

Virginians Issue a Statement Relative to Football Dispute

Content That Carolina and Virginia Agreed At Conference In 1916 That No Baseball Or Football Player Shall Leave One College and Go to Another and Play First Succeeding Year.

(Special to Daily News.)
Charlotteville, Va., Dec. 1.—The members of the faculty who represent the University of Virginia at a meeting with the faculty athletic authorities of the University of North Carolina Tuesday, November 23, issued the following statement for public information:

"These representatives went to Chapel Hill for the purpose and the hope of playing the game in accordance with the agreement, and thus perpetuating the ancient and friendly athletic relations between the two institutions. In reply to Virginia's letter of inquiry (November 15), the chairman of the North Carolina faculty committee on athletics wrote (November 19) that he had no knowledge of the rule, said by Virginia to have been enacted by the athletic conference of Southern State universities, nor was any other member of his committee aware of it. He wrote that 'we believed that all of the points covered by the rules of the athletic conference of Southern State universities had been incorporated in our published regulations.' In answer to this letter, Virginia wired (November 20) that 'at a meeting of the athletic conference of Southern State universities, January, 1916, the following amendment to rule 5 was unanimously adopted to go into effect September, 1917:

"If a student has participated in either any intercollegiate football or baseball contest he shall not be eligible in the same branch of sport at another college his first succeeding season." Virginia's telegram further stated that the North Carolina delegate, the chairman at that time of the North Carolina faculty committee on athletics, at that meeting of the conference, strongly urged the adoption of the amendment. It was further pointed out that the contract for the game contained this clause: 'The eligibility of the players on the Virginia team shall be determined in accordance with the published faculty rules of the University of North Carolina; and the players on both teams shall be eligible under the rules of the athletic conference of Southern State universities.' At the same time Virginia mailed to North Carolina the official record sent to the members of the conference by the secretary shortly after the meeting. In response the North Carolina chairman wired (November 21) as follows: 'Your enclosure first copy changes in regulations ever seen by us. Three members (of present committee (were) on committee January, 1916. No evidence changes ever officially considered or adopted at Carolina. Signed

contract to play under rules as confirmed by our faculty. Could not sign contract to play under rule 1 never heard of. Under circumstances committee reaffirms decision Johnson should be and is eligible to play.' At the meeting with the North Carolina as trustees (Chapel Hill, November 22), the chairman repeated these statements in substance, and added that he did not know why his predecessor as chairman had left no record of the law, which he acknowledged to be a law of the conference, although there was no evidence that North Carolina had ever confirmed it. He stated, moreover, that he regretted that he had not known of it, because he had wanted to debar Mr. Johnson on general principles. He declared furthermore that if he had known of it, he would have regarded it as part of the contract and therefore binding, but that North Carolina was responsible only for what was in his mind at the time he signed the contract.

"Virginia pointed out that since North Carolina now had knowledge of the law, a reversal of their decision seemed to be the appropriate action; that lack of knowledge of the law may explain Mr. Johnson's presence on the North Carolina football team this fall, but cannot excuse his continued presence on the team after the North Carolina authorities came into full possession of the truth about the law; that even the late date on which North Carolina learned about the rule cannot justify the insistence upon the eligibility of Mr. Johnson in violation of the agreement. The contract did not provide that the game should be played under the rules of the conference as confirmed by the North Carolina faculty; on the contrary it stated both teams shall be eligible under the rules of the athletic conference of Southern State universities. There are no reservations in it, Virginia has observed the law ever since the enactment of it. The question is not what was in the mind of one of the signatories to the contract, but what is actually in the contract itself.

"By other members on the North Carolina faculty committee on athletics and by two other professors, not members of the committee, many other arguments were advanced; that it was too late to change; that it would be unfair; that it was contrary to the higher justice; that the psychological effect on the North Carolina team would be bad; that the eligibility clause was ambiguous; that the conference law was ambiguous; that the law was not a law, because three of the five members (Tennessee, South Carolina, and North Carolina) had not observed it; that the conference was defunct; that the contract was a technicality; that when the two contracting parties could not agree, they ought to write a new contract; one member said he had no evidence that

the conference ever had any laws at all; that Carolina had always given way to Virginia in any disputes about Virginia players, etc., etc. In closing the meeting, the president of the University of North Carolina announced that the issue was of such grave importance that he was calling a meeting of the general faculty. While the faculty were in session, the four Virginia delegates were in their room in Pickard's hotel earnestly considering what could be done for the sake of playing the game. We had decided that even if North Carolina reaffirmed the eligibility of Mr. Johnson, but at the same time publicly acknowledged responsibility for the situation, we would play the game. This would have been contrary to the instructions given us, but we believed the University of Virginia would ratify our action by wire in view of the fact that the four of us were in accord, and in view of North Carolina's ignorance of the law until such a late date. We favorably considered that even if North Carolina did not volunteer to make such acknowledgment, in view of the public interest and concern, we ourselves might make the suggestion. Dr. J. Lewis, who was one of our delegation, and is also a loyal alumnus of North Carolina, seemed to us the appropriate intermediary, provided.

