

01-2017-0D
CARL A. BELIN, JR. et al -vs- INTERGOLF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. : COMPLAINT
INTERGOLF, :
Defendant :

Filed on Behalf of:
Plaintiffs

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED

DEC 18 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - - C.D.
Plaintiffs :
vs. :
INTERGOLF, :
Defendant :

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

(814) 765-2641 Ex 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - - C.D.
Plaintiffs :
vs. :
INTERGOLF, :
Defendant :

COMPLAINT

AND NOW comes Plaintiffs Carl A. Belin, Jr., Carol A. Belin, David G. Gallaher and Jean H. Gallaher, by and through their attorneys, Belin & Kubista, and files the following complaint against InterGolf, and in support thereof aver as follows:

1. Plaintiffs Carl A. Belin, Jr. and Carol A. Belin are individuals who reside at 318 West Market Street, Clearfield, Clearfield County, Pennsylvania 16830 ("Belin").

2. Plaintiffs David G. Gallaher and Jean H. Gallaher are individuals who reside at RR #3, Box 172, Clearfield, Clearfield County, Pennsylvania 16830 ("Gallaher").

3. InterGolf is a business entity believed to be a corporation with a place of business at 8302 Dunwoody Place, Suite 305, Atlanta, Georgia 30350-3351 ("InterGolf").

4. That InterGolf does business in Pennsylvania.

5. That Belin and Gallaher contracted with InterGolf to schedule a trip to Spain and Portugal which was to commence on October 8, 2001 and terminate October 24, 2001.

6. That InterGolf arranged the vacation with the various hotels and golf courses in Spain and Portugal during this period of time.

7. That the charge for the trip was Nine Thousand Eight Hundred (\$9,800.00) Dollars per couple.

8. That following the terrorist attack in New York on September 11, 2001, Belin, on behalf of Belin and Gallaher, contacted InterGolf to advise them that the U.S. State Department was warning Americans of the dangers involved in travelling abroad and included Spain with the area that was considered a danger for travelers.

9. That Belin contacted InterGolf immediately after the September 11, 2001 incident and advised it that due to the dangers of the trip that the parties desired to cancel the trip.

10. That as a result of the contact by Belin, InterGolf personnel advised him that they had contacted all of the hotels and golf courses and had been advised that the accommodations

that had been reserved would be cancelled without cost to InterGolf or Belin and Gallaher.

11. That following numerous phone calls, Belin wrote and cancelled the trip in writing and requested to be repaid for the amounts paid to InterGolf for said trip.

12. That InterGolf paid to Belin and Gallaher the sum of Four Thousand Nine Hundred (\$4,900.00) Dollars for each couple leaving a balance due of Four Thousand Nine Hundred (\$4,900.00) Dollars per couple on said trip.

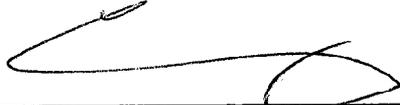
13. That Belin has demanded on behalf of Belin and Gallaher that InterGolf repay the Four Thousand Nine Hundred (\$4,900.00) Dollars per couple which was paid by Belin and Gallaher for said trip which InterGolf has refused to pay.

WHEREFORE, Belin and Gallaher herein demand that judgment be entered against InterGolf in favor of Belin for Four Thousand Nine Hundred (\$4,900.00) Dollars, and in favor of Gallaher for Four Thousand Nine Hundred (\$4,900.00) Dollars.

RESPECTFULLY SUBMITTED,

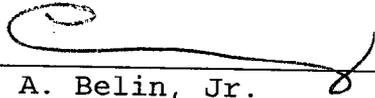
BELIN & KUBISTA

By

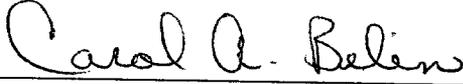

Carl A. Belin, Jr., Esq.

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Before me the undersigned officer, personally appeared Carl A. Belin, Jr. and Carol A. Belin, who being duly sworn according to law, depose and say that the facts set forth in the foregoing Complaint are true and correct to the best of their knowledge, information and belief.



Carl A. Belin, Jr.



Carol A. Belin

Sworn and subscribed before me this 11th day of December, 2001.



Notary Public

NOTARIAL SEAL
SUSAN M. HARTZFELD, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD COUNTY
MY COMMISSION EXPIRES AUGUST 16, 2005

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Before me the undersigned officer, personally appeared David G. Gallaher and Jean H. Gallaher, who being duly sworn according to law, depose and say that the facts set forth in the foregoing Complaint are true and correct to the best of their knowledge, information and belief.

David G. Gallaher
David G. Gallaher

Jean H. Gallaher
Jean H. Gallaher

Sworn and subscribed before me this 17th day of December, 2001.

Susan M. Hartzfeld
Notary Public

NOTARIAL SEAL
SUSAN M. HARTZFELD, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD COUNTY
MY COMMISSION EXPIRES AUGUST 16, 2005

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

FILED

DEC 18 2001

William A. Shaw
Prothonotary

Belin pd
\$80.00

Sec atty. Belin

Arb-104-02

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA

CARL A. BELIN
1901-1997
AREA CODE 814
TELEPHONE 765-8972
TELECOPIER (814) 765-9893

September 6, 2002

Marcy Kelley
Deputy Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

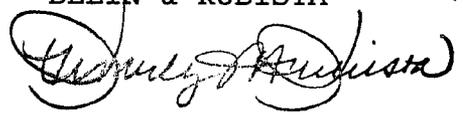
In re: Carl A. Belin, Jr., and Carol A. Belin, and
David G. Gallaher and Jean H. Gallaher v.
InterGolf No. 01-2017-CD

Dear Marcy:

Enclosed find copy of Pre-Trial Memorandum filed in the
above-captioned action.

Very truly yours,

BELIN & KUBISTA



Kimberly M. Kubista

CABjr:smh

Enclosure

cc: R. Denning Gearhart, Esquire, w/enclosure
Peter F. Smith, Esquire, w/enclosure
Blaise Ferraraccio, Esquire, w/enclosure
Mr. and Mrs. David Gallaher, w/enclosure

RECEIVED

SEP 06 2002

COURT ADMINISTRATOR'S
OFFICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. : PRE-TRIAL MEMORANDUM
INTERGOLF, :
Defendant :

Filed on Behalf of:
Plaintiffs

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805
Kimberly M. Kubista, Esquire
PA I.D. #52782

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

RECEIVED

SEP 06 2002

**COURT ADMINISTRATOR'S
OFFICE**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
INTERGOLF, :
Defendant :

PRE-TRIAL MEMORANDUM

A. Carl A. Belin, Jr., and Carol A. Belin ("Belin"), and David G. Gallaher and Jean H. Gallaher ("Gallaher") entered into an agreement with InterGolf, a travel agent, for a trip to play golf in Spain and Portugal from October 8, 2001 through October 24, 2001. The total cost of the trip was \$9,800.00 for each couple.

After the terrorist attack on September 11, 2001, air travel was suspended. Belin called Intergolf and was directed to William Lavinder. Belin advised Lavinder that the Belins and Gallahers desired to cancel the trip because of the nearness to Arab countries and the Arabs living in southern Spain and Portugal.

Lavinder indicated he would contact the hotels, golf courses, etc., to see if the trip could be cancelled. He indicated in a later phone call that he had cancelled the trip at no cost and that the vendors were cooperative due to the international crisis that existed. Belin was able to cancel all the air travel connected with the trip at no cost for the continental connections.

Belin then called Lavinder to arrange for a refund of the monies for the trip. Lavinder had assured Belin the refund "was in the works." After several calls, Belin was referred to Shona Inglis of Perry Golf. Ms. Inglis offered Belin a trip to Ireland on October 1, 2001, which Belin rejected. After correspondence, Intergolf refunded fifty (50%) percent of the trip but has refused to refund the balance.

B. No statutes apply.

In this case, the contract was printed forms of InterGolf. The contract constituted a contract of adhesion: "an agreement where one of the parties, in order to gain the benefit he desires, agrees to 'adhere' to the other provisions therein contained which may be unfair to him." *Fontana v. Miller*, 116

PLJ 422 (1968). Under such circumstances, the contract should be construed against InterGolf:

"Finally, a form lease will be construed against the party who designed it in order to protect the reasonable expectations of the adhering party." (citations omitted)

Fleetway Leasing Co. v. Wright, 697 A.2d 1000, 1002 (Pa. 1997).

This is consistent with the principle that the construction should be reasonable to the parties involved:

"In construing a contract, the intention of the parties is paramount and the court will adopt an interpretation which under all circumstances ascribes the most reasonable, probable, and natural conduct of the parties, bearing in mind the objects manifestly to be accomplished."

Stein Revocable Trust v. General Felt, 749 A.2d 978, 980 (Pa.Super. 2000).

A construction should be followed that is consistent with good faith and fair dealing:

"Every contract in Pennsylvania imposes on each party a duty of good faith and fair dealing in its performance and its enforcement. *Kaplan v. Cablevision of Pa., Inc.*, 448 Pa.Super. 306, 671 A.2d 716, 722 (1996), appeal denied, 546 Pa. 645, 683 A.2d 883 (1996), citing inter alia, *Somers v. Somers*, 418 Pa.Super. 131, 613 A.2d 1211, 1213 (1992), appeal denied, 533 Pa. 652, 624 A.2d 111 (1993). Good faith has been defined as 'honesty in fact in the conduct

or transaction concerned.' Kaplan, 671 A.2d
at 722.

Donahue v. Federal Exp. Corp., 753 A.2d 238, 242, (Pa.Super.
2000).

Under the circumstances, the construction that InterGolf
cancelled the contract by canceling all the reservations of the
hotels and golf courses at no cost should require the repayment
of the monies due Belin.

C. Witnesses:

David G. Gallaher

Carl A. Belin, Jr.

D. See exhibits attached that may be presented at the
arbitration:

Centre Daily Times Article in September 30, 2001 edition

Letter dated September 26, 2001 from Shona Inglis to Belin
Letter dated September 26, 2001 from Belin to Shona Inglis
Letter dated September 27, 2001 from Shona Inglis to Belin
Letter dated September 28, 2001 from Belin to Shona Inglis
Letter dated October 1, 2001 from Shona Inglis to Belin
Letter dated October 2, 2001 from Belin to Shona Inglis
Letter dated October 2, 2002 from Shona Inglis to Belin
Letter dated October 3, 2001 from Belin to Shona Inglis
Letter dated October 8, 2001 from Belin to Shona Inglis
Letter dated October 8, 2001 from Belin to Congressman Shuster
Letter dated October 25, 2001 from Congressman Shuster to Shona
Inglis

Belin Invoice InterGolf February 13, 2001
Belin Sales Draft dated February 13, 2001 for \$1,200.00

Belin American Express Account Summary February 19, 2001
Belin American Express Account Summary September 19, 2001
Belin American Express Account Summary October 20, 2001
Belin American Express Account Summary November 19, 2001

Gallaher Invoice InterGolf February 13, 2001
Gallaher Sales Draft dated February 13, 2001 for \$1,200.00
Gallaher Bank of America Visa Account Information September 6,
2001

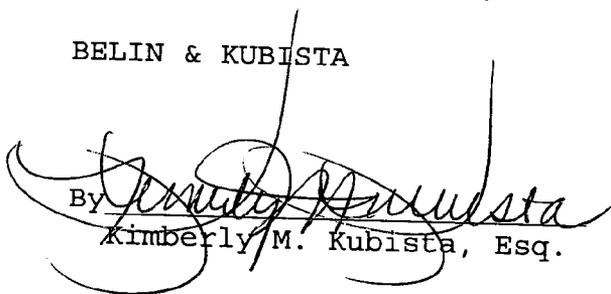
Cellular One Account Information October 3, 2001 through
November 2, 2001

Phone accounting for period September 22, 2001 through October
21, 2001, page 5 and 6

InterGolf schedule dated October 8, 2001
Fax transmission of InterGolf dated October 11, 2000
Fax transmission of InterGolf dated October 27, 2000
Fax transmission of InterGolf dated November 28, 2000.

