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## Glenn Burton Gets Green Section Award from USGA

Glenn W. Burton, principal geneticist at the Georgia Coastal Plain experiment station, Tifton, Ga., was named 1965 winner of the USGA green section award "distinguished service to golf through work with turfgrass."

In Burton's absence, James B. Moncrief, Southeastern agronomist for the green section, accepted the award during the conference on golf course management, held at the Biltmore Hotel in New York City in late January. The presentation was made by Clarence W. Benedict, USGA president, and Harry H. Russell, chairman of the green section committee.

Burton joined the staff of the Georgia Coastal Plain Experiment Station in 1936, soon after he received his doctorate in agronomy from Rutgers University. He had entered Rutgers for graduate work after receiving a degree in agriculture from the University of Nebraska. It was as a grass breeder at Tifton that he began the research work which has led to wide improvement of grasses adapted to the Southern and Southeastern regions of the United States. He was responsible for development of the Tift varieties of Bermudagrasses, now in wide use on courses throughout the South.

Burton is the fifth recipient of the Green Section Award. Previous winners were John Monteith, Jr., of Colorado Springs, Colo.; Lawrence S. Dickinson, Amherst, Mass.; O. J. Noer, Milwaukee, Wis.; and Joseph Valentine, Ardmore, Pa.

. . .

### By HERB GRAFFIS

Obviously, the USGA green section has made great progress with its annual conference on course management which is held in New York, the day prior to the USGA annual meeting, and then is re-

played in its regional "road shows."

At the New York meeting in the Biltmore hotel on Jan. 29, there was a record attendance of nearly 400, including the largest attendance of green chairmen at any meeting, sectional or national, the USGA ever has conducted.

The pattern of the New York session on "Fairways and Rough" will be followed at all regional meetings. Practical presentations by experts stimulated discussions which formed the major part of the program and gave supts. and their chairmen plenty of material to use profitably in their respective jobs.

Henry H. Russell, chairman of the green section committee and staff, direct-



Glenn Burton

. . . 29 years in Bermuda

ed the New York pilot program. It began with a talk by Bill Campbell, 1964 National Amateur champion, and a veteran who has played many courses. Bill, like all other low handicap amateurs or pro stars, prefers a lower cut than the average golfer does.

### Rough Also Is Golf Ground

Discussion emphasized the importance of drainage in providing fairway turf. Fertilization, insect and weed treatment through the irrigation system under certain circumstances, were dwelled on at some length. Jim Holmes cited numerous cases of overwatering and drainage difficulties calling for fairway renovation.

Marvin Ferguson, Mid-continent director of the green section, and Ray A. Keen

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of Kansas State university, started their discussion on the rough with story-telling slides. Their discussions involved the effect of fairway watering reaching out and thickening the rough bordering the fairways, loss of natural appearance by destroying rough that fits into the picture, how protests of tournament players against the rough have influenced ordinary players, and how the mowing line between fairway and rough adds or detracts from quality of course architecture.

Keen brought out the importance of correct tree planting for scenic value, privacy, as a windbreak, for color, and protection of turf. Using slides, he showed cases of incorrect tree planting that add to mowing costs and leaf removal problems.

#### **Last Year Worst for Turf**

Alexander M. Radko, Eastern director of the green section, Lee Record, section agronomist, T. M. Baumgardner of Sea Island, Ga., led the discussion on renovation and irrigation of fairways. Radko said 1964 had been one of the worst years for turf but had the benefit of revealing what was needed to maintain turf satisfactory to golfers.

Baumgardner spoke on water shortages, poor quality turf and high turf prices. Record described the kinds of pipe being used in course irrigation and also discussed pumps. Questions and answers contributed much information on the types of irrigation systems and designs that can be used in course construction.

#### **Qualities and Defects**

James L. Holmes, Holman M. Griffin and James B. Moncrief, green section agronomists, outlined the qualities, defects and requirements of bluegrasses and fescues, bentgrasses and Bermudas, zoysia and buffalograss. Bill Bengyfield, Radko and Ferguson finished the technical program with a discussion of mowing heights and frequency, fertilization, and control of weeds, thatch and diseases.

