GCSAA, McLoughlin settlement resolved

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and just let go of the McLoughlin suit — one of the GCSAA's biggest — in recent years — Ochs added.

"Certainly with any major piece of litigation, it gives one a comfort level to have yesterday's business done."

He said "under no circumstances" would GCSAA members be assessed to help pay the bill, adding that "a substantial amount of insurance company money went into this (to pay) for the judgment."

For his part, McLoughlin said: "It's not a question of being pleased it's over. I'm primarily pleased because of the results which totally exonerate me and other good staff members at GCSAA at the time."

In his post-trial ruling on GCSAA's appeal of the verdict, Judge Rogers reaffirmed the jury's judgment.

"In sum, we find there was evidence to support the jury's finding of malice in connection with the verdict upon plaintiff's libel claim."

Schilling did not return phone calls regarding the case.

President James Timmerman, who designed the other two courses, has already begun the design for the 18-hole course.

Like The Marsh and Creekside, the new course will complement the natural features of the Bonita Bay property.

A wetlands slough will frame many of the new holes and a few may have views of Estero Bay.

"There will be a nice balance of lengths among the course," said Hills.

BONITA BAY, Fla. — Bonita Bay plans to offer its members 54 holes of golf, building its reputation along with Bay Island, a third championship golf course built using nine holes of the existing Marsh course.

The Marsh, opened in January 1985, will be split, with nine new holes added to the back nine to create Bay Island, and nine new front holes built to recreate The Marsh.

Construction of the new course should begin in the spring of 1993, and Arthur Hills, who designed the other two courses, has already begun the design for the 18-hole course.

The judge said GCSAA witness acknowledged that a deposition on McLoughlin's financial leadership was misquoted, and added:

"There was sufficient evidence for the jury to infer that the misquotation was recklessly or intentionally made, instead of being the result of negligence."

Rogers also mentioned three statements the GCSAA attorney submitted to the jury asserting that McLoughlin had checked written to himself for travel expenses were untrue, and that McLoughlin had himself removed records from the headquarters.

But the judge said this statement "came from information supplied by John Schilling."

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"This information came from information supplied by John Schilling."

Rogers went on to say Schilling gave this information to President James Timmerman, knowing Timmerman would recreate The Marsh.

The judge found several statements in the letter libelous, ac-