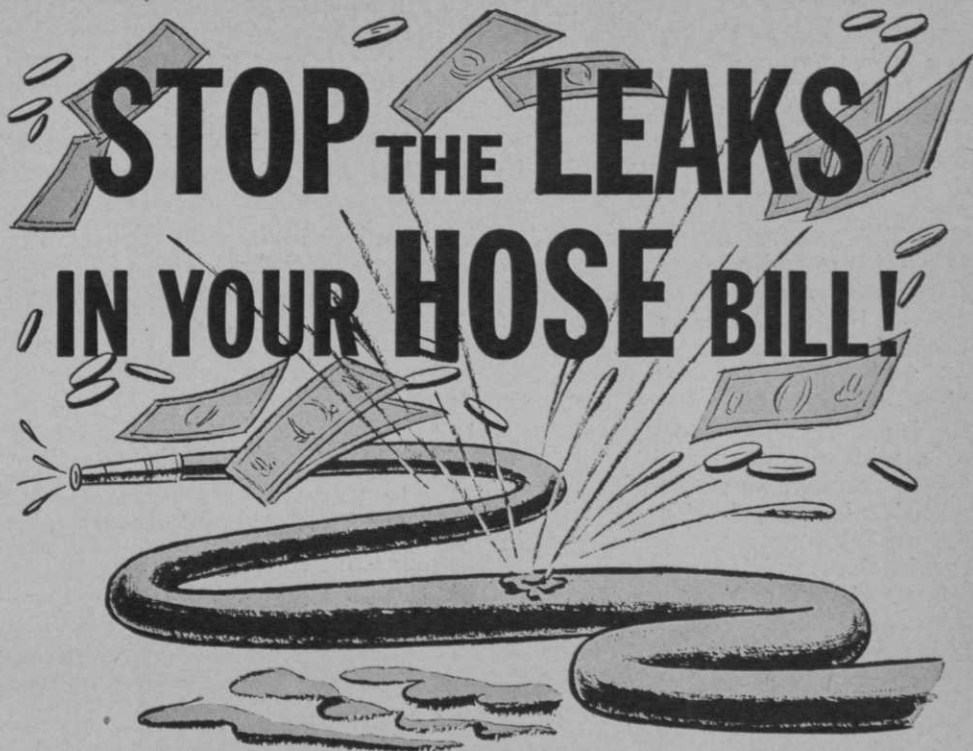
By the new system I sought to remove from the legal relationship between the

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.



STOP THE LEAKS IN YOUR HOSE BILL!

THE cheapest hose you can buy is the best hose made by Goodyear—the greatest name in rubber.

Its name is Goodyear Emerald Cord—and it will give two to three times the service you've been getting from ordinary hose.

Here is why: (1) The tough thick cover is made of a specially compounded rubber that long resists the "cooking" effect of the sun which causes ordinary hose to split and crack. (2) The

wide flat ribs afford protection against abrasion from trees, rocks, walks, etc. (3) The double carcass of Goodyear Emerald Cord is made of heavy, double-braided cotton cords*

that resist the strains of yanking, dragging and kinking.

It costs a bit more to buy—but far less to use, because of its longer service. If your supply house hasn't got Goodyear Emerald Cord Hose, write Goodyear, Akron, Ohio—or Los Angeles, California.



*LOOK FOR THIS SEAL
— the guarantee of
finest construction,
longest life.

MADE BY THE MAKERS
OF GOODYEAR TIRES



THE GREATEST NAME IN RUBBER

SECOND PROMOTION PIECE MAILED

By HERB GRAFFIS

*Over 9,000 Copies of "Golf in Schools"
Sent to School Principals, Pros and Others*

WITH general business conditions improved and with golf interest on a brisk upswing, the second major move in the golf PROMOTION campaign went into action in January. Principals of the nation's high school will receive a booklet "Golf in Schools" in which is detailed the reasons, methods and results of golf instruction to high school and college students. Copies of the book were sent to 1,600 pros with the suggestion that they follow through by getting interviews with local high school authorities to discuss introduction of golf classes in the local establishments.

