### UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

UNITED STATES OF AMERICA.

Plaintiff,

CIVIL ACTION NO. 58 C 1159

TRUE TEMPER CORPORA-TION; WILSON ATHLETIC GOODS MFG. CO., INC.; A. G. SPALDING & BROS., INC.; MacGREGOR SPORT PRODUCTS, INC.; and HILLERICH & BRADSBY CO.,

At Chicago, Illinois, in said Division and District on August 1, 1961

Defendants.

### FINAL JUDGMENT

Plaintiff, United States of America, having filed its complaint herein on June 30, 1958, each of the defendants having appeared, and the plaintiff and each of the defendants, by their respective attorneys, having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein, and without said judgment constituting evidence or an admisson by any party with respect to any such issue;

NOW, THEREFORE, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein, and upon consent of the plaintiff and each defendant, it is hereby

ORDERED, ADJUDGED, and DECREED as follows:

This Court has jurisdiction of the subject matter of this action and of the parties hereto. The complaint states claims upon which relief against the defendants may be granted under Sections 1 and 2 of the Act of Congress of July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," commonly known as the Sherman Act, as amended.

As used in this Final Judgment:

(A) "Defendant club manufacturers" shall mean Wilson Athletic Goods Mig. Co., Inc., a Delaware corporation, A. G. Spalding & Bros., Inc., a Delaware corporation, MacGregor Sport Products, Inc., an Ohio corporation, and Hillerich & Bradsby Co., a Kentucky corporation;

(B) "True Temper" shall mean the defendant True Temper Corporation, an Ohio corporation;

(C) "Golf club" shall mean and include any kind, variety, style, or type of club used in playing the game of golf, regardless of the material out of which such club or any component thereof is made;

(D) "Club manufacturer" shall mean any person engaged in the production or assembly of golf clubs;

(E) (1) "Shaft" shall mean the shaft component of golf clubs, whether made of steel or other material;

(2) "Standard shaft" shall mean any shaft (other than special shafts) manufactured and sold by defendant True Temper in

and sold by defendant True Temper in its regular course of business;

(3) "Special shaft" shall mean any shaft manufactured by defendant True Temper for and sold to a single club manufacturer according to a specially developed design (i) different from the design of any other shafts produced by True Temper and (ii) set forth or confirmed in writing to defendant True Temper by the particular club manufacturer for by the particular club manufacturer for whom such special shafts are being or to be anufactured; (F) "Jobber" shall mean any person, other than a club manufacturer, who purchases golf clubs for resale to other jobbers or to dealers;

(G) "Dealer" shall mean any person, other than a club manufacturer, who purchases golf clubs from any club manufacturer or jobber for resale to ultimate consumers;

(H) "Person" shall mean any individual, part-nership, firm, association, corporation, or other legal

entity;

"Subsidiary" shall mean any person more ty per cent of whose stock is, directly or (I) than fifty per cent of whose stock is, direct indirectly, owned or controlled by a defendant.

The provisions of this Final Judgment applicable to any defendant shall apply to each of its officers, directors, agents, employees, subsidiaries, successors and assigns, and to all other persons in active concert or participation with any such defendant who shall have received actual notice of this Final Judgment by personal service or otherwise. For the purposes of this Final Judgment each defendant and its officers, directors, agents, employees, subsidiaries, or any of them, when acting in such capacity, shall be deemed to be one person.

IV.

The defendants, and each of them, are jointly and severally enjoined and restrained from, directly or indirectly, entering into, adhering to, maintaining, enforcing, or attempting to enforce, any contract, agreement, understanding, plan, or program among themselves or with any other person:

themselves or with any other person:

(A) To fix, establish, maintain, or enforce prices or other terms or conditions for the sale or resale of any shaft or golf club to third persons; provided that after the expiration of five years following the entry of this Final Judgment each defendant may, acting independently, and not in concert with one another or with any other person, exercise such lawful rights, if any, as each may have under the so-called Miller-Tydings Act with respect to golf clubs sold by it;

(B) To excluding or maintain any particular or

(B) To establish or maintain any particular or uniform time or season for the introduction of new models, types, grades, or styles of shafts or golf clubs or accessories, or to hinder, restrict, limit, or prevent any person from introducing, at any time, any model, type, grade, or style of shaft, golf club, or accessory

(C) To refrain from manufacturing, distributing, or selling any particular kind, type, grade, or style of shaft or golf club, or golf clubs embodying any particular kind, type, grade, or style of shaft;
(D) To hinder, restrict, limit, or prevent, or attempt to hinder, restrict, limit, or prevent any third person from purchasing (i) standard shafts or (ii) his own special shafts from True Temper or any other source. other source.