"The nature of North Carolina's faculty resolution, however, made it impossible for Virginia to volunteer the contemplated compromise. So far from admitting the validity of the law and assuming responsibility for lack of knowledge of it, the resolution almost completely reverses the position taken by the chairman of the faculty committee on athletics of the University of North Carolina, as outlined above. The resolution (November 22) states that 'the faculty committee on athletics reiterates its willingness and desire to carry out our contract with the University of Virginia exactly as that contract stands.' This seems to us to be in direct conflict with the statements of the chairman, speaking for his committee. Carrying out the contract exactly as it stands cannot be reconciled with the declaration that North Carolina would play under such conference rules only as had been confirmed by the North Carolina faculty, and that North Carolina was responsible only for what was in the mind of the chairman at the time he signed the contract.

"The resolution states secondly that the committee has no evidence that the amendment was ever ratified or considered in effect by a majority of the member institutions (Tennessee, South Carolina and North Carolina) and that three of the five institutions now declare that they have never considered it as a valid rule at these institutions. But, Virginia desires to point out that the amendment to become a law of the conference did not need ratification by the member institutions voting separately. Of course the question of joining the conference and ratifying the 'original resolution' did have to be and were acted on by each institution. This was necessary to become a member of the conference. After becoming members, the official delegates to the conference naturally exercised a legislative function for the conference. Therefore the secretary of the conference properly reported the amendment as 'enacted.' He did not send it to the five institutions as a proposed amendment to be enacted by the institutions voting separately. Moreover, at the 1917 meeting of the conference held at the University of Virginia, at which no North Carolina delegate was present, but the other four members were represented, no complaint or dissatisfaction about the law was expressed. If any delegate found that the action of the 1916 meeting was unacceptable to his institution, the logical and proper time to object to the law was at the next succeeding meeting, 1917. Both South Carolina and Tennessee were present and neither gave any indication whatsoever that those institutions did not regard the law as valid and one to be enforced for games between members of the conference. Moreover, the same North Carolina authority (the former secretary of the conference), whom North Carolina has quoted in support of her contention wired Virginia (November 26) that he 'would consider amendment to article 5 an integral part of conference rules.' North Carolina knew that Georgia plays Virginia under strict adherence to the conference rules and considered them effective since they are embodied in the contract between North Carolina and Virginia. In view of these facts the North Carolina argument about 'a majority of the member institutions' is untenable.

"Tennessee does not deny the validity of the enactment of the amendment. The latest issue of the University of Tennessee catalogue, published April, 1921, states on page 26: 'Inter-collegiate games are played under the rules of the Southern Intercollegiate Athletic association, and of the conference of southern state universities, of which organizations the university is a member.' It is clear, therefore, that all the members of the conference, except North Carolina, now regard the amendment as having been legally enacted.

"It is evident that the North Carolina faculty resolution is a change of point from the stand originally held by the North Carolina chairman. He reiterated that lack of knowledge was the sole reason for his not having enforced the law, and admitted the validity of the law.

"The North Carolina faculty resolution further states that no member of the committee had any knowledge of the law until the chairman of the University of Virginia five days ago. That is not Virginia's fault. The chairman of the faculty committee on

athletics of the University of North Carolina officially represented North Carolina at the 1916 meeting of the athletic conference of southern state universities and vigorously pushed to adoption the very law which North Carolina now repudiates. To have reminded North Carolina of a law for the adoption of which her representative had successfully and earnestly pleaded would have been a presumption on the part of Virginia which might have been justly resented. We solemnly affirm as a matter of fact that no faculty representative of Virginia has ever had the slightest reason to suppose that the representatives of North Carolina were not fully cognizant of the laws under which they contracted to play, until a statement of the North Carolina football coach revealed the unexpected and almost unbelievable truth. Immediately after hearing this, the chairman of the Virginia committee inquired of the chairman of the North Carolina committee as to his intentions in regard to the rule. The very fact that no move was made by Virginia until such official intimation was given that North Carolina was proposing not to abide by the law is sufficient proof of the spirit of confidence with which Virginia regarded the enforcement by the North Carolina authorities of the eligibility laws to which we had naturally bound ourselves by written contract, duly signed.

"Surely the resolution of the general faculty of the University of North Carolina was adopted without full knowledge of the facts and considerations above related. This seems to us a sufficient reason for a reconsideration of the position assumed by the faculty. ALBERT LEFEBVRE, Chairman of the faculty committee on athletics, University of Virginia. "W. A. LAMBETH, "JOHN H. NEFF, "IVEY F. LEWIS"

"CYCLONE MACK" IS VERY ILL AT TARBORO HOSPITAL
(Special to Daily News.)
Spencer, Dec. 1.—Rev. B. F. McLendon, "Cyclone Mack," is in a hospital at Tarboro suffering considerably from nephritis. He is nervous and restless, but hopes and expects to finish a meeting in Tarboro.

A message signed by the evangelist to Mr. P. Stouderire, a Spencer business man, says: "Desperately ill. Pray for me."
This information by wire follows soon after several letters had been received by Spencer persons stating that "Cyclone Mack," who recently held a meeting here, will close his Tarboro meeting Monday night and will come to Spencer to spend the week-end. Thousands of people in this section will be pained to learn of his serious illness and his coming to Spencer is now in doubt.

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This is because the firm conversion of food into vital tissue and nerve cells goes on more rapidly when the physical and mental forces are at rest.

You can't get sound, refreshing sleep if your nerves are agitated with tea or coffee. Both these drinks contain caffeine, which is sometimes very irritating to the brain and nervous system.

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