The book was by no means a complete presentation of the opportunities afforded to pupils and to pros by the extension of golf instruction in schools. Many pros, individually and in PGA sectional groups, have done excellent jobs of high school class instruction that were not referred to in the book because detailed information was lacking and because this school development program is to receive the treatment of a long campaign during which the successful relations of other pros and school authorities will be cited.

Financed by PGA and Makers

The PROMOTION campaign is based on an initial budget of approximately \$12,000, of which the PGA supplied \$2,500 from its ball income and the leading manufacturers of clubs and balls, the remainder. Compilation of material for the campaign and direction of its details are handled by the staff of GOLFDOM and GOLFING as their contribution to the campaign. There has been exceedingly lively and extensive pro cooperation in this campaign which is the first national, concerted campaign for increasing golf business. The campaign is based on the principle that pros are directly responsible for golf promotion and that their activities in this direction should secure for them a value in publicity, new business and market protection not heretofore obtained to the degree they deserve.

Plan of the campaign is such that each pro benefits according to his individual

efforts but all pros profit from the national, coordinated effort.

First step in the campaign was the preparation for pro distribution free to their class lesson juveniles of a diploma bearing the signatures of the National Open, PGA, and National Amateur champions and of the pro instructing the class. Name of the youngster receiving the diploma and the pro's club were filled in on the diploma.

Big Demand for Diplomas

Original print order for these diplomas was 5,000. Demand from pros and their juvenile pupils called for an increase so that before the 1936 season ended approximately 12,000 diplomas were distributed by 250 pros. Local publicity and kid reception of the diplomas was so favorable that pros who had looked on the PROMOTION campaign as an enterprise of vague promise became enthusiastically cooperative. They asked for the next move to be made soon.

After consultation with many pros and school authorities in various parts of the country it was decided to launch the school campaign after the Christmas-New Year holidays so the campaign would come to a climax in time to have school recruits to golf eager to get out on courses and play this spring.

Third step in the campaign will be made in March in the form of a drive to have players clean out their old stocks of clubs and put them into the hands of pros for free distribution to caddies and school pupils of golf classes. National publicity to the players will stir their generous impulses. Pro-shops will be supplied free with a display sign from this spring "clean up" campaign and pros will be furnished with other publicity tips to conduct this campaign on a basis of utmost effectiveness and publicity value.



THERE'S **GOLD** FOR PROS IN
THE **SILVER SCOT** LINE



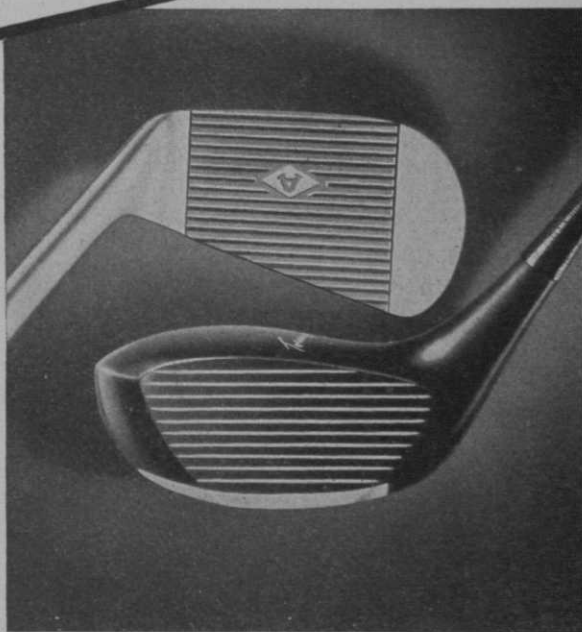
DESIGNED BY
Tommy Armour
THE SILVER SCOT

★ The magic hands that made Tommy Armour—the Silver Scot—a great player and master teacher have reached right into Pro shops and found gold.

That's it—Gold—cash on the line from members who demand that you sell them the best clubs at fair prices—or else.

Nobody knows better than Tommy Armour that every set of clubs you sell helps to make or break you in the eyes of your club members.