The provisions of this Section IV shall not apply to transactions solely between (a) a defendant and its subsidiary or subsidiaries, (b) a defendant and its parent corporation, and (c) a defendant and corporations affiliated therewith through common ownership and controlled by the same parent corporation.

(A) Any contract or agreement existing on the date of this Final Judgment by the terms of which (i) any defendant club manufacturer is required, or (1) any defendant club manufacturer is required, or obligated, to purchase all, or any designated percentage or proportion, of its requirements for shafts from defendant True Temper is required or obligated to sell to any defendant club manufacturer all or any designated percentage or proportion of the requirements of such defendant club manufacturer for shafts, is hereby ordered cancelled as of the date of this Final Judgment.

(B) The defendants are jointly and expersity are

(B) The defendants are jointly and severally en-joined and restrained from renewing, adhering to, maintaining, or claiming any rights under any con-tract or agreement cancelled by the foregoing sub-section (A) or entering into any like or similar con-tract or agreement with any other defendant.

VI. (A) Defendant True Temper is enjoined and restrained from directly or indirectly:

(1) Fixing, suggesting, or influencing, tempting to fix, suggest, or influence the price or prices (including resale prices), terms or conditions upon which any golf club or shaft may or shall be sold by any other person:

Hindering, restricting, limiting or prevent-ing, or attempting to hinder, restrict, limit or prevent any other person from (a) manu-facturing or selling any shaft or golf club for or to any third person or class of per-sons, or (b) purchasing any shaft or golf club from any manufacturer thereof; (2) Hindering,

- Making proposals or suggestions to any club manufacturer, jobber, or dealer regarding (a) the price or prices at which any such club manufacturer, jobber, or dealer sells, has sold, or will sell any golf club, (b) the person or persons, or categories of persons, to whom any such club manufacturer, jobber, or dealer sells, has sold or will sell any golf club, or (c) the person or persons to whom defendant True Temper sells, has sold or will sell any standard shaft; (3) Making proposals or suggestions to any club
- sell any standard shaft;

  Giving, or offering to give, to any club manufacturer in the United States, in connection with any sale of standard shafts, any price, discount, rebate, or advertising or other allowance, except such as (a) are lawful under applicable laws of the United States relating to price discrimination, (b) shall have first been published generally to the trade, and (c) shall be available to all purchasers upon the published terms and conditions; provided, however, that in any suit or proceeding which may hereafter be instituted by the plaintiff against defendant True Temper, in which the plaintiff shall have established a prima facie case that defendant True Temper has violated this section, defendant True Temper may rebut such prima facie case by showing that the difference in price, discount, rebate, advertising, or other allowance, term or condition of sale was (i) lawful under the applicable laws of the United States relating to the meeting of competition, and (ii) was made, offered, or given in good faith by defendant True Temper in order to meet an equally low price, discount, rebate, advertising, or other allegount or o per in order to meet an equally low price, discount, rebate, advertising, or other allowance, or term or condition of sale, offered, or given by a competitor;

(5) Entering into any contract, agreement, under-Entering into any contract, agreement, understanding, plan, or program with any club manufacturer whereby defendant True Temper offers, or undertakes to (a) refuse to sell any shaft (other than special shafts) to any other club manufacturer, or (b) limit or restrict its production of shafts to special shafts of any defendant club manufacturer;

- (6) Coercing, compelling, or otherwise requiring, or in any manner, attempting to coerce, com-pel, or otherwise require, any golf club manufacturer in the United States to enter into any contract or agreement obligating such golf club manufacturer to purchase all or any designated percentage or proportion of its requirements of shafts from the defendant True Temper or any other source.
- fendant True Temper or any other source.

