

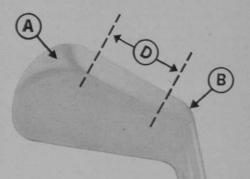
## In these NEW SPALDING Gold Line TOP-FLITE IRONS

A. Less weight . . . in streamlined toe.

impact.

- B. Less weight . . . in narrower heel.
- C. Less weight . . . in shorter hosel
- D. More weight . . . in hitting area.

And these Irons have that distinctive Spalding "feel"no sting or harshness.





### Harry Todd's Pro Shop Has Class and Working Room

Harry Todd's shop at the Lakewood CC, Dallas, Tex., is on the line between the clubhouse and the first tee, and faces the practice putting green. The location is next best to having a shop in the clubhouse where traffic between men's and women's locker-rooms, the first tee and the eighteenth green goes through the shop.

One thing about the Lakewood shop that often is skimped in pro shop layout is ample room for club storage, handling of bags to and from caddies, club cleaning, repairs and storage for merchandise. Back shop design is getting to be more of a problem with the increase in bag cart use. Garaging of bag carts, whether club- or member-owned, is a problem that's a long way from being solved.

Especially at clubs where women are frequent users of bag carts has the storage problem become acute. The carts, if collapsible, are stacked away on the tops of lockers and in corners and cause, so it is reported, some very unladylike language when a perfect lady has a cart tumble onto her noggin or scrapes the hide off her shapely gams.

There is more than the matter of ample space involved in getting the back part of a shop laid out and equipped for satisfactory operation. The bag bins have to be designed and constructed for quick and easy handling of bags, without damage to the bags, and so dust will not collect. Some pros have been experimenting with bins

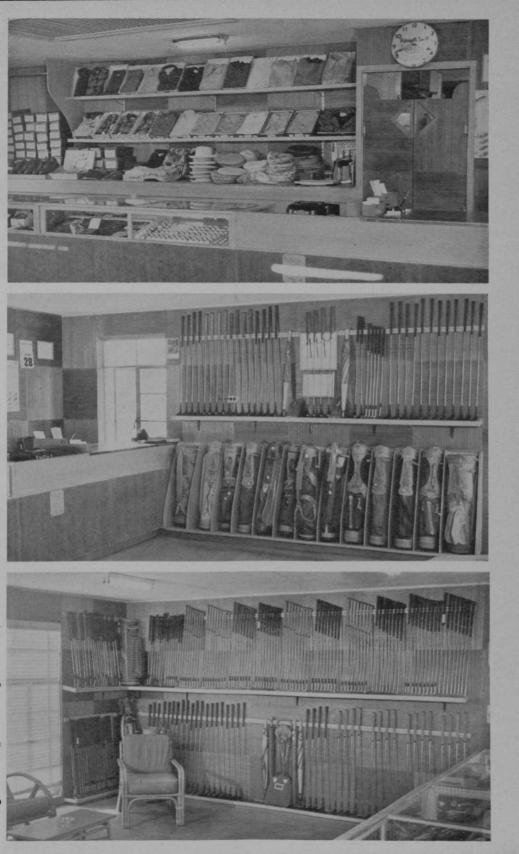
that have round crossbars as the bin construction in many shops scrapes or splinters or is difficult to keep clean. A few have installed bins with rollers made of pipe as the bottoms on the bag storage compartments. These jobs are similar to compartments used in storing pipe and seem to have possibilities in pro shops although at present it's hard to get pipe and the cost is sky-high.

Another feature of Todd's shop that's well worth noting is the practice ball rack. In numerous shops space is so limited that practice balls have to be stored in a makeshift manner.

In the back of the Lakewood shop there's a washstand and that's practically an essential that for some reason has been forgotten in too many pro shops that are detached from clubhouses. For completeness the detached pro shop should have toilet facilities as a convenience to aging members and whoever's stuck in the shop while others of the pro shop are out teaching.