Listen to him: "I am proud of these clubs. They were designed and built to make profits and friends for you—the Pro. Understand me, they were not designed exclusively for *your* game—nor mine. They are a *design for golf*. Anybody's golf. They have features and they have swank—but what's more, they have the swing appeal that gets you the business you deserve to have." Nobody but a Pro can buy them at any price—nobody but a Pro can sell them. Why not shoot in your sample order today?



SILVER SCOT WOODS . . .	\$10.00
SILVER SCOT IRONS . . .	8.00
HY-POWER WOODS . . .	7.00
HY-POWER IRONS . . .	5.50

CRAWFORD, MACGREGOR, CANBY CO., DAYTON, OHIO

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As the basis of this campaign is the discovery of many pro instructors of high school classes that kids want to play golf but haven't the equipment. It is true, too, that many players are unconsciously hoarding old equipment. If this old stuff is taken out of storage in closets and attics and given slight reconditioning by pros before distribution, it will provide an impetus to purchase of new equipment in more ways than one. There are many outfits now used by soundly solvent club members that are antiques but which would delight potential golfers among the kids. A sportsman will seldom not go the limit to make a kid happy. With the old stuff out of the way there is not the volume of equipment that people will try to put into the pro as clubs warranting allowances on the price of new clubs.

Any ideas that pros have for this "clean up for the kids" campaign, the subject of golf promotion in schools, or for any other detail of the national PROMotion campaign will be gladly received by Herb Graffis, Editor, GOLFDOM. The campaign is by the pros and for the pros, so if you want to get yours in cash out of it you have to put something in ideas and energy into it.

\$33,000,000 Sport Goods in 1935; Golf's Share, \$10,000,000

CENSUS of Manufacturers data for 1935, recently released by the Department of Commerce, show that of the manufacturers' value of \$32,990,526 placed on sporting goods exclusive of firearms and ammunition, golf goods accounted for \$10,233,809, which is 31% of the total.

From this authoritative data pros get clearly the idea that they must be first class businessmen and merchants whether they like it or not. They are the primary outlets in golf retailing, accounting for more than half of the sales in units in recent years and they continue to hold their lead of many years in the annual dollar volume in golf retailing.

Naturally, the extensive circulation given the census figures in newspapers and the availability of the complete report is bound to make retail outlets competitive to the pro plan to put more heat under golf sales. The pro must plan also, and exert mental and physical energy to strengthen his position in the largest sector of the sporting goods market.

Detailed census figures are the source

of gratification to GOLFDOM whose estimates, made in November, 1935, were within 5% of the government figures released more than a year later. GOLFDOM's estimates are compiled through extensive cooperation with pros who supply us with sales data confidentially. This cooperation has been a powerful factor in showing to golf goods manufacturers the importance of the pro position in retailing.

What should spur pros to careful study of their promotion and selling problem is the fact that golf showed 39% of all the sporting and athletic goods manufacturers' value in the 1929 census and 50% in 1931. Comparable figures are unavailable for 1933.

In 1931, which was the biggest year for golf reported in the manufacturers' census, golf goods registered a value at the manufacturers' plant of \$23,338,654.

What probably had an effect on the figures for the next two years was the slump catching up with golf and the surplus manufacturers goods of 1931 being sacrificed at prices that sharply reduced the sale of new merchandise.

Ball manufacture in 1935, by dozens, was 53% of the 1929 volume. Inasmuch as 1929 was a good year for golf play there probably was about the same percentage of balls unsold from manufacturers' 1928 stocks as was carried over for 1936 sale from the 1935 production. Estimating 1935 play as 45% of that in 1929 we find the figures indicating that the improvements in tough covers have been responsible for the newer balls lasting 8% longer than the balls of 1929. There is the one spot where our estimates, based on the manufacturers' own figures of ball production and sales, went sour. We had estimated the lengthened time in play of the new balls as being barely short of 15%.