  (B) Defendant True Temper is ordered and directed to sell standard shafts to any club manufacturer in the United States who makes application in writing to True Temper. upon its usual and normal trade terms and conditions, including credit requirements; provided, however, that subject soever as to availability, price, terms, conditions, or credit requirements, provided however, that subject to subsection (A) (4) of Section VI this subsection (B) shall not (i) prohibit True Temper from establishing such differences in prices, discounts, rebates, advertising, or other allowances, or terms or conditions of sale as may be lawful under the laws of the United States, or (ii) require defendant True Temper to continue the manufacture of any standard shaft which defendant True Temper has previously and publicly announced to the trade its intention

to discontinue.

- (C) If at any one time defendant True I emper manufactures or sells special shafts for or to three or more of the defendant club manufacturers, then, manufactures or sells special shafts for or to three or more of the defendant club manufacturers, then, upon the request of any other club manufacturer in the United States and the submission by such manufacturer of a firm order in writing for a minimum of 15,000 special shafts of one grade for woods, or a minimum of 15,000 special shafts of one grade for irons, which can be manufactured by True Temper's normal and usual manufacturing methods, such order to be for delivery in lots of not less than 5,000 shafts, defendant True Temper is ordered and directed to manufacture special shafts for such club manufacturer upon True Temper's normal and usual manufacturer upon True Temper normal and usual manufacturing and trade terms and conditions and to schedule the manufacture or production of such special shafts pursuant to such order in accordance with its normal and usual scheduling procedures, without any discrimination whatsoever against any non-defendant club manufacturer, and without offering or affording to any defendant club manufacturer any preference or priority over a non-defendant club manufacturer; provided, however, that True Temper may in good faith reflect in the prices at which such special shafts are sold any differences in the cost of manufacture, sale, or delivery of such special shafts. At any time after five (5) years from the date of entry of this decree, defendant True Temper may petition the Court to be relieved of this Section VI(C) or for appropriate modification thereof, and such relief shall be granted upon a showing by defendant True Temper that the relief incorporated in this Section VI(C) is (i) that substantial and effective competition exists in the manufacture and sale of special shafts.

  (D) In the event of the failure, refusal or in-
- shafts.

  (D) In the event of the failure, refusal or inability of defendant True Temper to (i) sell standard shafts to any non-defendant club manufacturer in accordance with the subsection (B) above or to (ii) manufacture and sell to or for any club manufacturer special shafts in accordance with subsection (C) above, defendant True Temper is ordered and directed (i) to advise such non-defendant club manufacturer, by letter, of the specific reason or reasons for such failure, refusal or inability and (ii) to furnish to the plaintiff a copy of each such letter. In any suit or proceeding which, at any time, may hereafter be brought or instituted by the plaintiff arising out of, or based upon, any such failure, refusal or inability of defendant True Temper, defendant True Temper is enjoined and restrained from raising any excuse for such failure, refusal or inability except that specifically stated in such letter to such non-defendant club manufacturer.

  VII.

The defendant club manufacturers are each in-dividually enjoined and restrained from directly or indirectly:

- (A) Coercing, compelling, or otherwise seeking to require or induce dealers or jobbers to observe or adhere to such defendant's suggested resale prices for golf clubs manufactured by defendant; provided for golf that each defendant club manufacturer may dis-seminate to its jobbers or dealers suggested resale prices on golf clubs of its own manufacture if each separate document or paper, or the first inside page of any catalogue, so disseminated and containing or purporting to contain suggested resale prices bears a clear statement, in bold type, on the face thereof, or on such page, to the effect that the prices therein contained are suggested prices only, and are not binding upon any person;
- (B) Hindering, restricting, or preventing, or attempting to hinder, restrict, or prevent any other person from:
  - (1) Purchasing any shaft or shafts from any source;
  - (2) Selling any shaft or shafts, or golf club or clubs to any third person;
  - (3) Manufacturing, selling, or distributing any golf clubs;
- (C) Entering into, adhering to, maintaining, enforcing, or attempting to enforce, any contract, agreement, understanding, plan, or program with any

other person to restrict or limit, in any manner, the sale or resale of any particular grade or type of golf club, or any golf club enbodying any particular grade or type of shaft, to any particular category or categories of customers or purchasers, or through any particular channel or channels of distribution; except that each defendant club manufacturer may individually and independently elect to sell particular grades or types of golf clubs to particular customers or categories of customers, provided such golf clubs bear the brand name or names of the selling defendant or the purchaser;

