

Carolina Playmakers

In Three Original Folk Plays

"Reward Offered"

Comedy of mountain characters

—By Jane Toy.

"Trista"

A play of folk superstition

—By Elizabeth Lay.

"Waffles for Breakfast"

A comedy of newly married life

—By Mary T. Yellotte.

At the Play House

Friday and Saturday

Evening

December 2nd and 3rd

All Seats Reserved—Tickets at Eubanks.

ADMISSION: 50c & 75c

Special Music by University Orchestra.

resolutions condemning the cancellation, and on Wednesday they appeared to President Alderman and sent the team to Chapel Hill and play the game, no matter which side was interpreting the contract correctly.

Difference of Opinion

It is not suggested that Dr. Lefevre was not entirely sincere in his statement of what he considered the best interest of those whom he represented. I am merely setting down the fact that these persons, as far as any body can tell from what they have said and done in the last few days, plainly do not hold his opinion.

When the troubled meetings of last Tuesday were over, when the University of North Carolina faculty had adopted a resolution supporting its committee on athletics, and when this resolution had been handed to Dr. Lefevre, he did not send it on to Charlottesville to allow the University of Virginia community to know what stand the University of North Carolina had taken, or what reasons it had given for its stand. He did not, as was learned later from Virginians, telephone or telegraph at once anything about the discussions that had taken place during the day, or what these discussions had brought out, in order to find out if Virginia might possibly modify its position. He simply wired home that the game had been cancelled.

So much for the matter of cancelling the game. I will now review the facts in the dispute, which until now have necessarily been made known only in fragmentary form, as they developed from hour to hour, and which, naturally enough and properly enough, were somewhat lost sight of in the excited questioning as to whether or not the game would be played.

Carolina and Virginia entered into a contract providing for the football games of 1921 and 1922. One clause of this contract stipulated that the eligibility of players at each institution should be determined in accord with the rules published in its catalogue, and also in conformity with the rules of the Athletic Conference of Southern States Universities, commonly spoken of as the A. C. S. S. U. Nine days before Thanksgiving Day a letter from Dr. Lefevre was received here citing an announcement of the A. C. S. S. U. rules, which amendment would bar W. I. Johnson from participation in the Thanksgiving Day game.

According to Dr. Lefevre, a representative of the University of North Carolina, now since departed from Chapel Hill to live in New York, attended the meeting of delegates in 1916, at which the amendment was adopted. Dr. Lefevre's statement as to this is not disputed. There is no evidence of it on record here, but all information obtained tends to show that it is true. The amendment, though adopted in 1916, was not to go into effect until 1917. The war came on. Intercollegiate athletics were forgotten. The secretary of the meeting at which the amendment was adopted never sent any record of it to the University of North Carolina, or if he did nobody ever knew anything about it.

After the letter from the University of Virginia had been received here a few days ago, and when this gentleman, Mr. Coleman, the representative of the University of South Carolina, was appealed to for information, he telegraphed that, in leaving hurriedly for the war he had failed to turn any papers over to a successor. And he added that at South Carolina they had never observed the amendment. The representative of the University of Tennessee also telegraphed that the institution had never considered itself bound by the amendment. These two institutions, with North Carolina, make up a majority of the five members of the old A. C. S. S. U., the other two being Virginia and Georgia. Thus, according to the best information that North Carolina could get, in the short time available, the amendment had never been ratified and become a valid and effective rule of the organization.

Considered Johnson's Case

This season the Carolina faculty committee had considered the case of Johnson at the beginning of the season. Some members of the committee were frankly desirous of disqualifying him, because he had played at another institution last fall. But it was found that there was no rule under which he could be ruled out. He had measured up to the standards of scholarship laid down. So he was declared eligible.

He played openly in all the games this season. The question then arises why was not the attention of the North Carolina committee called to the case earlier. To this Dr. Lefevre's reply is "We had a plain contract with you, in which it was stipulated that you would abide by the rules of A. C. S. S. U. We knew this amendment had been adopted. We assumed of course that you knew it. If you didn't know it was your fault, not ours. Johnson might play in other games because there was no rule of yours to prevent him from playing in them, but your contract with us did explicitly disqualify him from the Carolina-Virginia game."

The North Carolina faculty committee for many years has steadfastly refused to accede to the suggestion, sometimes advanced, that it sanction one set of eligibility rules for contests with some colleges, and another set for contests with other colleges. This has been a fixed policy and has often been announced. Until Dr. Lefevre made the statement that he assumed Carolina was qualifying its men to play against State College, Maryland, V. M. I. and Davidson by rules different from those laid down for the Virginia game, it was considered incredible here that anybody so familiar with the athletic policies of Virginia's competitors, and who had been in such frequent communication with the University of North Carolina athletic authorities, should be under the impression that North Carolina had a double eligibility standard. But that was what he thought.

It must be held constantly in mind that the lateness of the protest about Johnson is held to be a crucial consideration in the episode. Held so not only by North Carolinians but by all the Virginians who have discussed the matter here. I have had this made plain by many of them who have talked to me, and the published accounts of their attitude confirms it. The Virginia faculty committee's spokesman said that it was of course unfortunate, but that none the less it did not relieve North Carolina of the obligation of observing the amendment which barred Johnson.

North Carolina held that when Virginia made such an eleventh hour protest the burden of proof was on Virginia to show that the amendment had been ratified and was an effective and valid rule of the conference; that she, North Carolina, had made what efforts she could to find out, and that two of the institutions, making with herself a majority of the five members, had notified her that the amendment was not considered an effective and valid rule at these institutions. Since she had entered into the contract in perfect good faith, and still believed she was keeping it, she could not with justice disqualify the player in question.