RESPECTFULLY SUBMITTED,

BELIN & KUBISTA

By 
Kimberly M. Kubista, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
INTERGOLF, :
Defendant :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a true and correct copy of Plaintiffs' Pre-Trial Memorandum in the above-captioned matter to the following parties by postage prepaid United States mail on the 6th day of September, 2002:

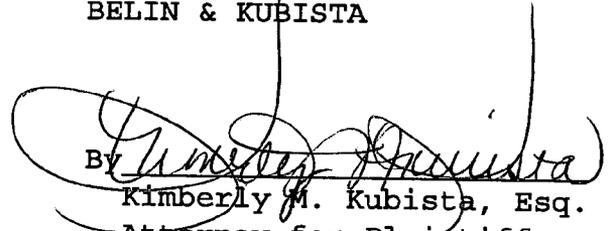
Kandice J. Kerwin, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

R. Denning Gearhart, Esquire
215 East Locust Street
Clearfield, PA 16830

Peter F. Smith, Esquire
30 South Second Street
P.O. Box 130
Clearfield, PA 16830

Blaise J. Ferraraccio, Esquire
301 East Pine Street
Clearfield, PA 16830

BELIN & KUBISTA

BY 
Kimberly M. Kubista, Esq.
Attorney for Plaintiffs

CENTRAL DAILY TIMES

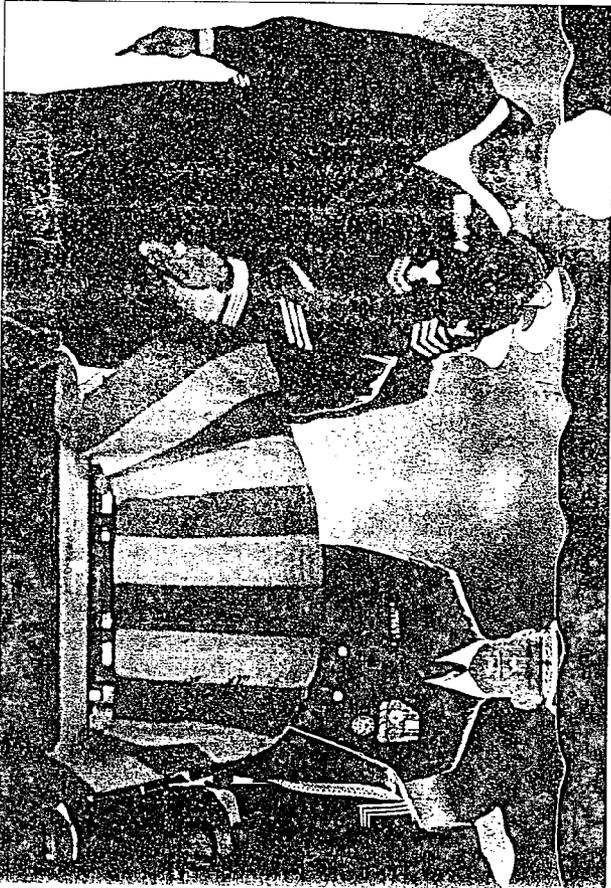
Sunday September 30, 2001 \$1.25

HAWKEYES SOAR OVER LIONS

Penn State remains with
after 24-18 loss at Io



Friends, family bid tearful farewell to area victim of Pentagon attack



CHP photo.

Rear Adm. Richard B. Porterfield, director of Naval Intelligence, participates in the military graveside services for Navy Lt. Jonas Panik at Contra Costa County Memorial Park on Saturday. Panik was killed in the Sept. 11 terrorist attack on the Pentagon.

**Navy offers final salute
to fallen American hero**

By Michael C. Sweeney
msweeney@centgaily.com
ELLENFONTE —
U.S. Navy Lt. Jonas Panik's sister, Martha

Rear Adm. Richard B. Porterfield,
director of Naval Intelligence

"His finest testimony is not
in the words we speak, but
in the way he led his life —
on watch with his ship-
mates right to the end."

Porterfield said later that Panik
was preparing an intelligence briefing
chief of naval operations about the
weather that morning on the World T

Plots to kill Americans abroad discovered

By Martin Mercer and Jonathan S. Landay
Knight Rider Newspapers

WASHINGTON — The State Department issued a worldwide travel alert for Americans after discovering that extremists in nine countries might be preparing to kidnap or kill American and British civilians in response to expected U.S. retaliatory strikes against terrorists, Knight Rider learned Saturday.

The hottest plot, U.S. intelligence officials said, was uncovered by Indonesian authorities who reported that a radical Muslim group planned to invade two upscale neighborhoods in the capital of Jakarta and seize large numbers of Americans and Britons as hostages if the United States or Great Britain attacked Afghanistan.

INSIDE: The al-farshs, who requested anonymously, told Knight Rider that the worldwide caution issued Friday by the State Department was based on reports from the Central Intelligence Agency, the National Security Agency and foreign intelligence services.

According to the reports, suspected allies of terrorist leader Osama bin Laden have been casing hotels favored by Westerners. In some cases, officials said, extremists asked desk clerks and other hotel employees if any Americans were registered there.

Plans for possible attacks against Americans and other Westerners also were reported in the Malaysian capital of Kuala Lumpur, the southern Philippine island of Mindanao, the Bangladeshi capital of Dhaka, Tajikistan, Uzbekistan, Pakistan, Georgia — the former Soviet republic — and Bahrain, the U.S. military headquarters in the Persian Gulf, the officials said.

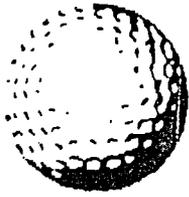
With more than 300 aircraft, 30 warships and nearly 30,000 troops now focused on Afghanistan, the United States is ready to begin military action against bin Laden and his Afghan hosts as soon as President Bush decides to act, according to senior U.S. officials.

See Plans, Page A3

Sep 26 01:01:22p

(770) 518-1272

P. 1



InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

MR CARL BELIN

September 26, 2001

Dear Mr Belin

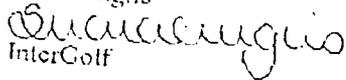
I have attached a copy of our Company policy and this really sets out our position regarding the way in which we are trying to fairly and appropriately deal with these exceptional circumstances, and give Clients (such as yourself who earlier chose NOT to take out Travelers Insurance permitting them to cancel) who prefer not to travel at this difficult time the ability to do so without incurring our cancellation fees. This policy that we adopted has been seen as fair by all other Clients who have chosen to take this rescheduling option and we do still have a number of Clients who are traveling.

On our reservation form, which you read, signed and initialed has our cancellation policies - which at 59-21 days before departure would be 50%, this is of course on offer to you. The same form you signed and initialed to decline the Travelers Insurance offered. Most airlines and tour Companies have already returned to exercising normal trading and cancellation conditions.

Please read the policy below and I will be in touch later in the day.

Yours sincerely,

Shona Inglis



InterGolf

678 323 1340

INTERGOLF - RESERVATION FORM

PLEASE NOTE: THE INFORMATION REQUESTED IN THIS FORM MUST BE COMPLETED FOR EACH TRAVELLER. NO FINAL DOCUMENTS WILL BE SENT UNLESS THIS FORM IS RECEIVED BY INTERGOLF.

ROOM	MR MRS MISS	FULL NAME AS APPEARING ON PASSPORT	GOLFER? YES / NO	IF GOLFER HANDICAP	SMOKING YES / NO	CADDIES YES / NO	GOLF CARTS YES / NO <small>(FOR TOURS REQUIRING CARTS)</small>	HOME GOLF CLUB
1	MR	CARL A BELIN JR	Yes	24	No	/	Yes	Clearfield
2	MRS	Carol A BELIN	Yes	28	No	/	Yes	Clearfield
3						/		
4						/		

Tour Cost. InterGolf land programs are as priced in the brochure. A \$25.00 discount is offered on published prices for land tours, if the tour is purchased in conjunction with a intercontinental airline ticket, used by InterGolf for travel on selected air carriers. *Air inclusive programs not applicable*

Deposit and final payment : In order to hold land arrangements, a deposit of \$600.00 per person is required at the time reservations are requested. The balance of the total cost is due 60 days prior to travel. The total price of the tour is not guaranteed until payment in full has been received by InterGolf. InterGolf accepts payment by MasterCard, Visa, personal check and money order.

Changes : An administrative fee of \$35.00 per change per person will be charged for changes requested by client or travel agent after deposit has been received and confirmation issued. In most cases, changes cannot be made less than 60 days before travel.

Documentation : For U.S. or Canadian citizens, most countries require visitors to have a valid passport, with a few countries also requiring a valid visa. Some destinations, such as Bermuda, Mexico and Canada only require proof of U.S. Citizenship. Citizens of other countries should check with the appropriate

Embassy. On independent tours with a rental car, all drivers must be over 21 years of age and have a valid driver's license. In Ireland there is a maximum driving age of 74 years (65 years on certain categories).

Cancellations : Notification of cancellation must be forwarded in writing to InterGolf. If any trip is cancelled by InterGolf all deposits and payments will be refunded in full. Otherwise cancellation charges will apply to each traveller as follows: **LAND ARRANGEMENTS:** 60 days or more before departure - a charge of \$450.00 will apply; 59 - 21 days before departure a charge of 50% of the total cost; 20 - 6 days before departure a charge of 75% of the total cost; 5 days or less before departure - **NO REFUND. NO REFUND WILL BE MADE FOR UNUSED PORTIONS OF A TOUR.** **AIR TRAVEL:** Applicable airline cancellation penalties will apply.

Caddies / Golf Carts : Caddies/ golf carts may only be requested for the entire duration of a trip, and not for specific individual rounds.

Golf Carts
InterGolf cannot normally guarantee carts (except on tours where they are included), but every effort is made to insure you do have them if they are requested.