(D) Permitting any of its officers, directors, agents, or employees, to serve also, at the same time, in any similar capacity with any other club manufacturer or with defendant True Temper, or permitting any of its officers or directors while so serving to hold or continue to hold, individually or as a group, in excess of one per cent of the outstanding stock of any class or in excess of one per cent of the outstanding debt obligations of any class of any other club manufacturer or of defendant True Temper;

(E) Communicating, in any manner, circulating, or disseminating to any person outside of the defendant's own organization or employ, any price lists or quotations or tentative lists or quotations for the sale of golf clubs, in advance of or prior to, the general publication, circulation, or dissemination of such price lists or quotations to the customers of the defendants and to the trade generally; or

(F) Being a member of, contributing anything of

(F) Being a member of, contributing anything of value to, or participating in any of the activities of, any trade association or central agency of or for club manufacturers, jobbers, or dealers, with knowledge, or reasonable grounds to believe, that any of the activities thereof are, or may be, inconsistent with any of the provisions of this Final Judgment;

(G) For a period of five (5) years following entry of this Final Judgment, using any decal, trade, or grade name, mark, or other designation, owned or controlled by defendant True Temper, on any golf club manufactured or sold by such defendant Club manufacturer, provided however that defendant True Temper may mark with its name "True Temper" or its initials "TT," shafts manufactured by it and sold to any defendant club manufacturer if all such shafts sold to defendant club manufacturers are uniformly and inconspicuously so marked.

### VIII.

Should defendant True Temper, at any time hereafter, engage in the manufacture or sale of golf clubs, all of the provisions of this Final Judgment applicable to the defendant club manufacturers, except Sections VII(D) and IX shall be equally applicable to defendant True Temper as a golf club manufacturer and True Temper hall be enjoined and restrained from permitting any of its officers, directors, agents, or employees, to serve also, at the same time, in any similar capacity with any other golf club or shaft manufacturer, or permitting any of its officers or directors, while so serving, to hold or continue to hold, individually or as a group, in excess of one per cent of the outstanding stock or continue to hold, individually or as a group, in excess of one per cent of the outstanding stock of any class or in excess of one per cent of the outstanding debt obligations of any class of any other golf club or shaft manufacturer. This provision shall have no effect upon the other provisions of this Final Judgment applicable to defendant True Temper as a shaft manufacturer. per as a shaft manufacturer.

The defendant club manufacturers are ordered and directed to:

(A) Each, independently review, within ninety (90) days after the date of this Final Judgment, its then prevailing prices for golf clubs;

(B) Each, independently and individually, determine its own prices for golf clubs on the basis of its own business judgment and without any consultation with any other defendant or club manu-

(C) Each publish and disseminate to its customers, and the plaintiff, on or before October 15, 1961, a price list or price lists containing the prices determined pursuant to subsection (B) above.

(A) The defendants are ordered and directed to cause a copy of this Final Judgment to be published at least once a month for three (3) consecutive months in the trade magazines Sporting Goods Dealer and Golfdom. The costs of compliance with this subsection of the state of the s section (A) shall be borne equally by the defendants.

(B) For a period of five (5) years, the defendants are ordered and directed to furnish a copy of this Final Judgment to any person upon request.

### XI.

For the purpose of securing compliance with this Final Judgment and for no other purpose, and subject to any legally recognized privilege, duly authorized representatives of the Department of Justice shall upon written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, upon reasonable notice to any defendant made to its principal office, be permitted:

(A) Reasonable access, during the office hours of said defendant to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or control of said defendant relating to any of the matters contained in this Final Judgment;

(B) Subject to the reasonable convenience of said defendant and without restraint or interference from it, to interview the officers and employees of said defendant, who may have counsel present, regarding any such matters.

For the purpose of securing compliance with this Final Judgment, each consenting defendant, upon the written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Assistant Attorney General in charge of the Antitrust Division, and upon reasonable notice made to its principal office, shall submit such written reports (under oath, if so requested) with respect to any of the matters contained in this Final Judgment as from time to time may be necessary for the enforcement of this Final Judgment. No information obtained by the means provided in this Section XI shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the plaintiff except in the course of legal proceedings to which the United States is a party for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

### XII.

Jurisdiction is retained for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment and for the enforcement of compliance therewith and the punishment of the violation of any of the provisions contained herein.