It will be noticed that the Lakewood shop layout is such that through the glass panels in the swinging doors a fellow in the back of the shop can see anyone entering the shop or in the neighborhood of the cash register. This is a little but important detail when there may be only one man having to attend to the front and the back of the shop and the other pro staff men are at work outside.

Lighting and ventilation are especially



good in Harry's new shop. The big full-length windows in the front of the shop let so much daylight in that on a sunny summer's day in Texas the venetian blinds are a smart utility. More pro shops could use colorful or plain venetian blinds instead of cloth curtains.

Artificial lighting also is expertly located in the shop. It will be noticed that the type and location of the fixtures spotlight apparel, shoe and club displays.

The shelves and cases are light and easy to keep clean. Color was carefully selected to make the merchandise stand out and look its best. You can see from the bag display why bag sales are good at Lakewood. Clubs are displayed out of their boxes as Todd has found his members are more inclined to grab a club, feel it and inspect it, when the clubs are displayed loose.

The furniture is simple, bright and in good taste. The floor covering is bright and is easy to keep clean.

You'll notice that there is practically no display of price tags. The Lakewood mem-

PUTTING GREEN PRACTICE BALL RACK BENCH

Floor Plan of Harry Todd's Pro Shop.

bership is from very well-to-do rich. In many shops the wide shelving of the Todd shop would provide space that could and should be used for showing prices of the displayed merchandise.

Another thing about this class club shop that you ought to study is the attractive display of apparel and shoes that's easy to see even though a sales counter is in front of the display. A door that leads out toward the first tee gets some traffic walking close to the shoe display and near enough to the apparel so the dress goods don't appear to be located where they are handy only for close inspection by the pro shop staff.

Having specialties displayed on tables on the floor of the shop where prospective customers bump into being reminded of what they need is questioned by pros at the wealthier clubs. Some pros think the table display may make the shop look like a bargain sale is going on and not be in keeping with the class of the club membership. Others take the view that it's better to have a table display of some especially timely items than to have to mention out loud to the members that they should buy what they need.

In Harry's case the members are pretty much in the habit of lively buying at the pro shop so the pro shop's doing all right as it is.

However, at some clubs we've seen shops that are so handsome people may miss the idea that the reason the shop is there is to sell as a service to the members. Then the table that boldly but silently shoves merchandise right at people who should be buying really boosts sales.

The table may not look in superb and discreet harmony with the rest of the beautiful shop, but it sells goods the members need and would want if they were reminded. Then the table looks very pretty when the pro does his bookkeeping.

You will notice there are two desk spaces for the pro—one in front of the Lakewood shop and the other one where the paperwork can be done in the back of the shop.

#### 1952 Jaycee Junior to Eugene, Ore.

The 1952 USJCC National Junior Amateur Championship will be played on the Eugene (Ore.) Country Club course with the Eugene Junior Chamber of Commerce serving as hosts to the seventh annual event. Selection of Eugene as the site of the '52 championship was made by the USJCC executive committee at the organization's recent annual business conference in Miami. Tentative dates for the tournament have been set for the third week in August.



# Do Provisions of Your By-laws Safeguard Club or Member?

By RENZO D. BOWERS

Clem Hardin was getting along in life and sometimes felt the impact of the years. On doctor's advice, he decided to take up golfing. He joined a certain southern Country Club which had previously been incorporated as a golf and social organization, paid his initiation fees and dues, and for a few years availed himself of the privileges of membership whenever he chose.

Hardin was an irascible sort. He failed to hit it off unanimously with his comembers. Sometimes he refused to play whenever certain others were on the course. Seldom attended social functions at the clubhouse. Had long spells of peevishness. Sulked a good deal. Criticized most things that went on. He managed nevertheless to keep from being expelled as an undesirable.

Sniffing some such contingency in the offing, however, he decided to resign.

The Club had a loosely-knit organization and was rather haphazardly run; but it did have a set of by-laws, and they specified how a member could get out. He was required to make a written resignation, and it had to be in the hands of the secretary before the 1st of January or the member would be liable for dues for that year.