Caddies

As a free service to clients, InterGolf will request caddies for you at each golf club. Caddies cannot be guaranteed at any golf course. If you request caddies on your Reservation Form, InterGolf will make a request for Caddies at least one month in advance of your visit. The Golf Clubs make every effort to secure caddies for our clients but caddies are NOT employed either by the golf clubs themselves or by InterGolf. Certain courses offer a greater likelihood of accessing a caddy than others. Please consult with your Golf Travel Specialist with any questions on your selected courses regarding the likelihood of accessing a caddy. In general the demand for caddies at most courses exceeds the availability.

If a caddy is secured for you, the caddy master or another club official will inform you of the caddy charge and tipping policy. As a general guideline, charges range from \$25 - \$60 per bag (including tip). During the summer months High School and College Students are on vacation and are sometimes available at clubs as Bag Carriers. The charge for Bag Carriers range from \$25 - \$30 per bag (including tip). If they are available, Bag Carriers will be booked when Caddies are not secured. Most clubs in the UK and Ireland have pull carts available for hire, again subject to availability. In the event that neither Caddies nor Bag Carriers are

not available you could hire a pull cart, where and/or when available (generally available at all courses), at your own discretion. You must be prepared to carry your golf bag in the event that none of the above are available.

Please check with InterGolf's Atlanta office for detailed information on caddies and carts for each destination.

Golf Handicaps: Many of the golf courses at InterGolf's destinations around the world require visitors to be a member of a recognized golf club and to hold an official handicap (some place certain maximum handicap restrictions - please check with our Atlanta office for complete listings). InterGolf accepts no responsibility for clients being refused golf if they do not meet these requirements. The clubs which require such documentation are not trying to discourage visitors but rather to increase the enjoyment of the true golfer who plays their golf course.

Responsibility: World Golf Vacations, Inc. d.b.a. InterGolf is a Georgia corporation which books travel arrangements for various independent overseas ground operators, each of which is an independent corporation with its own management and is not subject to the control of InterGolf. InterGolf, as the tour operator, and its selling agents act only as agent in securing and booking the hotel accommodations and other land tour services provided by others as independent contractors. InterGolf or the specified air carriers and its selling agents assume and accept no liability for injury, loss, damage, accident, delay or inconvenience caused by any defect in the operation of any vehicle or conveyance or caused by the act, omission, neglect, delay or default of any person engaged in transporting a tour participant or in providing hotel accommodations or other tour services or caused by criminal act of any person or caused by any event which is beyond the reasonable control of InterGolf or the specified air carriers. They reserve the right to cancel a tour if circumstances so require.

If any tour service or its reasonable equivalent is not provided due to events beyond the reasonable control of InterGolf, the company will make an appropriate refund of that portion of the tour price covering the undelivered tour service, but it is understood that InterGolf shall have no other or further responsibility or liability either for the accuracy of any representation or the non provision of any tour services. The responsibility and liability of the specified air carriers respecting their performance of air transportation services are limited by and subject to the conditions of contract in the passenger ticket, the rules contained in tariffs on file with U.S. Department of Transportation (available for inspection on request) and applicable provisions of law and treaty.

InterGolf reserves the right to cancel a tour if circumstances so require. In the event of such, InterGolf will make a full refund to travellers of all payments received in respect of the tour. Such a refund of payments will be the full extent of InterGolf's obligation and liability to travellers. This contract is governed by the laws of the State of Georgia.

Travel Insurance: InterGolf recommends that you have luggage, accident and trip cancellation insurance. InterGolf is not liable for loss, damage or theft of luggage or personal belongings, for personal injury, accident or illness. We have provided you with a brochure for quality travel insurance with this package of information. It is very important that if you wish to avail of the special policy which includes coverage for pre-existing medical conditions your application be postmarked to Travel Insured International within 7 business days of the date of the cover letter accompanying this information package.

I have been offered travel accident, sickness, baggage and trip cancellation insurance from InterGolf through TheTravelers Insurance Company.

I have accepted insurance offered through TheTravelers.

(initial here)

CAF
(initial here)

I have declined insurance offered through TheTravelers.

Departure Date: 10/3/01

Return Date: 10/24/01

Name of individual making reservation:
CARL BELIN

Address:
316 W MARKET CLEARFIELD

9873 BA

Telephone - Office: 814 + 765-8972

Telephone - Home: 814 + 765-8963

I agree on behalf of all persons named on this reservation form to accept the conditions set out herein.

Signature: [Signature]
(This form will be returned if received unsigned.)

Date: 3/7/01

In case of an emergency, please contact:
ROBERT L. SHEARER

Address: 298 W FRONT ST CLEARFIELD

BA

Telephone: 814 + 765-8464

Mail this form to:
InterGolf
Post Office Box 500608
Atlanta, Georgia 31150-0608

* 814 765 8972

BELIN & KUBISTA
ATTORNEYS AT LAW

15 NORTH FRONT STREET
P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA

CARL A. BELIN
1901-1997

AREA CODE 814
TELEPHONE 765-8972
TELECOPIER (814) 765-9893

September 28, 2001

VIA FACSIMILE ONLY 770-518-1272

Ms. Shona Inglis

InterGolf

P.O. Box 500608

Atlanta, GA 31150-0608

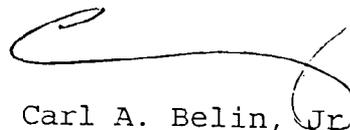
Dear Ms. Inglis:

I talked to our travel agent yesterday and was advised that we had received full cancellation from the airlines for the trip from America to Spain/Portugal and for flights within Spain and Portugal. I believe all the airlines are taking this approach for international travel.

The reason I asked the question as to whether the suppliers had agreed to the cancellation was to find out what loss, if any, InterGolf is going to suffer. Your proposal to retain the monies we paid for a period of twelve (12) months is egregious under the circumstances. We are dealing with a national and international crisis. Southern Europe is habitated by many Arabs - - indeed six were detained in Spain just yesterday. Under such circumstances, nearly all reputable travel agencies are allowing for cancellations. It appears that InterGolf seeks to be "hard-nosed" about this matter as it appears InterGolf will not lose anything on this trip, yet it seeks to hold us captive.

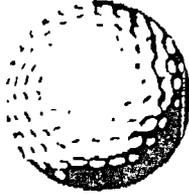
Your position to hold our monies for twelve (12) months is most unreasonable and I believe it is nothing more than an attempt to force us to deal with you under this set of circumstances even though no one could foresee we would be in a crisis that had been described as a "state of war" at the time of our trip. I do not want to engage in further letter writing. Simply give me your final position. If it is not acceptable, we will seek redress in another forum.

Very truly yours,



Carl A. Belin, Jr.

CABjr:smh



InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftavel.com
www.golf.com/travel/InterGolf

MR CARL BELIN
Belin & Kubista
Attorneys at Law
15 North Front Street
PO Box 1
Clearfield
PA 16830

October 1, 2001

Dear Mr. Belin,

I am aware of your concerns regarding travel to the Mediterranean but our company position remains as stated previously. However, in the interest of finding a compromise I am prepared to offer you the opportunity to travel this month on a golf trip to Scotland or Ireland, using your credit. I want to be clear, this offer has potential cost to our company as it is outwith our agreement with suppliers in Spain and Portugal, however I am prepared to absorb said risk in the interest of finding a solution. This offer is made without prejudice to our aforementioned company position.

To avoid any confusion on the matter, if you intend to cancel the trip to Spain and Portugal please confirm same in writing as I do not want to misinterpret your inquires regarding cancellation.

Yours sincerely,

Shona Inglis
InterGolf Vacations

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P.O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN
1901-1997

AREA CODE 814
TELEPHONE 765-8972
TELECOPIER (814) 765-9893

October 2, 2001

VIA FACSIMILE ONLY 770-518-1272 AND VIA US FIRST CLASS MAIL

Ms. Shona Inglis
InterGolf
P.O. Box 500608
Atlanta, GA 31150-0608

Dear Ms. Inglis:

In reply to your October 1, 2001 letter and further to confirm the numerous telephone conversations that I had with InterGolf since September 17, 2001, I herein advise you that Dave Gallaher and I do hereby cancel the trip to Spain and Portugal with InterGolf.

We are not interested in taking a trip to Scotland or Ireland at this late date. We have already made arrangements for the time we were considering going to Spain and Portugal.

I would ask that you give me your final position in this matter as we intend to proceed to recover the fees that were paid to you.

Very truly yours,


Carl A. Belin, Jr.

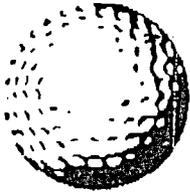
CABjr:smh

cc: Mr. David Gallaher

Oct 03 01 11:18a

(770)518-1272

P. 1



InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150 0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/intergolf

MR CARL BELIN
Belin & Kubista
Attorneys at Law
15 North Front Street
PO Box 1
Clearfield
PA 16830

October 2, 2001

Dear Mr Belin,

Further to our recent correspondence and your confirmation of cancellation, please be advised we have refunded 50% of the cost of your tour to the respective credit cards for yourself and Mr Gallacher.

Yours sincerely,

Shona Inglis
InterGolf Vacations

RESEND

1 OF 3

INTERCALF
8802 DUNWOODY BL. N.W.
ATLANTA GA 30338

DATE: 10/02/01 TERM: 0002
REF: 00000000000000000000
C-C-O-I-I

CLERK: 00005

REF: 0004 ACCT: 189
CD TYPE: CX
TR TYPE: DR
AMOUNT: \$2450.00

NET: 00000000000000000000
AP: 00000000000000000000
EXP: 0002

CARDHOLDER ACKNOWLEDGES RECEIPT OF
GOODS AND/OR SERVICES IN THE AMOUNT OF
THE TOTAL SHOWN HEREON AND AGREES TO
PERFORM THE OBLIGATIONS SET FORTH BY THE
CARDHOLDER'S AGREEMENT WITH THE ISSUER

MRS BRUN - COSOTT
TOP COPY - MEMBER BOTTOM COPY - CUSTOMER

INTERCALF

8802 DUNWOODY BL. N.W.
ATLANTA GA 30338

DATE: 10/02/01 TERM: 0002
REF: 00000000000000000000
C-C-O-I-I

CLERK: 00005

REF: 0000 ACCT: 189
CD TYPE: CX
TR TYPE: DR
AMOUNT: \$2450.00

NET: 00000000000000000000
AP: 00000000000000000000
EXP: 0002

CARDHOLDER ACKNOWLEDGES RECEIPT OF
GOODS AND/OR SERVICES IN THE AMOUNT OF
THE TOTAL SHOWN HEREON AND AGREES TO
PERFORM THE OBLIGATIONS SET FORTH BY THE
CARDHOLDER'S AGREEMENT WITH THE ISSUER