(Signed) EDWIN A. ROBSON, United States District Judge.



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to have done very well for themselves, Pic noted.

Picard, now located in Cleveland, recalled a time when he was suffering from a back injury, could hardly get the putter moving but was favored with free advice from many 100-shooting well-wishers. Pic smiled and remarked, a little ironically, that he knows full well what Ben Hogan has been going through in recent years. He told of getting out at 5:30 a.m. to practice when he was a kid pro at Charleston, S.C. He is sure that many present day assistants would be-come fine players if they had the determination and willingness to make sacrifices to work on their games.

Picard analyzed a well handled pro job, probably better than any such analysis that was made at the PGA meeting. He told of the importance of Junior development. At his Canterbury club, kids get as many practice balls for \$1 as they want to hit. Frequent problems of the handicap system were outlined by him and he gave some answers for easing the headaches that go with handling it. With 325 members and guests playing 25,000 rounds a year, the problem of conducting events and of handling every detail of the

shop and instruction tee requires a lot of help. But committees often want still more personnel on the job. Picard said that even with smart merchandising by the pro department, first class assistants, shrewd buying, close watch of every operation, including golf cars, the pro department can't make nearly the profit members think it makes.

### Contrast of Stars

Lawson Little gave a studious analysis of old and new stars, revealing that he had done considerable research both by hearsay and by reading about the older players. Vardon, for instance, was one of his favorite subjects. Lawson observed that Vardon was the first great player to keep the right elbow down and perhaps that was his great contribution to the golf swing.

Lawson expressed the belief that psychology had changed and the current school of stars don't necessarily think a

bad round is inevitable.

There can be no doubt about courses being in better condition and probably easier to play now than they were 20 years or so ago, Little said.

The wedge, he remarked, has made it



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This tool made and sold by a Golf Supt. of 33 yrs. experience.

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much easier to play good golf. He told of buying one of the first wedges, at George Sayers' shop at Merion in 1930 during the National Amateur and finding out that it could become a magic wand. When the wedge design was revised, Little liked the new construction, too, and used it effectively in winning four consecutive U.S. and Birtish Amateurs and the 1940 National Open.

### Golfer's Paradise

(Continued from page 26)

Canadian army. In 1956 he joined a syndicate headed by ex-Open champion, Jack Fleck, which purchased the old Brooklands CC near Detroit. When the syndicate sold the property, Weitzel came to Florida during the construction of the Palm River CC at Naples. Later he had a short association with Mahannah at Riviera CC, Miami. From Dec., 1959 until June, 1961, he was supt. at the new Sombrero Yacht and CC, Marathon, Fla.

brero Yacht and CC, Marathon, Fla.

Les Cottrell, head pro at Grand Bahama, is a member of both the U.S. and British PGA. A Briton by birth, Cottrell was connected with clubs around Boston for several years. He is a retired U.S. Air Force Colonel. After World War II he was

Ordinarily men who know golf well back new courses. Their knowledge lends aid to building and operations problems. But with the Jack Tar head men it is the reverse. Ed Leach had never played golf before 1959. Neither had Charles A. Sam-

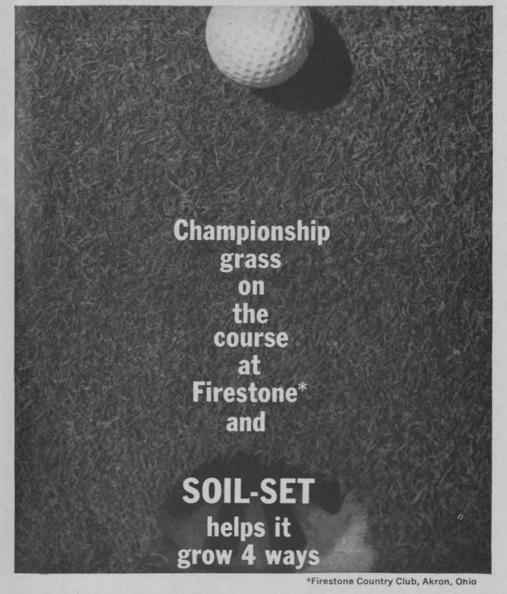
associated with the PGA Dunedin course.

mons, chairman of the board of Jack Tar Hotels and its principal stockholder. Ed Hunt's experience was limited. Leach and Sammons took up the game and made a study of it.