Hardin had paid no attention to bylaws or the Club's constitution. Being at outs with some of the Club's officers, he afterward claimed that he did not even know who was secretary. So, he wrote out his resignation, and handed it to a certain professional player who constantly busied himself officiously around the grounds and clubhouse, with the request that the player see that the resignation be delivered to the Club.

After the 1st of the year, the secretary conveniently overlooked such information as he had acquired that Hardin had attempted to resign, sent a bill for his dues.

#### Learn the Hard Way

Hardin blew up like an inflated balloon. He refused to pay. Hadn't he resigned? He was no longer a member of their so-and-so Club! He didn't owe them as much as a Buffalo nickel, by heck!

The Board of Directors, secretly hilarious at the opportunity, sued him.

What happened? Hardin was required

to pay the dues for the year following his attempted resignation, and to learn the hard way some of the laws about members of Country Clubs, with which many persons in that category now, and those to come along in the future, could profitably charge their memories.

"The constitution and by-laws of a Country Club constitute the law between the Club and its members by which they have agreed to be bound," the judge admonished. "When one becomes a member of a golf Club, he will be deemed to have known and assented to the provisions of its charter and by-laws. Whether he actually knows, is beside the point. It is his business to know or to promptly ascertain. His ignorance will not excuse him from any obligation imposed upon him in the by-laws.

"Thus, to entitle a member to resign so as to relieve himself from further liability for dues or other charges, he must do it in accordance with the by-laws. For instance, if the resignation is not received by the officer designated to receive it, delivery to anyone else will not be effective."

The well-organized and well-conducted Country Club with golfing as its chief aim in life will have adopted a constitution and by-laws expressing the rules by which its affairs are to be governed and carried on as between the association and its members. Organizations of the kind are frequently established under special state statutes as non-profit corporations authorizing adoption by the stockholders or members of suitable by-laws. But, equally effective, they may, and often do, come into being as voluntary associations, any number of persons not bothering to incorporate formally but merely getting together and deciding to have a Golf Club, and proceeding to select of-ficers, adopt an agreement in the form of a constitution and by-laws, and going on from there in conducting the Club's affairs in the manner specified in the by-laws.

#### Legal Contract

Members of these clubs, whether formed under one or the other method, cannot be admonished too emphatically about the extent to which they are legally bound by the by-laws as adopted. To reiterate a rule of law previously

mentioned, the by-laws are in effect a contract between the members and their Club, as forceful in forwarding the purposes of the Club as if each member had personally signed a formal writing. Others who become members later, maybe years later, or even some of the original members themselves, may never have an inkling as to what provisions the by-laws contain, unless and until they come up against them with a jolt that hurts. But their plea in court, if they happen to be drawn into that unprofitable domain, that they had no knowledge of the particular by-law involved, will fall upon deaf ears.

The by-laws may contain any provision that the members agree upon, if it is not opposed to good morals or the law of the land, and is not arbitrary and un-reasonable. The constitution and by-laws will usually cover these points, with more-or-less detailed particularity: The objects of the Club; the method of admitting, disciplining, suspending, or expelling members; the amount of dues and when payable, method of enforcing pay-ment, effect of non-payment; what body shall constitute the governing board, the manner of its selection, powers, duties, and term of service, and the like; the interest that each member shall have in the Club's property, and whether he may sell and transfer his interest. The bylaws may, and should, also specify the conditions under which a member may resign, and the manner in which he is to do it.

#### Importance of By-laws

A few actual instances will illustrate the importance of the by-laws in the inner workings of Country Clubs and their members.

A Golf Club in the far West imposed by its by-laws an initial fee of \$1,000 and annual dues of \$180 for membership. A member could be expelled by a certain procedure for nonpayment of dues. Another clause declared, "No resignation of a member shall become effective until accepted by the Club, and the Club shall not accept so long as a member is indebted to it."

