

J. PRESS MAXWELL

GOLF COURSE CONSTRUCTION COMPANY

Designer and Builder of Fine Golf Courses

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The evidence went into more detail, but the plaintiff's evidence together with permissible inferences, made a submissible case for the jury as to whether the contract between the parties had been modified by an executed oral agreement. The jury having found that the contract had not been modified, the Supreme Court refused to disturb its finding.

Difficult to Prove

The defendant country club also contended that the liquidated damages provision of the contract was insufficient of itself to sustain the \$3,000 liquidated damages portion of the verdict. Again the Supreme Court disagreed with the plaintiff's contention.

It said in part: "The contract here was for the rendition of personal services by the plaintiff. The courts have, in many instances, construed specific amounts for breach of employment contracts as liquidated damages because the damage that a breach would cause would be uncertain and difficult of proof. (Citations) There may be different degrees of nonperformance and injury may result in varying amounts. (Citations)"

"There would be much less time for which the defendant would be liable if a breach occurred near the end of the term of the contract than if there was a total breach. To this end the parties agreed to graduate the amount payable according to the extent of nonperformance. The amount payable was \$8,000 'less the sum of \$800 for each year' that plaintiff was engaged before breach in performance of the contract and the amount recover-

able was not disproportionate to the actual damages which might result from failure to perform."

The Supreme Court affirmed the judgment of the trial court in the full amount awarded to the plaintiff by the jury. (Anderson v. Cactus Heights CC, 125 N.W. 2d 491.)

Florida Turf-Grass Show Set for April 30-May 2

The third annual Florida Turf-Grass trade show will begin activities with tours and demonstrations of turf machinery at the Plantation Field Laboratory in Ft. Lauderdale, April 30. The indoor meeting will be held and displays set up in the Hotel Seville in Miami Beach through May 2. The Florida Society of Golf Supts. has scheduled its meeting for May 1. During the general sessions topics will be "Selling Yourself," "Banking Services for the Small Business," "Workmens' Compensation and You" and "Wage-Hour Legislation and the Small Businessman." On May 2, displays at the Seville will be open to the general public.

Big Prizes for Ladies PGA

At the end of March, the Ladies PGA had eight events lined up for its summer schedule. They offer \$77,500 in prizes. With the spring tourneys included, the Ladies PGA will have \$188,000 riding in its April-August schedule.

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