MRS SAWYER - COSOTT
TOP COPY - MEMBER BOTTOM COPY - CUSTOMER

INTERBANK
8362 COMMERCE BL # 365
ATLANTA GA 30351

DATE: 10/02/01
REF: 000005540
TERM: 0000
CLERK: 0005

REF: 0001 BOM: 189
CD TYPE: 01
TR TYPE: CR
AMOUNT: \$2450.00

ACT: 00000000000000000000
AP: 000000

CARDMEMBER ACKNOWLEDGES RECEIPT OF
GOODS AND/OR SERVICES IN THE AMOUNT OF
THE TOTAL SHOWN HEREIN AND AGREES TO
PERFORM THE OBLIGATIONS SET FORTH BY THE
CARDMEMBER'S AGREEMENT WITH THE ISSUER
THANK YOU FOR USING VISA

GALLAHER - CREDIT
TOP COPY-REURINT BOTTOM COPY-CUSTOMER

INTERBANK
8362 COMMERCE BL # 365
ATLANTA GA 30351

DATE: 10/02/01
REF: 000005540
TERM: 0000
CLERK: 0005

REF: 0002 BOM: 189
CD TYPE: AX
TR TYPE: CR
AMOUNT: \$2450.00

ACT: 00000000000000000000
AP: 000000

CARDMEMBER ACKNOWLEDGES RECEIPT OF
GOODS AND/OR SERVICES IN THE AMOUNT OF
THE TOTAL SHOWN HEREIN AND AGREES TO
PERFORM THE OBLIGATIONS SET FORTH BY THE
CARDMEMBER'S AGREEMENT WITH THE ISSUER

BEUN - CREDIT
TOP COPY-REURINT BOTTOM COPY-CUSTOMER

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P.O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA

CARL A. BELIN
1901-1997

October 3, 2001

AREA CODE 814
TELEPHONE 765-8972
TELECOPIER (814) 765-9893

VIA FACSIMILE ONLY 770-518-1272 AND VIA US FIRST CLASS MAIL

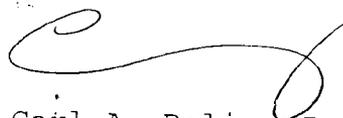
Ms. Shona Inglis
InterGolf
P.O. Box 500608
Atlanta, GA 31150-0608

Dear Ms. Inglis:

I see the credits you issued were in the amount of \$2,450.00 for each couple. So that there is no doubt, both Mr. and Mrs. Gallaher and Mr. and Mrs. Belin have cancelled their trip to Spain and Portugal. I would advise you that the cost of the tour was \$9,800.00 for each couple. I would suggest that your credit is incorrect.

In any event, I intend to pursue other steps including the filing of suit to recover the balance.

Very truly yours,

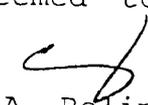


Carl A. Belin, Jr.

CABjr:smh

cc: Mr. David Gallaher

P.S. It seems revolting that InterGolf is taking the position of retaining our money at a time when the U.S. State Department is advising American citizens of the danger of visiting overseas during this rather tense period of American history. Perhaps our threatened litigation might be deemed to be a patriotic exercise under these circumstances.



Carl A. Belin, Jr.

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P.O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA

CARL A. BELIN
1901-1997

AREA CODE 814
TELEPHONE 765-8972
TELECOPIER (814) 765-9893

October 8, 2001

VIA FACSIMILE ONLY 770-518-1272 AND VIA US FIRST CLASS MAIL

Ms. Shona Inglis

InterGolf

P.O. Box 500608

Atlanta, GA 31150-0608

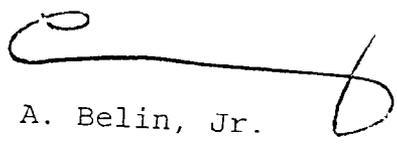
Dear Ms. Inglis:

I hope you and senior management saw the CNN banners on television last night: "State Department warns Americans abroad, tightens security around the world" ... "Bush Administration bracing for retaliation against American citizens following attacks."

We were supposed to be boarding a plan for Madrid today and to have traveled south to the Mediterranean coast had we not cancelled the trip with Intergolf. We would request you and the Intergolf senior management reconsider your position on cancellations. Certainly, your company cannot ignore the impossibility of anyone guaranteeing the safety of travelers in this region.

Implied in our contract with you was the absence of an international conflict affecting the region we were supposed to visit. We urge you to reconsider your position and refund most of the monies we paid you. Clinging to your position of refunding only fifty (50%) percent of the monies paid for the trip seems to us to have become tantamount to price gouging given the dangers abounding in the region. We are forwarding our file to Congressman William Shuster for his review and reference to other government agencies. We are sorry this has become necessary.

Very truly yours,


Carl A. Belin, Jr.

CABjr:smh

cc: Congressman William Shuster

Mr. David Gallaher

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN
1901-1997
AREA CODE 814
TELEPHONE 765-8972
TELECOPIER (814) 765-9893

October 8, 2001

William Shuster, Congressman
342 Russell Senate Office Building
Washington, DC 20510

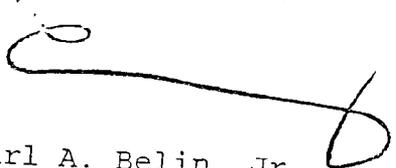
In re: InterGolf

Dear Congressman Shuster:

My wife, David Gallaher and his wife and I were scheduled for a visit to Spain and Portugal through Intergolf. Given the state of the nation at this time we cancelled our visit. The amount paid was \$9,600 each couple. I have confirmed that the Spanish and Portuguese facilities had agreed to cancel without penalty.

I enclose herewith the correspondence between myself and InterGolf regarding this matter. I would request that you write a stern letter to InterGolf to see if we can

Very truly yours,


Carl A. Belin, Jr.

CABjr:smh

Enclosures

BILL SHUSTER
5th District, PENNSYLVANIA

2189 Rayburn House Office Building
Washington, DC 20515
Tel: (202) 225-2451
Fax: (202) 225-2481

Congress of the United States
House of Representatives
Washington, DC 20515-3809
October 25, 2001

COMMITTEE ON SMALL BUSINESS
SUBCOMMITTEE
ENTREPRENEURSHIP, AGRICULTURE AND TRADE
COMMITTEE ON TRANSPORTATION
AND INFRASTRUCTURE
SUBCOMMITTEE
AIRWAYS
HOUSE AND SENATE
WORK

Ms. Shona Inglis
InterGolf Vacations
PO Box 500608
Atlanta, GA 31150-0608

Dear Ms. Inglis:

I have recently been contacted by Mr. Carl Belin of Clearfield, PA regarding a stiff penalty your company has imposed on him for canceling as scheduled trip to Portugal and Spain.

In light of the travel warnings issued by the US Department of State and possible evidence of additional terrorist activities recently uncovered by Federal Bureau of Investigation, I believe Mr. Belin is justified in canceling his trip. Although I understand that the tourism industry has been financially shaken as a result of the September 11 attacks, I find a 50% penalty an exceptional amount to pay especially considering that the overseas facilities have agreed to cancel without penalty. I sincerely hope you will reconsider your position and refund Mr. Belin a reasonable amount.

If you will advise me of your action in this matter and return your reply to me, I will appreciate it.

Sincerely,

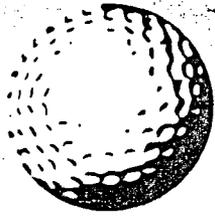
Bill Shuster
BILL SHUSTER
MEMBER OF CONGRESS

WFS:rjy

310 FERRY STREET
HARRISBURG, PA 17104
(717) 656-6318
Fax: (717) 656-6726

1214 OLD TOWN ROAD
CLEARFIELD, PA 16810
(814) 765-9106
Fax: (814) 765-0261

129 EAST QUINN STREET
CHAMBERSBURG, PA 17202
(717) 268-9100
Fax: (717) 268-0219



InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

February 13, 2001

Mr. Carl Belin
316 W. Market St.
Clearfield, PA 16830

INVOICE FOR TOUR SERVICES

<u>Passenger Name</u>	<u>Departure Date</u>	<u>Destination</u>	<u>Cost (\$)</u>
Mr. Carl Belin	October 3, 2001	Spain/Portugal	\$4,900.00
Mrs. Carol Belin	October 3, 2001	Spain/Portugal	\$4,900.00
	Sub total		\$9,800.00
	Deposit Received 2-13-01 2 @ \$600		(\$1,200.00)
	<u>Final balance due on August 8, 2001</u>		<u>\$8,600.00</u>

Belin

INTERGOLF
8302 DUNWOODY PL # 305
ATLANTA GA 30350

DATE: 02/13/01
MEM#: 60500056440
S-A-L-E-S D-R-A-F-T
CLERK: 0002

TER#: 0002

REF: 0005 BCH: 062
CD TYPE: AX
TR TYPE: MP
AMOUNT: \$1200.00

ACCT: 372938905602000 EXP: 0602
RF: 113693 AVS: EXACT MATCH

CARDMEMBER ACKNOWLEDGES RECEIPT OF
GOODS AND/OR SERVICES IN THE AMOUNT OF
THE TOTAL SHOWN HEREON AND AGREES TO
PERFORM THE OBLIGATIONS SET FORTH BY THE
CARDMEMBER'S AGREEMENT WITH THE ISSUER

TOP COPY-MERCHANT BOTTOM COPY-CUSTOMER



Cards

Customer Service
800-528-4800
(24 hours / 7 days)
www.americanexpress.com

Page 1 of 6
Did you know you can
pay your bill online?
Visit our website at
www.americanexpress.
com to enroll today.

Personal Card Statement of Account

Prepared For
CARL A BELIN JR

Closing Date
February 19, 2001

Account Number
3729-389056-02000

Account Summary

	Previous Balance \$	Payment/Credits \$	New Charges \$ (inc. Finance Charge if any)	New Balance \$	Minimum Amount Due \$
Due in Full	276.43	-276.43	498.69	498.69	498.69
Flexible	3,660.33	-1,723.57	2,162.54	4,099.30	82.00
Total	3,936.76	-2,000.00	+2,661.23	=4,597.99	580.69

* Indicates posting date.

Please refer to page 4.
for important information
regarding your account

Terms - Payable in full upon receipt of statement.

Card Transactions for CARL A BELIN JR

Card 3729-389056-02000

Amount \$

February 11, 2001*

2,000.00 PYMT RECVD - THANK YOU -276.43
1,723.57 APPLIED TO SIGN & TRAVEL/EXPO

January 25, 2001

KMART #03564 CLEARFIELD PA 42.39
GENERAL MERCHANDISE

February 1, 2001

HEDGES FINE FOOD CLEARFIELD PA 64.36
FOOD/BEVERAGE
FOOD/BEV 53.76
TIP 10.60
Reference: 489010019

*101/1504/35118
1200/300/2000
3/12/01*

February 3, 2001

TOFTREES HOTEL F&B STATE COLLEGE PA 70.00
EATING PLACES AND RESTA
FOOD/BEV 60.00
TIP 10.00
Reference: 003543399

↓ Please fold on the perforation below, detach and return with your payment ↓

Continued on reverse →



Cards

Prepared For
CARL A BELIN JR

Account Number
3729-389056-02000

Page 3 of 6

Closing Date
February 19, 2001

Flexible Payment Option Statement of Account

Account Number
3729-389056-02000
Closing Date
February 19, 2001

Thank you for using Sign & Travel. When planning your next vacation, remember Sign & Travel lets you travel when and how you choose.