Here may be taken into consideration a point that has been made in some, though not many, quarters. It is that Carolina, when Virginia demanded that Johnson should not play, might have said, in order to save the game: "Very well, since you think he ought not to play, even though we believe he is eligible, even though he has measured up to our eligibility rules and the team has been built up largely around him—since you protest him we will yield to your interpretation and eliminate him."

Other Obligations.

The answer made to that here is this: The faculty committee has other obligations, which certainly do exist, which should not be violated in order to observe this one which

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FACTS ABOUT GRIDIRON DISPUTE EXPLAINED BY UNIVERSITY PROFESSOR

(Continued from Page 1)

There should be no misunderstanding on one point. The Virginia team, students and alumni, in taking their stand, did not thereby surrender or change their opinion on the original point at issue. Most of them consider their interpretation of the contract between the universities the correct interpretation, just as Carolina considers its own interpretation the right one. But they have absolutely repudiated their nominating persons on the faculty committee leadership on the question that, as far as the public is concerned, was the main question, that is, the calling off of the game at the last minute because Carolina declined to take the Virginia view of the contract and disqualifying one of its players.

I am not giving here merely the Chapel Hill point of view on this matter. There were many hundreds of Virginians here Thursday, and they talked with the utmost freedom about the episode. Almost with one accord they agreed that the original argument about the meaning of a certain clause in the contract had been made a secondary matter by the action of the Virginia committee on cancelling the game because Carolina would not rule Johnson off. Regardless of which side was right in interpreting the agreement, they branded the cancellation as indefensible. I talked with a number of Virginia students about the affair, and friends of mine have told me of their conversations with Virginia alumni, some of these being prominent citizens of Virginia and influential in their alumni organization. Among them all, students, and alumni, opinion on this point was about solid.

Not Fixing Responsibility.

It is not the part of North Carolinians to fix the individual responsibility for the Virginia committee's action. We here would not undertake to do so, not having complete knowledge of what goes on at Charlottesville. But we don't have to. The Virginians do it for us, and do not mind doing it openly.

They charge the cancellation of the game—or, as it happily has to be described now, the attempted cancellation—as Carolina considers to the leadership of Doctors Lambeth and Lefevre.

One point put forward with much emphasis by Lefevre, in the discussions here on Tuesday, was that he was not acting as an individual in his purpose to consider the game cancelled if North Carolina refused to take his view of the meaning of the contract, but as trustee for others whose interests he was bound to protect—meaning the Virginia students and alumni.

He was asked: "Suppose you are right in your interpretation of what we should do? We don't admit that you are, but suppose that you were? Do you not think that it would be the sportsmanlike thing to do, considering that you did not lodge your protest until such a short time before the game, and considering that we entered into the contract in perfect good faith, and in view of the fact that the established agreement between the two institutions is that the faculty of each institution should have the final word as to the eligibility of the players, don't you think it would be the sportsmanlike thing to do to allow us to play Johnson and to go ahead and play the game under that circumstance?"

To this he replied, in effect: "If it were only a case of me as an individual, I would be inclined to do what you suggest. But I am acting for others, and I must consider their interests. For me to follow the course you suggest would be to do those whom I represent a grave injury."

Now we have, from those whom he and Dr. Lambeth represented, their judgment as to whether he represented them as they would have him do. It is plain that he put a far lower estimate upon their spirit than they were willing to accept, for no sooner had his decision been made than the student body at Charlottesville held a mass meeting and voted that the game be played—be played, in the words of the telegram sent to Captain Lowe of Carolina by Captain Rinehart of Virginia, "Johnson or no Johnson, preferably Johnson." At the same time or a few hours later, the Virginia alumni in Richmond were meeting and adopting

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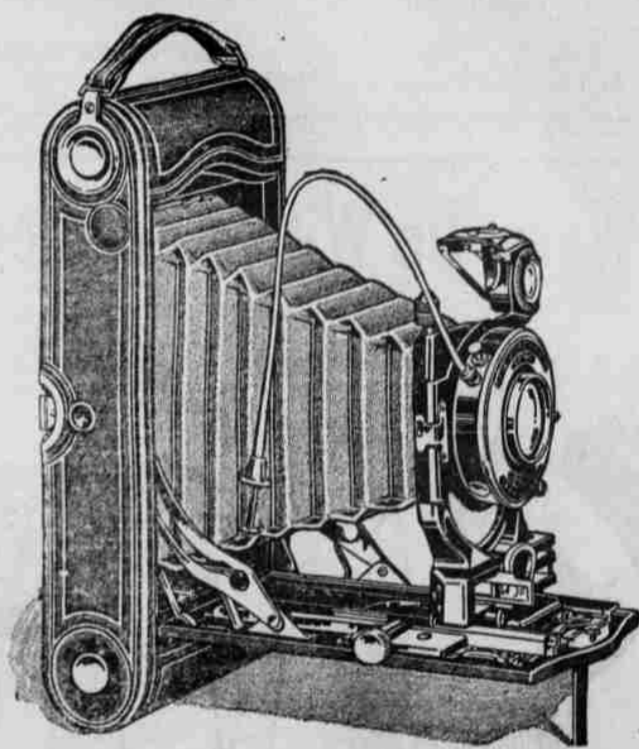
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