"I guess the course made us, as golfers anyway, instead of our making the course," Leach said during one of his recent visits to the property. All in all, he has twelve hotels under his direction, spreading from Texas to California to Lansing, Mich. and down through the Carolinas and Florida.

Future plans call for home sites to be developed on the hotel property which has an overall value of approximately \$12 million. The sites will border the golf course and look out on the Gulf Stream and the Atlantic Ocean.

The course will receive its first big test when a pro-celebrity tournament is held on Mar. 26-28. Bob Toski is in charge of rounding up talent for what promises to be an annual and lavish event.



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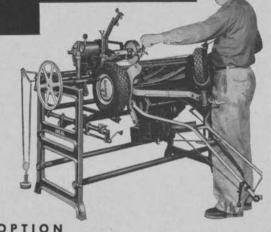
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### Better Planning Would Have Helped Fairless Hills

(Continued from page 56)

right at the entrance to the clubhouse. Harvey Miller serves as an independent contractor in giving lessons. This is a part-time job for him as he also works for U.S. Steel Corp.

According to Bill Williamson, the supt., construction in the early operation of the course was hampered to some extent by vandalism. The management now feels that it has this problem under control because of a public relations and educational program it undertook. The developers promote the recreational facilities of Fairless Hills and the community itself through an active public relations program supervised by Kelly Associates of Philadelphia.

### **Promote Community Pride**

About 48,000 rounds of golf are played each season. Arousing community pride in the appearance of the course as well as in other landscaping in the area has helped to keep the entire grounds in top condition. Williamson supervises a crew of three. He is also responsible for land-

scaping of the entire community and is an assistant to Lening in various recreational activities.

Harvey Miller says that teaching youngsters to play in a community of this kind is an especially interesting phase of his job. He started a youth program three years ago, partly to stop the vandalism on the course and also to teach the game. The kids start playing at Fairless Hills GC at the age of 12.

In the spring, Miller has clinics for the youngsters on the practice greens. In addition, he operates a winter course for six weeks at the nearby William Penn Junior high school, using the school's gynasium for practice.

Fairless Hills ladies are showing an increasing interest in golf, Miller adds. Every Wednesday morning the course is exclusively reserved for them and the association has 30 to 40 ladies playing at one time. The group sponsors tournaments on the last Wednesday of every month. Both adults and youngsters play in several interclub tournaments. A number of members of other golf clubs in the Bucks County area often play at Fairless Hills. The Ladies Assn. also sponsors a Lower Bucks Tournament which is held the first

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weekend in June. The proceeds go to a local hospital.

The golf course is one of several excellent recreational facilities provided by the housing developers. The bowling center is operated at a profit which helps offset golf club deficits if they occur. It is one of the largest in the area and sponsors some important tournaments. Lening, whose office is in the bowling center, gives this facility his closest attention. He is one of the country's top bowlers and is a member of the Professional Bowlers Assn.

The developers of Fairless Hill concede that they made numerous mistakes, chief of which was in not allocating sufficient space for their course. The latter was due to their not having enough experience in a golf way and in not anticipating the hold that the game would take on people who live in the community. Yet, the Danherst Corp. feels that it has made an important contribution to the residents of Fairless Hills by providing them with a recreation facility that they might otherwise have to go miles to enjoy.

### Final Figures Show 409 Courses Were Constructed in 1961

A final roundup of figures by the National Golf Foundation shows that 409 courses were put into play in 1961. These included 247 standard length layouts, 76 additions to existing courses and 86 Par 3s. At year's end there were nearly 6,200 regulation courses and about 460 Par 3s in the U.S.

California added 31 regulation courses in 1961 to again lead all states. Second was Florida with 22. Other states that added heavily to their layouts were Ohio, 18; Pennsylvania, 17; and Texas and Virginia, 15 each.

Par 3s continued to gain in popularity. About six years ago there were no more than 100 abbreviated courses in the country. The increase of 76 Par 3s in 1961 was almost 50 per cent higher than it had been the previous year.

New construction in 1961 represented an estimated investment of \$35,000,000 and provided playing facilities for at least a quarter-million more golfers, according to the Foundation.

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