of 70 years. One thing remains constant, however: Beaver Tail occupies a stunning corner of Jamestown Island with spectacular views of Narragansett Bay and Rhode Island Sound lapping against it. The original 18-hole course was opened for private play in 1926 — very private play. In fact, Tillinghast designed Beaver Tail for one man, owner Audley Clarke, on whose estate it was built.

Shortly after he christened the course, however, Clarke started leasing it to various management companies, who could never make it profitable. At that time, Jamestown Island was accessible only by ferry, and the Depression era didn’t help matters.

Nine holes were eventually sold for housing and, when Clarke died in the 1940s, the situation went from bad to worse, culminating in the complete abandonment of the course operation in 1947.

There it stood, dormant and overgrown, until the early 1970s when a distant relative of Clarke’s, Robert Munro Clarke, became intrigued by this course in hibernation. Clarke the younger was a golfer and owns only 18 acres of the former course. Yet he decided the nine remaining holes could be restored to profitably serve the Newport summer crowd.

Then he discovered it was a Tillinghast original and lighthubs went off in his head.

Steve Smyers was retained to design a new nine to accompany the Tillinghast nine, while Clarke set about securing enough land. He couldn’t do it. As it turned out, neither could Abrams and Senior Tour Development.

**Phillips comment**

Continued from page 12

tion tourney reaches the man on the street, while the firm’s backing of the GCSEA’s Environmental Steward Award is designed to create positive vibes in the turf market. There is new leadership here, as well. Senior Vice President Michael Walther has succeeded Dick Phillips, who was head of the Professional Business Group.

• Then there’s the new kid on the block: United Horticultural Supply (UHS). This Arizona, Ore.-based firm has been around for a long time, but it has thrust itself into the fertilizer fray with its new temperature-sensitive, controlled-release product, ESN. “It’s been going real well,” reports Fertilizer Product Manager John Andersons, “but we feel we still have a long way to go. Even the researchers need to better understand these technologies.”

These aren’t the only firms fighting for a piece of the fertilizer pie (a less-than-appetizing but apt metaphor for the growing importance fertilizer has in this, the heyday of IPM). There’s Lebanon Chemical Corp., which has taken the same route as Scott, supplementing its strong product line with sponsorship of the GCSEA’s Environmental General Sessions. Miller Chemical Corp., along with its sister company, Haifa Corp., are now the largest producers of potassium nitrate in the world, providing significant backing to its coated KNO3 product, Multicote. When you add the strong and growing regional presences of The Andersons and Terra Products, it’s hard to imagine anyone can earn the market share they seek.

Consolidation, anyone?
November


A — Georgia GCSA Annual Meeting at Jekyll Island. Contact Karen White at 706-709-2976.

7-9 — Penn State Golf Conference in State College, Pa. Contact Dr. Peter Landschoot at 814-863-3475.

7-10 — Turf and Grounds Exhibition at Rochester, N.Y. Contact 703-573-1913.

9 — Impact of Golf Business Symposium in Myrtle Beach, S.C. Contact the University of South Carolina Department of Sport Administration at 803-777-4900.

9-10 — Golf Course Expo in Orlando, Fla. Contact Golf Course News Conference Group at 703-846-0600.

9-11 — 1st International Hong Kong & China Golf Exhibition and Conference in Hong Kong. Contact Golf Media Group at (+61 9) 322 3222.


14-16 — Regional Turf Foundation Turfgrass and Ornamental Seminar in Fayetteville, N.C. Contact 317-494-8039.

16-18 — Tree Care Industry Exposition '95 in Indianapolis. Contact National Arbors Council at 800-733-2922.

20 — The Alliance for Environmental Concerns Annual Environmental Seminar in Bedminster, N.J. Contact Ilona Gray at 908-828-6900.

December

7-9 — Kansas Turfgrass Conference at Kansas Expocentre, Topeka. Contact Cliff Dipman at 913-539-4053.

5-8 — Ohio Turfgrass Foundation Conference and Show in Columbus, Ohio. Contact 614-781-8530.

8-10 — Mid-South Turf and Grounds Conference and Show in Memphis. Contact Scott Turtinen at 612-473-0557.

8-9 — Rocky Mountain Regional Turfgrass Conference and Trade Show in Denver. Contact Julla Marie at 303-688-3440.

12-14 — Georgia Turfgrass Conference and Show in Atlanta. Contact 404-975-4123.

* For more information contact the GCSAA Education Office at 913-832-4430.

Legal Corner

Continued from page 13

Oregon Supreme Court opinion had previously held that "agreements to exonerate a party from liability or to limit the extent of the party's liability for tortious conduct are not favorites of the courts."

The Oregon Supreme Court has held that such exculpatory clauses in release forms are valid only if they are limited to ordinary negligence.

Generally, state law prohibits any type of insurance or indemnification for intentional acts. Only twice, the principle holds, persons could plan an attach on a person and then purchase insurance, or get a release, that would protect them from responsibility for their intentional and wrongful conduct.

The federal court of appeal had little difficulty concluding that the overreaching release included the possibility of exonerating Mt. Bachelor from intentional

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LEGAL CORNER

Continued from previous page

and grossly negligent conduct, in violation of public policy. In a somewhat technical, but crucial aspect of the agreement, the court’s decision to throw out the entire release turned on common contract clause that was missing from this particular release agreement.

Contracts often contain what attorneys refer to as a “severability” clause. Such a clause states that if one provision of the contract is determined to be invalid, it may be severed, and the rest of the contract will be enforced while invalid provisions are struck down. A brief review of existing release forms to assure they are not overreaching and contain the appropriate "severability" clause could avoid costly trials in the future.