Creditor: American Express Centurion Bank

	Account Summary \$	Minimum Payment \$	Payment Due Date
Previous Balance	5,660.33	82.00	March 16, 2001
Payments/Credits	-1,723.57		
FINANCE CHARGE	54.88		
New Charges	2,107.66		
New Balance	4,099.30		

Finance Charge Schedule	Balance(s) to Which Rate Applies	Average Daily Balance	Annual Percentage Rate	Daily Periodic Rate
	ALL	\$3,532.75	18.90%	.0518%

Please refer to page 4 for important information regarding your Sign & Travel and/or Extended Payment Option.

S&T and/or ExPO Transactions for CARL A BELIN JR

Card 3729-389056-02000	Amount \$
February 11, 2001 PAYMENT RECEIVED - THANK YOU	-1,723.57
February 13, 2001 INTERGOLF ATLANTA GA TRAVEL/TOURS/FEES Reference 1820005 Doc Number 0000000005	1,200.00
February 14, 2001 US AIR PITTSBURGH PA Routing Details Not Available Ticket Number: 03706179695659 Passenger Name: BELIN/CARL Document Type: MISC CHARGE ORDER/PREPAID TICKET AUTHORITY	550.00
February 14, 2001 ROYCE HOTELS #805 CORAOPOLIS PA Arrival Date 02/13/01 Departure Date 02/14/01 LODGING Reference 4731109	82.66
February 16, 2001 JAMAICA JAMAICA HTL SAINT ANN JAMAICA Description GENERAL MDSE Reference 608390	160.00
February 18, 2001 JAMAICA JAMAICA HTL SAINT ANN JAMAICA Description GENERAL MDSE Reference 608430	115.00
Total of Sign & Travel and/or Extended Payment Option Activity	
	New Charges 2,107.66
	Payments/Credits -1,723.57



Cards

October

Customer Service
800-528-4800
(24 hours / 7 days)
www.americanexpress.com

Page 1 of 8

Did you know you can purchase Be My Guest® dining gift cards online? It's so easy! Visit www.americanexpress.com/bemyguest to order now!

Personal Card Statement of Account

Prepared For
CARL A BELIN JR

Closing Date
September 19, 2001

Account Number
3729-389056-02000

Account Summary

	Previous Balance \$	Payment/Credits \$	New Charges \$ (inc. Finance Charge if any)	New Balance \$	Minimum Amount Due \$
Due in Full	710.32	-730.13	1,741.19	1,721.38	1,721.38
Flexible	2,272.53	-2,274.28	9,567.70	9,565.95	192.00
Total	2,982.85	-3,004.41	+11,308.89	=11,287.33	1,913.38

* Indicates posting date.

Please Pay By
October 14, 2001

Please refer to page 6
for important information
regarding your account

Terms - Payable in full upon receipt of statement.

Card Transactions for CARL A BELIN JR

Card 3729-389056-02000

Amount \$

September 15, 2001*

2,435.36 PYMT RECVD - THANK YOU -641.13
1,794.23 APPLIED TO SIGN & TRAVEL/ExPO

August 22, 2001

ELECTRIC AVENUE RESTHOUTZDALE PA 29.49
FOOD/BEVERAGE
Reference 45176604

August 23, 2001

THUNDERBIRD RESTAURAREYNOLDSVILLE PA 81.39
FOOD/BEVERAGES
FOOD/BEV 67.79
TIP 13.60
Reference 145225318

August 25, 2001

ITALIAN OVEN OF DUBOIS DUBOIS PA 54.25
FOOD AND BEVERAGE
TIP 00000900
Reference 000330157

Handwritten calculation:
1872 / 14205 = 131.81
1913.38 / 18.96 = 101.44
1075 / 101 = 10.64

August 26, 2001

BROOKS BROTHERS 635 GROVE CITY PA 94.80
TIES OT NT
Reference 000014907

Please fold on the perforation below, detach and return with your payment

Continued on reverse →

Transactions Continued

Amount \$

September 6, 2001 178.95
 MONTEREY BAY CLTHNG 800-308-0358 CA
 CLOTHING
 Reference: P06959560 Rec Number: 0016589934

Activity for CAROL A BELIN New Charges 909.44
 Payments/Credits -89.00
Total of Card Activity New Charges 1,741.19
 Payments/Credits -730.13

**Flexible Payment Option
 Statement of Account**

Account Number
 3729-389056-02000
 Closing Date
 September 19, 2001

Thank you for using Flexible Payment Option.

Creditor: American Express Centurion Bank

	Account Summary \$	Minimum Payment \$
Previous Balance	2,272.53	192.00
Payments/Credits	-2,274.28	
FINANCE CHARGE	0.00	
New Charges	9,567.70	
New Balance	9,565.95	

Payment Due Date
 October 14, 2001

Finance Charge Schedule	Balance(s) to Which Rate Applies	Average Daily Balance	Annual Percentage Rate	Daily Periodic Rate
	ALL	\$0.00	16.65%	.0456%

Please refer to page 5 for important information regarding your Sign & Travel and/or Extended Payment Option.

S&T and/or ExPO Transactions for CARL A BELIN JR

Amount \$

September 15, 2001 -1,794.23
 PAYMENT RECEIVED - THANK YOU

August 28, 2001 209.50
 NORM THOMPSON PORTLAND OR
 CATALOG MERCH
 Reference: P702816 Rec Number: P702816

August 31, 2001 8,600.00
 INTERGOLF ATLANTA GA
 TRAVEL/TOURS/FEES
 Reference: CM0100415 Rec Number: 0000000001

September 10, 2001 379.10

CAMPBELL TRAVEL STATE COLLEGEPA
 IBERIA LINEAS AEREAS DE E
 From: MADRID SPAIN To: MALAGA SPAIN Carrier: IB Class: YD
 LISBON PORTUGAL
 PARIS-DE GAULLE FR AF ML

Ticket Number: 07570497733039 Date of Departure: 10/09
 Passenger Name: BELIN/C
 Document Type: PASSENGER TICKET

Cancel

September 10, 2001 379.10

CAMPBELL TRAVEL STATE COLLEGEPA
 IBERIA LINEAS AEREAS DE E
 From: MADRID SPAIN To: MALAGA SPAIN Carrier: IB Class: YD
 LISBON PORTUGAL
 PARIS-DE GAULLE FR AF ML

Ticket Number: 07570497733049 Date of Departure: 10/09
 Passenger Name: BELIN/C
 Document Type: PASSENGER TICKET

Cancel

Activity for CARL A BELIN JR New Charges 9,567.70
 Payments/Credits -1,794.23



Cards

November

Customer Service Page 1 of 7
800-528-4800
(24 hours / 7 days)
www.americanexpress.com

Personal Card Statement of Account

Prepared For
CARL A BELIN JR

Closing Date
October 20, 2001

Account Number
3729-389056-02000

Account Summary

	Previous Balance \$	Payment/Credits \$	New Charges \$ (inc. Finance Charge if any)	New Balance \$	Minimum Amount Due \$
Due in Full	1,721.38	-4,244.65	407.95	2,115.32	-2,115.32
Flexible	9,565.95	-12,015.95	10,592.76	8,142.76	163.00
Total	11,287.33	-16,260.60	+11,000.71	=6,027.44	-1,952.32

Do Not Pay

* Indicates posting date.

Please refer to page 5
for important information
regarding your account

Credit balance - can be applied against future charges or you may request a refund.

Card Transactions for CARL A BELIN JR

Card 3729-389056-02000

Amount \$

October 10, 2001*

1,913.38 PYMT RECVD - THANK YOU -1,708.09
205.29 APPLIED TO SIGN & TRAVEL/ExPO

October 10, 2001*

PAYMENT RECEIVED - THANK YOU -8.56

September 23, 2001

CHILI'S MANASSAS VA 58.11

FOOD-BEV

FOOD-BEV

TIP 48.51

TIP 9.60

Reference 108231301

September 23, 2001

THE OLIVE GARDEN USAALTOONA PA 33.04

FOOD/BEVERAGE

FOOD-BEV

TIP 28.04

TIP 5.00

Reference 134903882

September 28, 2001

ITALIAN OVEN OF DUBOIS DUBOIS PA 44.75

FOOD AND BEVERAGE

TIP 00000740

Reference 000332121

Continued on reverse



1570
1000.00
11/12/01

Prepared For
CARL A BELIN JR

Account Number
3729-389056-02000

Page 2 of 7

Transactions Continued

Amount \$

September 29, 2001

THUNDERBIRD RESTAURAREYNOLDSVILLE PA 99.39
FOOD/BEVERAGES
FOOD/BEV 83.39
TIP 16.00

Reference: 145225318

October 3, 2001

INTERGOLF ATLANTA GA -2,450.00
TRAVEL/TOURS/FEES

Reference: 1W0000883 Doc Number: 0000000004

October 5, 2001

THUNDERBIRD RESTAURAREYNOLDSVILLE PA 70.20
FOOD/BEVERAGES
FOOD/BEV 58.20
TIP 12.00

Reference: 145225318

October 10, 2001*

AMERICAN EXPRESS PUBLISHING CORPORATION 32.98
469549042 GRAY APPT BOOK

October 10, 2001*

AMERICAN EXPRESS PUBLISHING CORPORATION 18.98
469969075 GRAY APPT DIARY

October 17, 2001

STEAK BARN WILSON NC 50.50
FOOD/BEVERAGE
FOOD/BEV 42.10
TIP 8.40

Reference: Y70100C63

Activity for CARL A BELIN JR

New Charges 407.95
Payments/Credits -4,166.65

Continued on next page



Cards

Prepared For
CARL A BELIN JR

Account Number
3729-389056-02000

Page 3 of 7

Closing Date

October 20, 2001

Card Transactions for CAROL A BELIN

Card 3729-389056-01010

Amount \$

September 28, 2001*

J.MARCO CATALOG 800-948-3100 OH -78.00
607023 CATALOG

Activity for CAROL A BELIN

Total of Card Activity

New Charges	0.00
Payments/Credits	-78.00
New Charges	407.95
Payments/Credits	-4,244.65

**Flexible Payment Option
Statement of Account**

Account Number
3729-389056-02000

Closing Date
October 20, 2001

Creditor: American Express Centurion Bank

Thank you for using Flexible Payment Option.

	Account Summary \$	Minimum Payment \$
Previous Balance	9,565.95	163.00
Payments/Credits	-12,015.95	
FINANCE CHARGE	0.00	
New Charges	10,592.76	
New Balance	8,142.76	

Payment Due Date
November 14, 2001

Finance Charge Schedule

Balance(s) to Which Rate Applies	Average Daily Balance	Annual Percentage Rate	Daily Periodic Rate
ALL	\$0.00	16.40%	.0449%

Please refer to page 4 for important information regarding your Sign & Travel and/or Extended Payment Option.