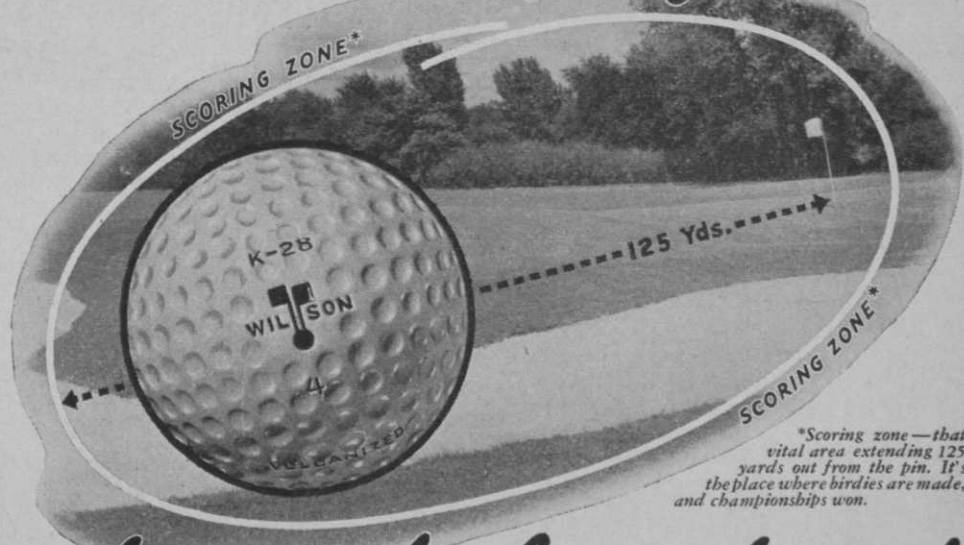
Government figures by years:

	1935	1931	1929
Balls (dozen).....	1,492,578	2,297,778	2,819,400
Clubs	1,651,691	4,134,378	3,166,380
Bags	34,908	465,525	430,357

Following golf's \$10,233,809 total for 1935 comes:

Fishing tackle	\$7,875,393
Baseball goods	\$4,867,178
Tennis goods	\$2,854,290
Football, basketball and boxing goods	\$2,663,573
Skates (ice and roller).....	\$3,272,549
Gymnasium equipment	\$ 291,607
Skis and snowshoes	\$ 377,155

A remarkable performer



*Scoring zone—that vital area extending 125 yards out from the pin. It's the place where birdies are made, and championships won.

-where control counts most

Put New Life in 75c Golf Ball Sales with the Amazingly Different *NEW*

HOL-HI

• This great ball in its preview scooped the Pinehurst, Augusta, and Miami Biltmore Tournaments. It's the one ball that gives ambitious golfers a real outstanding reason for buying a 75c ball: definitely better performance.

Never a ball like it in all golfing history, for an utterly new principle of weight placement away from the center gives the New Hol-Hi K-28 uncanny accuracy on every shot. Its fly-wheel action gives amazing controllability on overspin and backspin shots in the scoring zone*. It's a ball of truer flight, of greater yardage from the tee, for its super-liveliness encourages the golfer to concentrate on direction, as he knows this ball will yield the distance he wants.

K-28

"It pays to play"

Wilson

GOLF EQUIPMENT

By this mark you shall know fine golf equipment 1

WILSON SPORTING GOODS CO.
Chicago, New York, and Other
Leading Cities

• Use QUICKMAIL coupon No. 1 to answer this ad •

A word about the new



JIMMY THOMSON WOODS

SPALDING scores another ace—with the introduction of a noteworthy line of clubs that are entirely new in design—the Jimmy Thomson Woods.

Remarkable clubs, these—incorporating every feature that Jimmy Thomson himself believes *should* be in a wood club. (*And he ought to know—if the reputation for being the world's longest driver carries any weight!*)

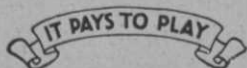
In developing these clubs, Thomson worked closely in conjunction with Spalding experts, all down the line. Then he tested the clubs thoroughly in actual play. Finally, and enthusiastically, he put his signature on them!