One who had paid his initiation fee and enjoyed club privileges for several years became delinquent in his dues. The association suspended him, resulting in denial to him of further club privileges. It did not expel him, as it had a right to do. The member himself, being indebted for dues, could not resign under the by-laws.

The relationship rocked along in that condition until finally the club sued him for the dues that were unpaid to the time of suit. He contended in defense that when the Club suspended him he was relieved of all financial obligation

to it, since it thereby took away his club privileges.

The court saddled a judgment upon him for all dues, pointing out to him that he had not resigned, in fact could not resign without paying back dues, and so he was still a member. His suspension did not disturb that relationship.

Contrast this occurrence with a case history from the state of New York. There, a prominent golf Club had the right to "suspend" any member for non-payment of dues, with the alternate power under the by-laws to drop a delinquent from the membership roll.

After waiting a long time for a certain member to pay up, and disgusted at seeing the moocher reaping where he had not sown by enjoying club privileges without financial outlay, the Club sent him a notice by letter that if he failed to come across by a named date he would be "dropped" as a member.

The notice had no effect either in producing the cash or stopping the sponger from using the Club's golf course. Then the governing board sued him for all dues accruing to the time of trial. And there is where the Club officer got a lesson in Through neglect to make the bylaw. laws broad and specific with regard to the penalty that could be inflicted on a member in arrears, the Club could only suspend him or drop him from the rolls. By notifying him that if he failed to pay by a certain date he would be dropped, the Club elected to impose that penalty, and the court ruled that by so doing it relieved the member from paying anything whatever.

As well as being remiss in safeguarding its interests by suitable provisions in its by-laws as to the conditions under which a member may resign, a Club may go to the other extreme and include provisions so stringent as to throttle itself.

For instance, in giving the ax recently to a California golf Club the state Supreme Court gave out this admonition: "A golf Club may impose only reasonable restrictions on the right of a member to resign." That drab and dreary declaration in the nature of a warning was evoked by a situation so startling and unusual as to impel a judge of the court to wax mirthful by sheer force of contrast, in giving a quietus to the Club's ambitious designs against one of its prominent members. The jurist started his gentle chiding with the provocative statement that, "Doubtless this is the only case in history where a golf Club has failed to heed the plaintive cry of one of its flock."

But it is necessary to go back a little for elucidation.

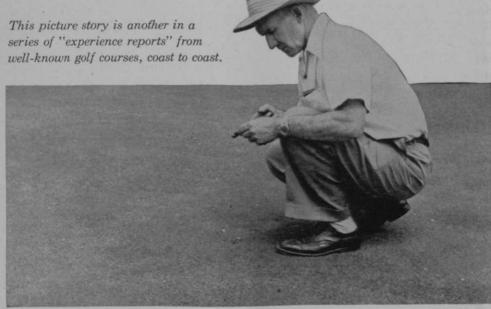
This Club, determined at the outset to (Continued on page 63)

# **TERSAN** keeps out brown patch and never shocks or burns our tender bent-grass greens"

says ARTHUR ANDERSON, golf course superintendent at Brae Burn Country Club, Newton, Mass.

"For twenty-one years we've had a turf disease preventive program at Brae Burn.We've used 'Tersan' successfully ever since it came on the market, to prevent brown patch. We spray every seven to ten days in hot, humid weather. "Tersan' helps keep our fifty-yearold greens as strong and vigorous as ever."

Mr. Anderson has a conventional power sprayer and also a proportional mixer for applying "Tersan" to the grass. For control of dollar spot, he uses Du Pont F-531 fungicide.



"SOME OF OUR FIFTY-YEAR-OLD GREENS contain Velvet Bent which is easily shocked by fungicides," says Mr. Anderson. "But 'Tersan' never burns or shocks our turf even when we use it double or triple strength."



BRAE BURN GREENS have kept their beauty for fifty years. Mr. Anderson keeps them in top shape for championship play by using "Tersan" every week in season.