S&T and/or ExPO Transactions for CARL A BELIN JR

Card 3729-389056-02000

Amount \$

October 10, 2001	
PAYMENT RECEIVED - THANK YOU	-205.29
September 10, 2001	
IBERIA LINEAS AEREAS STATE COLLEGEPA TKT# 0757049773303 VOIDED TKT	-379.10
September 10, 2001	
IBERIA LINEAS AEREAS STATE COLLEGEPA TKT# 0757049773304 VOIDED TKT	-379.10
September 22, 2001	
MARRIOTT 337M3FRVWPKFALLS CHURCH VA	4.50
Arrival Date 09/22/01	Departure Date 09/22/01
LODGING	
Reference 8386	
September 22, 2001	
MARRIOTT 337M3FRVWPKFALLS CHURCH VA	241.33
Arrival Date 09/20/01	Departure Date 09/23/01
LODGING	No of Nights 3
Reference 8386	
September 24, 2001	
S&T/ExPO TEMPORARY CREDIT FOR # 99870480141729	-8,600.00
October 3, 2001	
INTERGOLF REF #99870480141729	-2,450.00
REF: CREDIT #99800120150199 (\$ 2450.00) 000122	
October 5, 2001	
ADJUST FOR EXTENDED BILLING FINANCE CHG	-2.46

00003 10/10/01 000000

Sign & Travel and/or Extended Payment Option Transactions Continued

Amount \$

October 11, 2001

TRICK DOG CAFE	IRVINGTON	VA	125.35
FOOD/BEVERAGE			
TIP		21.00	

Reference: QN000061C

October 13, 2001

TIDES INN-RESERVATIO	IRVINGTON	VA	1,621.58
Arrival Date	Departure Date	No of Nights	
10/08/01	10/13/01	5	
LODGING			

Reference: TR000012E

Activity for CARL A BELIN JR

New Charges	1,992.76
Payments/Credits	-12,015.95

Other Sign & Travel and/or Extended Payment Option Transactions

October 3, 2001

TRANSACTION PROCESSED BY AMERICAN EXPRESS	8,600.00
GOODS AND SERVICES	

Reference: 1W0000852

Total of Sign & Travel and/or Extended Payment Option Activity

New Charges	10,592.76
Payments/Credits	-12,015.95

Important Sign & Travel and/or Extended Payment Option Information

The following terms and conditions apply to charges made on your Sign & Travel and/or Extended Payment Option.

Finance Charge: To calculate the Finance Charge, we multiply the Daily Periodic Rate (Monthly Periodic Rate for IA and PR), by the Average Daily Balance during the billing period. Then we multiply the product by the number of days in the billing cycle (except for IA and PR). To get the Average Daily Balance we take the beginning balance of the Sign & Travel and/or Extended Payment Option ("Account") each day, add any new Account Charges and accrued and unpaid Finance Charges (except such Finance Charges will not be included for residents of IA and PR), and subtract any payments or credits. Then we add up the daily balances for the billing period and divide by the number of days in the billing period. This gives us the Average Daily Balance. This method of computation of the Average Daily Balance results in compound interest (except for residents of IA and PR). If in any 12 month period prior to this billing period you were in default on your Account or any other American Express Account, the APR applicable to your entire Account balance will be 23.46%.

Payments: Mail your payment in the enclosed envelope or to the address for payments listed on page 5. Remember, your payment each month should be for at least the Minimum Amount Due or the Total Amount Due, whichever appears on the Card Account Statement. Either amount includes the Account Minimum Payment shown on the Account Statement and the balance due on your Card Account. If you want to pay more than the Minimum Payment (up to the entire Account New Balance), make your payment for the larger amount and the excess will be applied to your Account.

How to avoid Additional Finance Charges: To avoid additional Finance Charges the Account New Balance must be paid in full by the Account Payment Due date. American Express Centurion Bank will not impose Finance Charges for Account Charges made in any billing period for which payment in full has been received on or before the Account Due Date.

Billing Inquiries

Customer Service
 1-800-528-4800
 (24 hours, toll free)

Address

American Express
 Customer Service
 P.O. Box 297807
 Ft. Lauderdale, FL
 33329-7807



Cards

December

Customer Service
800-528-4800
(24 hours / 7 days)
www.americanexpress.com

Page 1 of 7

Did you know you can
pay your American
Express bill By Phone?
Just call
1-800-I-PAY-AXP or
1-800-472-9297.
It's easy and ready
whenever your are.

Personal Card Statement of Account

Prepared For
CARL A BELIN JR

Closing Date
November 19, 2001

Account Number
3729-389056-02000

Account Summary

	Previous Balance \$	Payment/Credits \$	New Charges \$ (inc. Finance Charge if any)	New Balance \$	Minimum Amount Due \$
Due in Full	2,115.32 CR	0.00	3,454.27	1,338.95	1,338.95
Flexible	8,142.76	-8,281.00	2,394.60	2,256.36	46.00
Total	6,027.44	-8,281.00	+5,848.87	=3,595.31	1,384.95

* Indicates posting date.

Please Pay By
December 14, 2001

Please refer to page 5
for important information
regarding your account

Terms - Payable in full upon receipt of statement.

Card Transactions for CARL A BELIN JR

Card 3729-389056-02000

Amount \$

October 20, 2001

OLDE TOWNE STEAK FREDERICKSBURG VA 121.60
 FOOD BEVERAGE
 FOOD/BEV 101.60
 TIP 20.00
 Reference: KA01008C1

October 21, 2001*

CR BAL TRANSFER SIGN & TRAVEL/ExPO MIN 163.00

October 21, 2001

HOLIDAY INN-NORTH FALMOUTH VA 73.37

Arrival Date 10/20/01 Departure Date 10/21/01 No of Nights 1
 LODGING

CARDEPOSIT

Reference: 3ZUK01E9

October 30, 2001

CAMPBELL TRAVEL STATE COLLEGE PA 30.00

TRAVEL AGENCY SERVICE FEE

Routing Details Not Available

Ticket Number: 89081415768004

Date of Departure: 11/04

Passenger Name: GALLAHER/D

Document Type: MISC CHARGE ORDER/PREPAID TICKET AUTHORITY

Please fold on the perforation below, detach and return with your payment

Continued on reverse

Prepared For
CARL A BELIN JR

Account Number
3729-389056-02000 Page 2 of 7

Transactions Continued

Amount \$

November 1, 2001* FLIGHT INS PLUS-TICKET #03770598587689	23.50
November 1, 2001* FLIGHT INS PLUS-TICKET #03770598587699	23.50
November 7, 2001 CROWNE PLAZA HARRISB717-2345021 PA HOTEL/LODGING LODGING Reference: 540110700	157.71
November 7, 2001 LYKENS MARKET PORT MATICOA PA GAS/GROCERIES/MISC Reference: 00410060 Rec Number: 515107	21.48
November 9, 2001 ITALIAN OVEN OF DUBOIS DUBOIS PA FOOD AND BEVERAGE TIP 00000600 Reference: 000333777	37.19
November 13, 2001 HEDGES FINE FOOD CLEARFIELD PA FOOD/BEVERAGE FOOD/BEV TIP Reference: 731010015	52.01 43.41 8.60
November 16, 2001* TRANSFER OF CREDIT TO S&T/EXPO TKT# 99870480141729	2,450.00
November 17, 2001 KOHLHEPP TRUE VALUE DUBOIS PA HARDWARE/TOOLS Reference: 94333382	104.94
Activity for CARL A BELIN JR	New Charges 3,258.30 Payments/Credits 0.00

Continued on next page

Prepared For
CARL A BELIN JR

Account Number
3729-389056-02000

Page 4 of 7

Sign & Travel and/or Extended Payment Option Transactions Continued

Amount \$

October 30, 2001
CAMPBELL TRAVEL STATE COLLEGEPA 467.70
US AIR

From: PITTSBURGH PA To: CHARLOTTE NC
MONTEGO BAY JAMAIC
CHARLOTTE NC
PITTSBURGH PA
Carrier: US US US US
Class: HW HW HW HW
Date of Departure: 02/09

Ticket Number: 03770598587689
Passenger Name: BELIN/C
Document Type: PASSENGER TICKET

October 30, 2001
CAMPBELL TRAVEL STATE COLLEGEPA 467.70
US AIR

From: PITTSBURGH PA To: CHARLOTTE NC
MONTEGO BAY JAMAIC
CHARLOTTE NC
PITTSBURGH PA
Carrier: US US US US
Class: HW HW HW HW
Date of Departure: 02/09

Ticket Number: 03770598587699
Passenger Name: BELIN/C
Document Type: PASSENGER TICKET

November 2, 2001
CROWNE PLAZA HARRISB717-2345021 PA 280.45
HOTEL/LODGING
LODGING
Reference: 535110200

November 9, 2001
EUROPEAN HOLIDAYS REF #99303210190319 -968.00
REF: CREDIT #99315050325859 (\$ 968.00)

November 13, 2001
HILTON HARRISBURG HARRISBURG PA 143.27
LODGING
Reference: 11114

November 16, 2001
TRANSFER OF CREDIT FROM CARD ACCT -2,450.00
FOR # 99870480141729

November 16, 2001
S&T/ExPO TEMPORARY CREDIT -3,700.00
FOR # 99870480141729

November 16, 2001
FINELLI'S ITALIAN VILLA ALTOONA PA 252.96
FOOD AND BEVERAGE
Reference: 65720

Activity for CARL A BELIN JR

New Charges	2,054.70
Payments/Credits	-8,281.00

Sign & Travel and/or ExPO Transactions for CAROL A BELIN

Card 3729-389056-01010

November 14, 2001
PECAN PLANTATION FLORENCE SC 339.90
FOOD/FRUIT/GROCERIES

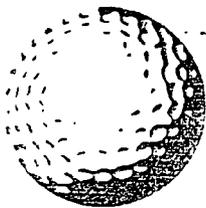
Reference: 999999999 Rec Number: 0036991352

Activity for CAROL A BELIN

New Charges	339.90
Payments/Credits	0.00

**Total of Sign & Travel and/or
Extended Payment Option Activity**

New Charges	2,394.60
Payments/Credits	-8,281.00



InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

February 13, 2001

Mr. Dave Gallaher
R.D. 3 Box 172
Clearfield, PA 16830

INVOICE FOR TOUR SERVICES

<u>Passenger Name</u>	<u>Departure Date</u>	<u>Destination</u>	<u>Cost (\$)</u>
Mr. Dave Gallaher	October 3, 2001	Spain/Portugal	\$4,900.00
Mrs. Jean Gallaher	October 3, 2001	Spain/Portugal	\$4,900.00
	Sub total		\$9,800.00
	Deposit Received 2-13-01 2 @ \$600		(\$1,200.00)
	<u>Final balance due on August 8, 2001</u>		<u>\$8,600.00</u>

DIVIDEND MILES VISA
 Account Number 4356-0230-0090-8321

For questions or to report lost or stolen cards, call 1-800-441-0130 within the U.S. or 888-801-3723 outside the U.S.