Herb Graffis, Golfdom editor, talked on course management as it fits into private and fee course economics. Graffis said that there is more urgent need every day for knowing what the financial score is in course maintenance.

## **Smith Heads CMAA**

*(Continued from page 100)*

ing Room" was led by Henry O. Barbour, dean of the Michigan State University Hotel School. His panel included several international gourmets: H. Jerome Berns, Paul Keck, Richard de Rochemont, Paul Spitler and Gregory Thomas, to many thought provoking conclusions.

#### **New Directors**

Newly elected directors of CMAA are H. Alton Owen, Jr., Harbor View Club, New York; Willard Steger, River Oaks CC, Houston; William A. Tucker, Lauderdale Yacht Club, Fort Lauderdale; Tony Wayne, Riverside (Ill.) CC.

Continuing on the board are Joseph J. Donoghue, Losantiville CC, Cincinnati; Orlo L. Farlow, CPO Open Mess, Pearl Harbor; Charles E. Haynes, Detroit GC; Charles M. Knisley, West Shore CC, Camp Hill, Pa.; and Clem Young, Cleveland Athletic Club.

The social side of the conference was planned by managers of the National Capitol Chapter of CMAA and directed by general chairman, Richard E. Daley. Each luncheon, dinner and special event saluted a particular country or group of countries represented in the nation's capitol. The closing affair, the "International Ball" saluted *bon vivants* and gourmets the world over.

#### **Florida Golf Foundation Sues To Recover Taxes**

The Professional Golfers Foundation for Education-Service, of Pinellas County, Fla., has filed suit in Federal court in Tampa claiming that it was taxed illegally from 1957 through 1960. The foundation claims that it was taxed \$55,063.44, which it seeks to recover, although it was a charitable and non-profit organization and therefore eligible for exemption from federal income taxes. The foundation says it paid taxes in the years listed and sought a refund each time without success. The suit claims that all taxes were illegally collected by the defendant (the U. S.) The foundation has also asked for interest on the sums paid as taxes.

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It was observed that the Roseman rear-

drive design eliminates bobbing of the cutting reel; allows faster mowing speeds with all grass cut to uniform height, and with substantial time and labor savings.

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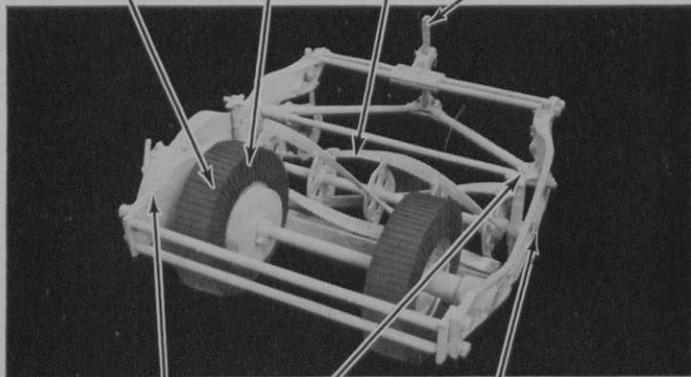
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## **Court Denies State Has Jurisdiction in Pipe Import Case**

By WILLIAM JABINE

A Long Island (N. Y.) country club bought a quantity of pipe from an Ohio corporation which it claimed proved to be defective. The club then began an action against the salesman with whom it had dealt. And, an indemnity company attempted to bring in the Ohio company as a defendant. The manufacturer moved to dismiss

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### **Legal Side of Golf**

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the complaint brought against it pursuant to New York's *Civil Practice Law and Rules* (hereafter CPLR) on the grounds that CPLR did not give New York jurisdiction over it. The motion was argued in the New York Supreme Court, Special Term, Nassau County.

The facts of the case may be stated as follows. In January, 1962 a resident of Massachusetts telephoned an order for a quantity of pipe to an Ohio company for which he was a salesman. The company sent an answer by telephone to the Massachusetts man accepting the telephone order "subject to signed order confirmation."

Later in January, 1962, a New Hampshire resident mailed an order to the Massachusetts salesman and included a complete list of pipe and fittings to be delivered to the site of a country club on Long Island.