Handier than ever is the new "Tersan" 75 in 3-lb. packages. It is measured, it is cleaner, and it stays in suspension for easy spraying. Two packages cover 9 average greens. The green color of "Tersan" blends with turf. Get "Tersan" 75 from your golf supply house now.

"Tersan" and "Semesan" are registered trademarks of E. I. du Pont de Nemours & Co. (Inc.) For exceptional control of dollar spot use Du Pont F-531 fungicide. Controls copper spot and pink patch as well. Special "Semesan" is also available for those who prefer a mercurial fungicide.







Better Things for Better Living ... through Chemistry

## Landscaping the Course for Beauty and Upkeep Thrift

By T. M. BAUMGARDNER

Course Supt., Sea Island (Ga.) Golf Club

(Paper at Florida Greenkeeping Superintendents Assn. conference)

Unfortunately most golf clubs lack either the funds or foresight when planning a new course or remodeling an old one to retain a competent landscape architect to collaborate with the golf course architect in planning at least a basic landscape development of the course along with the golf layout. So, in the usual case, the greenkeeping superintendent inherits the job of landscaping the course to the best of his ability as time and funds may permit and, all too often, he is expected or required to carry out the planting whims and fancies of each succeeding green committee.

My conception of landscaping the golf course is not limited simply to the planting of trees, shrubs and flowers although this, of course, is an important part. Much can often be accomplished in the way of improving the natural beauty of the course simply by the intelligent selective clearing of woodlands and areas bordering the fairways and roughs and by the regular and systematic clearing and mowing of visible areas outside the limits of play — by the opening of pleasing vistas and views and by the improvement of the shorelines of waterways - by such things as re-locating service roads where they will be less conspicuous — by the planting of appropriate plants to screen out buildings and unsightly views - by opening up to view and accentuating any natural points of interest or beauty - and last but not least by maintaining a general appearance of neatness and tidiness over the whole course.

Introduced plantings are placed on the course to serve one or more of several purposes. The first and perhaps most important function of trees and plants, aside from their esthetic value, is their strategic purpose in influencing the play of the hole. Trees or large shrubs bordering or separating fairways have of course a great deal to do with the limiting or directing of a desired line of play of the individual hole. This sort of planting should be undertaken only after the most careful study of what the results will be when these plantings have reached their maximum growth.

Greens with backgrounds of trees and large shrubs are certainly enhanced in beauty, and distances are much easier to judge. Although, as you well know, plantings around the greens must be kept far enough away from the green itself for obvious reasons, of which all superintendents are familiar.

Generally speaking, low undergrowth should not be allowed to encroach or shrub plantings introduced too near to the edge of fairways or roughs where they may interfere too much with the play and often result in slowing down the play of the course on busy days. Such encroachment also, of course, detracts greatly from the pleasure of the average or below-average golfer who, at best, continually finds himself entangled hopelessly in the bushes.

Plantings of flowering shrubs can often best be concentrated around teeing areas and along the walks from the greens to tees where the golfers have more time and inclination to pause and enjoy them.

Often courses have considerable areas of water or streams where shrubs and trees may be planted and where their reflection in the water adds greatly to their total pictorial beauty.

#### Get the "Bold Look"

Plantings, particularly those which are used mainly by reason of their conspicuous flowers or foliage, generally appear to better advantage when planted in fairly large groups or masses of one variety or color so as to gain bold effects instead of spotty ones. One should, of course, be careful to arrange plants of harmonious colors and textures together. Some plants may appear best when viewed from a distance—others depending upon close inspection for greatest appreciation.

Flowering shrubs and trees are often most effective when seen against taller backgrounds of evergreen foliage. Plantings should be chosen so there is something in bloom during each season that the course is in play.

Plants and flowers which need special cultivation and care, regular watering, etc., should only be used around the club grounds, unless adequate labor is sure to be available to properly care for them. I think we have all seen examples of clubs that at sometime or another have put on a too ambitious planting campaign, without