ACCOUNT INFORMATION							
New Balance	Total Credit Line	Available Credit	Cash Line	Available Cash	Statement Closing Date	Minimum Payment Due	Payment Due Date
\$10,017.75	\$15,000.00	\$4,982.25	\$15,000.00	\$4,982.00	09/06/01	\$220.39	09/26/01

US AIRWAYS DIVIDEND MILES SUMMARY	
Dividend Miles	Dividend Miles Account Number
10017	9156958

TRANSACTION SUMMARY				
Trans Date	Post Date	Description	Reference Number	Amount CR = Credit
08-05	08-07	SHEETZ #252 CLEARFIELD PA	24455011217121874934193	\$20.12
08-08	08-09	WM SUPERCENTER CLEARFIELD PA	24226381220360642408607	\$29.31
08-09	08-10	CLEARFIELD TRUE VALUE CLEARFIELD PA	24246511222200914363195	\$74.17
08-10	08-13	UNI-MART #04088 CLEARFIELD PA	24323011223118222010033	\$22.32
08-16	08-17	THE FRESH MARKET #2SZX SOUTHERN PINENC	24455011228122941913910	\$30.00
08-17	08-20	BILO FOOD MARKET 216 S81PHILIPSBURG PA	24262031231035478100451	\$131.36
08-19	08-20	Payment - Thank you	23185700000857017901841	\$2,054.11
08-20	08-22	LOWE'S #1010 DUBOIS PA	24138291233327023008309	\$72.51
08-22	08-23	TRAVELSMITH CATALOG 800-950-1600 CA	24692161234000687161852	\$219.34
08-23	08-24	BEDFORD FAIR 800-964-1948 CT	24246511235932395512198	\$100.93
08-25	08-27	WM SUPERCENTER CLEARFIELD PA	24226381237360015290435	\$31.09
08-25	08-27	WINE & SPIRITS #1705 CLEARFIELD PA	24435651238003237360063	\$111.77
08-26	08-27	SHEETZ #252 CLEARFIELD PA	24455011238123931968342	\$32.12
08-26	08-28	TOFTREES HOTEL F&B STATE COLLEGEPA	24229701239120239283762	\$51.83
08-27	08-28	TRAVELSMITH CATALOG 800-950-1600 CA	24692161239000852163019	\$85.65
08-27	08-28	TRAVELSMITH CATALOG 800-950-1600 CA	24692161239000852188974	\$82.00
08-26	08-29	BILO FOOD MARKET 237 S81CLEARFIELD PA	24262031240047056800252	\$47.38
08-28	08-29	TREASURE LAKE SILVER DUBOIS PA	24717051241642410437797	\$62.00
08-31	09-03	PWI*PHOTOWORKS 800-345-6967 WA	24692161243000001527639	\$48.35
08-31	09-03	INTERGOLF 770-6419696 GA	24060651245900000100027	\$8,600.00
08-31	09-04	WEST SIDE DIST62060017 CLEARFIELD PA	24399001246190201123213	\$36.00
09-03	09-04	WM SUPERCENTER CLEARFIELD PA	24226381246360228976159	\$96.37
09-03	09-04	SAPP BROS PA CLEARFIELD PA	24455011246124710005462	\$16.86
09-05	09-06	RUBY TUESDAYS #3774 ALTOONA PA	24792621248221549200078	\$16.27



FINANCE CHARGE SUMMARY						BALANCE SUMMARY	
Billing cycle 31 days.	Balance Subject To Finance Charge	Daily Periodic Rate V = Variable F = Fixed	Corresponding Annual Percentage Rate	ANNUAL PERCENTAGE RATE	FINANCE CHARGES (Itemized)	Previous Balance	
Purchases	\$0.00	V 0.0456200%	16.65%	19.80%	\$0.00	Payments	\$2,054.11
Cash	\$0.00	V 0.0542500%	19.80%	19.80%	\$0.00	Credits	\$2,054.11
Cash Advance Fees					\$0.00	Purchases & Other Charges	\$10,017.75
Bank of America						Cash	\$0.00
						Promotional Offers	\$0.00
						Late Fee	\$0.00
						Overlimit Fee	\$0.00
						FINANCE CHARGE	\$0.00
						NEW BALANCE	\$10,017.75

ACCOUNT INFORMATION

Account Name: BELIN & KUBISTA LAW OFFICE
 Account Number: 015 0419610 3
 Phone Number: MULTIPLE SERVICES

CELLULAR SERVICE

MONTHLY CHARGES FOR (814)761-5004

MONTHLY SERVICE 10/03-->11/02 REGIONAL TALK 300 29.89
 MONTHLY FEATURE 10/03-->11/02 NETWORK SVC CHARGE/D 1.89
 TOTAL MINS ALLOWED 300 USED 157
 TOLL CHGS
 FEDERAL EXCISE TAX 1.70
 PA STATE SALES TAX 1.01
 FED UNLV SERVICE CHG 1.92
 Total Monthly Charges 36.36

Total Phone Detail

ORIGINATION	DATE	TIME	CITY	ST	DIR	MPA	MAX	LINE	MIN PER	AIR	TOLL	ROWER	TOTAL
HOME	903	739P	VOICXBRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	903	740P	VOICXBRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	904	153P	CLEARFIELD PA	ML	814	765	8972		2.0 P	0.00	0.00	0.00	0.00
PITTSBURG PA	905	1040A	CLEARFIELD PA	ML	814	765	8763		2.0 P	0.00	0.00	0.00	0.00
PITTSBURG PA	905	1044A	CLEARFIELD PA	ML	814	765	8972		2.0 P	0.00	0.00	0.00	0.00
PITTSBURG PA	905	1054A	DUBOIS CEL PA	ML	814	590	2869		1.0 P	0.00	0.00	0.00	0.00
PITTSBURG PA	905	1124A	CLEARFIELD PA	ML	814	765	8972		3.0 P	0.00	0.00	0.00	0.00
PITTSBURG PA	905	1124A	CLEARFIELD PA	ML	814	765	8972		3.0 P	0.00	0.00	0.00	0.00
PITTSBURG PA	905	1129A	BIG RUN PA	ML	814	427	2555		15.0 P	0.00	0.00	0.00	0.00
HOME	905	1158A	VOICXBRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	905	1201P	VOICXBRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	905	135P	VOICXBRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	905	136P	VOICXBRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	905	817P	VOICXBRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	905	817P	VOICXBRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	905	819P	VOICXBRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	905	820P	VOICXBRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	906	117P	LOCAL	MM	252	830	2035		14.0 P	0.00	0.00	0.00	0.00
HOME	906	121P	LOCAL	MM	814	541	4206		2.0 P	0.00	0.00	0.00	0.00
HOME	906	129P	INCOMING	LM	814	761	5004		4.0 P	0.00	0.00	0.00	0.00
HOME	906	138P	INCOMING	LM	814	761	5004		4.0 P	0.00	0.00	0.00	0.00
HOME	906	153P	VOICXBRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	906	212P	DUBOIS CEL PA	ML	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	908	1026A	HO AIR CHG	ML	251	829	0816		3.0 P	0.00	0.00	0.00	0.00
HOME	909	106P	HO AIR CHG	ML	814	761	5006		0.0 P	0.00	0.00	0.00	0.00
HOME	911	1048A	CLEARFIELD PA	ML	814	765	8763		3.0 P	0.00	0.00	0.00	0.00
HOME	911	1202P	CLEARFIELD PA	ML	814	765	8763		3.0 P	0.00	0.00	0.00	0.00
HOME	914	1148A	DUBOIS CEL PA	ML	814	590	2869		1.0 P	0.00	0.00	0.00	0.00
HOME	914	1254P	WASZ 17	VA	ML	703	237 0273		1.0 P	0.00	0.00	0.00	0.00
ALTOONA PA	915	415P	WASZ 17	VA	ML	703	237 0273		1.0 P	0.00	0.00	0.00	0.00
KHILTOUKHO PA	915	457P	SPARTANBEG	SC	ML	864	587 0837		1.0 P	0.00	0.00	0.00	0.00
FUNKSTOWN MD	915	607P	LAUREL 235 MD	ML	301	775 9644		8.0 P	0.00	0.00	0.00	0.00	0.00
HOME	917	1159A	CLEARFIELD PA	ML	814	765	8972		1.0 P	0.00	0.00	0.00	0.00
HOME	917	1201P	DUBOIS CEL PA	ML	814	590	2869		2.0 P	0.00	0.00	0.00	0.00
HOME	917	1259P	INCOMING	LM	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	917	139P	INCOMING	LM	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	917	342P	WASZ 17	VA	ML	703	237 0273		3.0 P	0.00	0.00	0.00	0.00
HOME	917	345P	CLEARFIELD PA	ML	814	765	8972		2.0 P	0.00	0.00	0.00	0.00
HOME	917	910P	HO AIR CHG	ML	703	237 0273		0.0 P	0.00	0.00	0.00	0.00	0.00

Date	Time	Phone Number	City	St	Minutes	Amount	Date	Time	Phone Number	City	St	Minutes	Amount
Long Distance Service													
Calls for 814-765-2459 MODEM													
09/28	16:11	4126727015	MCKEESPORT	PA	5.9	0.72	10/03	11:32	5702863625	SUNBURY	PA	0.9	0.11
10/04	11:41	4124873525	GLENSHAW	PA	0.8	0.10	10/04	11:52	4124873525	GLENSHAW	PA	1.0	0.12
10/04	12:33	717721459	HARRISBURG	PA	1.3	0.16	10/04	14:14	5702863625	SUNBURY	PA	3.2	0.39
10/04	15:24	4124873525	GLENSHAW	PA	0.9	0.11	10/04	15:27	4124873525	GLENSHAW	PA	0.9	0.11
10/04	16:22	4108238068	GLENSHAW	PA	1.0	0.12	10/04	15:45	4124873525	GLENSHAW	PA	1.3	0.16
10/08	10:45	4122663649	TOWSON	MD	0.8	0.12	10/08	10:30	4122320206	GLENSHAW	PA	2.3	0.28
10/08	10:45	4122663649	PITTSBURGH	PA	0.7	0.09	10/08	11:34	8476047600	LAKEFOREST	IL	5.7	0.86
10/08	14:35	4124318688	PITTSBURGH	PA	4.7	0.57	10/10	14:19	4128584935	MONROEVILLE	PA	1.5	0.18
10/10	17:03	4124873525	PITTSBURGH	PA	0.8	0.09	10/17	12:23	4124873525	GLENSHAW	PA	1.0	0.12
10/17	12:28	7249353429	GLENSHAW	PA	1.7	0.21	10/18	16:34	4124878161	GLENSHAW	PA	4.3	0.52
10/18	16:58	4124878161	WEXFORD	PA	3.9	0.46	10/18	17:28	7244440707	GIBSONIA	PA	5.7	0.67
10/19	10:41	7244533182	GLENSHAW	PA	1.1	0.13	10/19	10:54	7244533182	ZELIENOPLE	PA	0.9	0.11
10/19	10:55	7249353429	ZELIENOPLE	PA	1.0	0.12	10/19	17:15	7244533182	ZELIENOPLE	PA	1.0	0.12
Totals for 814-765-2459 MODEM												54.3	6.7