#### **Order Executed**

On January 25, 1962 the company in Ohio executed confirmation of the order. The prices and description of the pipe were then stated in full by the company. The confirmation also stated that the pipe was sold to the New Hampshire resident for delivery to the club in New York.

In the lawsuit by the plaintiff (the New York country club) against the salesman, the Travelers Indemnity Co. joined the club as a third-party plaintiff in seeking to have the Ohio company named a defendant on the grounds that the company's materials delivered to New York were defective and in violation of a company warranty that the New Hampshire resident claimed was made verbally in New York.

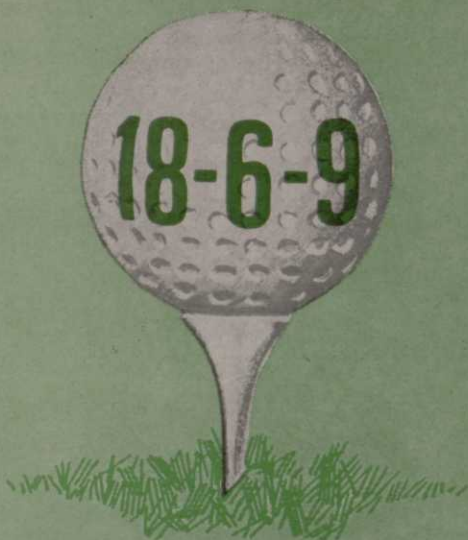
In answer to the argument that the contract was made in New York, thus giving the New York courts jurisdiction, the court had this to say: "The contract herein was executed on January 25, 1962 in Ohio and not in New York. The terms of the contract are complete in every detail and any alleged conversation about an oral warranty" given earlier . . . "would be merged in the contract. Any attempt to offer parol evidence to establish a warranty would violate the parol evidence rule. (Citation) Furthermore the alleged warranty is so briefly and nebulously stated as to mean nothing."

#### **No Merit to Argument**

Having thus emphatically disposed of the contention that the New York courts could assume jurisdiction because the contract was made in that state, the court proceeded to discuss the indemnity company's argument that New York had jurisdiction under CPLR, because the Ohio company transacted business in New York, and had committed a tortious act within the state. The court found no merit to this argument, pointing out that the New York statute had not gone so far as to confer jurisdiction under such circumstances.

On these two points the court said: "The third-party plaintiff's contention is that the company committed a tortious act in New York and thus succumbed to the New York jurisdiction pursuant to CPLR Sec. 302 (a), subd. 2. There was no allegation of a tort or of any physical harm to person or property, and this contention, if adopted, would make every breach of contract, regardless of any physical harm, a tortious act. Further discussion is unnecessary to show that this contention strains the language of CPLR





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Sec. 302 (a), subd. 2."

The court held that New York did not have jurisdiction "over the company by reason of CPLR Sec. 302 (a), subd. 1, which requires that it transact business in the state for jurisdiction. The contract was executed in Ohio not in New York, and the . . . company did nothing in New York except to deliver the materials involved. It had no offices, representatives, salesmen, listings or property in New York."

The court concluded its opinion by holding that the company did not come within the jurisdiction of the N. Y. courts and that therefore the complaint against it should be dismissed. "Let us assume *arguendo*, that in enacting CPLR Sec. 302 (a), subs. 1, 2, New York intended to go to the outer limits of its permitted jurisdiction or that judicial interpretation of 'transacts any business' may be stretched to include the single conversation in New York in December, 1961, prior to the written Ohio contract herein, and also to include the delivery of pipe into New

York pursuant to the Ohio contract.

Such an attempt would violate the requirement of minimum contacts for a non-domiciliary person. The company committed no act from which it can be said it purposely availed itself of the privilege of conducting activities in New York, thus invoking the benefits and protections of New York law. (Citation) Furthermore the . . . company contacts in New York were so slim and tenuous that any attempt to exercise jurisdiction over the . . . company would violate the due process concept of fair play and substantial justice." (Old Westbury G & CC, Inc. v. Mitchell, 254 N. Y. S. 2nd 679)

The court made it clear that a company located in another state must make substantial contacts and perform clearly discernible acts within the borders of New York before that state can take jurisdiction. The question of whether or not the pipe was defective and the extent to which it was warranted by the manufacturer will have to be decided by the Ohio or federal courts.