The heads, you'll observe, are somewhat pear-shaped, with plenty of hitting surface. But instead of putting the weight in the back of the club, Spalding has shifted it to the sole, lowering the center of gravity and increasing the leverage—a decided advantage in securing added distance and sweet feel.

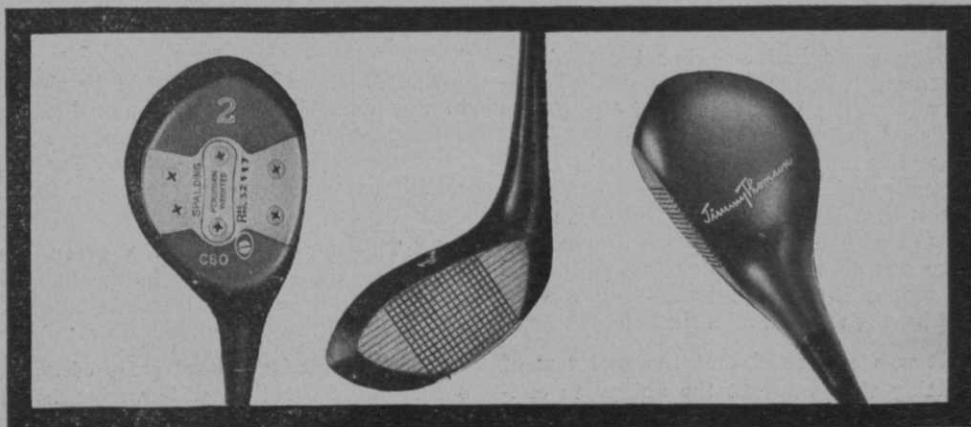
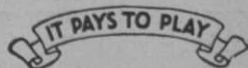
Percussion Sole Weighting, this feature's called—and we predict you're going to hear a lot about it, as soon as these superb clubs start clicking off new lows on the fairways!

So make a note to get the complete story on the new Spalding Jimmy Thomson Woods—today!

A.G. Spalding & Bros.



GOLF EQUIPMENT





Here's the Stimp meter, which measures the putting speed of turf.

INTRODUCING THE STIMP

By EDDIE STIMPSON

LAST March, J. W. F. MacDonald of Brae Burn asked me to look at an artificial putting green and a mechanical putter he had built in his cellar. The green, ten by three feet, was built on a sturdy wooden frame and surfaced with heavy felt matting. The cup was slightly undersized to make the hole look bigger when play was resumed on the course. A heavy metal stand with a ball-bearing swivel held a putter securely so that any desired direction and force in a putt could be duplicated with reasonable accuracy.

MacDonald had experimented to determine which was the more important factor in a putt on a level green, the direction in which the club was faced or the direction in which the club was swung. He found on putts of less than 10 feet on a fast green that the direction in which the club was faced was more important. When the face was aimed at the hole, the club could be swung 10 or 15 degrees off line without having the ball miss the hole.

It was suggested that the real test of putting skill was not the ability to esti-

Eddie Stimpson, 1935 Massachusetts amateur champion, herewith presents an interesting idea—the stimp meter. As for its use in actual play, we have the definite idea that it's out—not only because of the mechanical phase but because the player actually couldn't make enough use of what he has learned about green speed to warrant use of the device.

However, there may be something to the device as an instrument for greenkeepers who might want to answer arguments about the speed and uniformity of their greens.

We toss Stimpson's interesting contribution into the lists for the arguments it will provoke.

mate the line on a straight putt but to judge and execute the line on a sloping surface, such as is invariably encountered at Brae Burn. It was also suggested that in sinking a putt on a sloping surface it was harder to judge and execute distance than direction. Experiments were undertaken to verify this guess.

The MacDonald green could be tipped to any desired slope. This was done; a variety of slopes were tested and the following conclusions were proved for the conditions under which the experiments were tried:

1. The more slope to the green the greater variation possible in the line on which the putt could be hit and still sink. (Slope was always from side to side.)

2. With relatively level putts of about 8 feet there could be wide variations in