Calls for 814-765-8731																		
09/24	12:27	7173626718	ELIZABETH	PA	16.3	1.99	09/25	14:29	5702863688	SUNBURY	PA	4.2	0.51					
09/26	10:13	8144329608	FRANKLIN	PA	1.2	0.15	09/26	11:29	7173626718	ELIZABETH	PA	3.5	0.43					
09/26	15:17	8144329610	FRANKLIN	PA	5.1	0.62	09/27	09:10	8144329610	FRANKLIN	PA	5.8	0.71					
09/27	16:06	7243972400	MARION CTR	PA	2.4	0.29	09/27	16:12	7243972400	INDIANA	PA	1.0	0.12					
09/28	10:25	7243972400	MARION CTR	PA	0.9	0.11	09/28	11:46	7177726621	HARRISBURG	PA	0.5	0.06					
09/28	13:09	9109492155	WHISPEPINS	NC	1.2	0.18	09/28	13:18	9109492155	WHISPEPINS	NC	0.4	0.06					
09/28	13:20	9109492155	WHISPEPINS	NC	0.2	0.03	09/28	13:22	7243493400	INDIANA	PA	0.7	0.09					
09/28	13:25	7243493400	INDIANA	PA	1.1	0.13	09/28	14:31	7173282118	MERCERSBURG	PA	4.3	0.52					
09/28	14:39	5702863688	SUNBURY	PA	1.7	0.21	10/01	09:52	4124567139	PITTSBURGH	PA	2.4	0.29					
10/01	11:38	8144329610	FRANKLIN	PA	1.7	0.21	10/02	16:25	4128023901	PITTSBURGH	PA	16.3	1.95					
10/03	15:13	7244653282	INDIANA	PA	1.3	0.16	10/03	15:16	7243493400	INDIANA	PA	1.4	0.17					
10/03	17:18	7575498022	GREAT BDG	VA	1.2	0.18	10/04	10:30	7177871382	HARRISBURG	PA	1.8	0.22					
10/04	10:34	7243972400	MARION CTR	PA	4.8	0.59	10/04	12:37	4124316520	HARRISBURG	PA	1.0	0.12					
10/05	10:09	5702863688	SUNBURY	PA	2.4	0.29	10/05	10:12	7172315984	HARRISBURG	PA	1.1	0.13					
10/05	16:48	8645527323	GREENVILLE	SC	1.3	0.20	10/05	17:13	7172314518	HARRISBURG	PA	1.9	0.22					
10/08	10:40	4122320200	PITTSBURGH	PA	1.8	0.22	10/08	11:41	2022252431	WASHINGTON	DC	0.5	0.06					
10/09	11:32	5703454232	PINE GROVE	PA	1.5	0.18	10/09	12:07	8144329610	FRANKLIN	PA	9.4	1.15					
10/10	10:33	9372229687	DAYTON	OH	1.1	0.17	10/10	10:35	9147881800	PEEKSKILL	NY	5.4	0.81					
10/10	11:25	5707263196	MILL HALL	PA	1.2	0.15	10/10	16:38	4122814333	PITTSBURGH	PA	6.1	0.74					
10/12	10:05	8044385000	IRVINGTON	VA	0.5	0.08	10/12	10:06	8044385000	IRVINGTON	VA	1.1	0.17					
10/12	10:07	7243572207	INDIANA	PA	0.5	0.06	10/12	14:33	9372229687	DAYTON	OH	1.9	0.29					
10/15	12:29	8044385000	IRVINGTON	VA	0.9	0.14	10/15	12:31	8044385000	IRVINGTON	VA	0.7	0.11					
10/15	13:17	7173626718	ELIZABETH	PA	25.0	3.05	10/15	14:51	2155974390	PHILA	PA	1.5	0.18					
10/15	16:00	4125657592	PITTSBURGH	PA	0.7	0.09	10/16	16:52	7245841914	CRIDERSCOR	PA	1.3	0.16					
10/16	18:11	4124871655	GLENSHAW	PA	0.9	0.11	10/17	15:19	9372229687	DAYTON	OH	1.4	0.21					
10/17	15:23	7037427791	FAIRFAX	VA	1.2	0.18	10/17	16:11	5708232500	WILKSBARRE	PA	5.3	0.65					
10/18	15:58	7243972400	MARION CTR	PA	1.1	0.13	10/19	09:58	4124871655	GLENSHAW	PA	0.9	0.11					
10/19	10:17	4124873997	GLENSHAW	PA	17.1	2.09	10/19	11:19	7173595321	LITTLESTN	PA	0.7	0.09					
10/19	16:14	4124873997	GLENSHAW	PA	1.1	0.13	Totals for 814-765-8731											
												179.9	22.51					

Calls for 814-765-8972																		
09/24	12:47	9109492155	WHISPEPINS	NC	14.8	2.22	09/25	11:49	7706419696	ROSWELL	GA	2.2	0.33					
09/25	12:01	5702863688	SUNBURY	PA	0.2	0.02	09/25	14:55	5702863236	SUNBURY	PA	2.5	0.31					
09/26	11:08	7172314518	HARRISBURG	PA	0.9	0.11	09/26	11:15	5702863688	SUNBURY	PA	4.6	0.56					
09/27	10:28	7172314549	HARRISBURG	PA	0.8	0.10	09/28	08:48	5702863688	SUNBURY	PA	4.8	0.59					
09/28	09:37	5702863688	SUNBURY	PA	2.4	0.29	09/28	14:19	5702863688	SUNBURY	PA	0.6	0.07					
09/28	15:32	6304720400	HINSDALE	IL	0.6	0.09	09/28	16:07	6304720400	HINSDALE	IL	0.6	0.09					
10/01	13:42	8044351181	KILMARNOCK	VA	2.2	0.33	10/03	09:52	5702863688	SUNBURY	PA	2.5	0.31					
10/04	09:55	5702863688	SUNBURY	PA	1.5	0.18	10/04	09:58	9109492155	WHISPEPINS	NC	1.4	0.21					
10/04	11:06	7172314518	HARRISBURG	PA	19.6	2.39	10/04	11:42	4124873997	GLENSHAW	PA	0.9	0.11					
10/04	11:53	6104887412	BERNVILLE	PA	6.5	0.79	10/04	12:12	5702863688	SUNBURY	PA	2.0	0.24					
10/04	12:36	5702863688	SUNBURY	PA	1.7	0.21	10/05	11:11	4126729644	MCKEESPORT	PA	0.9	0.11					
10/05	12:47	8144552200	ERIE	PA	1.0	0.12	10/05	17:38	7172314518	HARRISBURG	PA	1.1	0.13					
10/08	12:43	4124316520	PITTSBURGH	PA	0.6	0.07	10/09	16:41	7402649517	STEUBENVL	OH	1.0	0.15					
10/09	17:06	5706291761	STROUDSBG	PA	0.7	0.08	10/17	11:40	4124873997	GLENSHAW	PA	1.7	0.21					
10/17	12:05	4124873997	GLENSHAW	PA	6.8	0.83	10/18	15:38	4124873997	GLENSHAW	PA	1.3	0.16					
10/19	10:46	4124873997	GLENSHAW	PA	0.8	0.10	Totals for 814-765-8972											
												89.2	11.51					

Calls for 814-765-8974													
												89.2	11.51

P = pay phone call, * = international call

Account: 210800

CALL MANAGER
FOR PERIOD 09/22/01 THROUGH 10/21/01

Date	Time	Phone Number	City	St	Minutes	Amount	Date	Time	Phone Number	City	St	Minutes	Amount	
Long Distance Service														
Calls for 814-765-8974														
09/24	15:00	7174261373	MARIETTA	PA	0.7	0.09	09/25	15:51	9372229687	DAYTON	OH	3.9	0.59	
09/26	14:27	8144329610	FRANKLIN	PA	7.7	0.94	09/27	10:27	4122320200	PITTSBURGH	PA	1.0	0.12	
09/27	10:48	7172315984	HARRISBURG	PA	4.6	0.56	09/28	13:15	4124316520	PITTSBURGH	PA	0.9	0.11	
09/28	15:15	4126482175	PITTSBURGH	PA	0.4	0.05	09/28	15:37	9109492155	WHISPEPINS	NC	1.1	0.17	
10/01	10:03	7172314518	HARRISBURG	PA	5.0	0.61	10/01	10:17	8044623407	LIVELY	VA	0.4	0.06	
10/01	13:47	7177957270	MECHANCSBG	PA	1.3	0.16	10/02	12:36	4126729644	MCKEESPORT	PA	3.5	0.43	
10/04	15:29	4124873997	GLENSHAW	PA	1.7	0.21	10/08	17:16	5708232500	WILKSBARRE	PA	0.8	0.09	
10/12	10:06	8044385000	IRVINGTON	VA	0.2	0.03	10/12	10:24	7243572207	INDIANA	PA	10.4	1.27	
10/12	13:25	3042353362	WILLIAMSON	WV	0.3	0.05	10/15	11:18	5703431181	SCRANTON	PA	7.6	0.93	
10/15	14:47	8044385000	IRVINGTON	VA	0.8	0.12	10/16	15:48	6108277535	CHESTERSPG	PA	1.1	0.13	
10/16	16:25	6108277535	CHESTERSPG	PA	1.0	0.12	10/16	18:12	4124873997	GLENSHAW	PA	0.7	0.08	
10/17	11:15	4128471465	PERRYSVL	PA	14.2	1.73	10/18	15:37	3042353362	WILLIAMSON	WV	0.4	0.06	
10/18	15:39	6062371700	SOWILIAMSN	KY	1.7	0.26	10/19	09:59	4124873997	GLENSHAW	PA	0.9	0.11	
Totals for 814-765-8974												72.3	9.08	
Calls for 814-765-8975														
10/01	10:03	5703216568	WILLIAMSPT	PA	0.4	0.05	10/05	12:03	7172314518	HARRISBURG	PA	58.8	7.17	
10/18	16:13	4128471465	PERRYSVL	PA	39.8	4.86							99.0	12.08
Totals for 814-765-8975														
Calls for 814-765-9893 FAX														
09/24	13:08	7244632571	INDIANA	PA	0.7	0.09	09/25	09:52	5702863625	SUNBURY	PA	4.6	0.56	
09/26	09:56	5702863625	SUNBURY	PA	1.1	0.13	09/26	13:12	5702863625	SUNBURY	PA	1.1	0.13	
09/26	15:03	7705181272	ROSWELL	GA	0.7	0.11	09/26	15:25	8144323149	FRANKLIN	PA	2.8	0.34	
09/28	11:52	7705181272	ROSWELL	GA	0.7	0.11	09/28	15:31	7244632571	INDIANA	PA	0.7	0.09	
09/28	15:52	7244632571	INDIANA	PA	1.1	0.13	09/28	16:27	9372223551	DAYTON	OH	2.5	0.38	
10/02	11:37	7705181272	ROSWELL	GA	0.7	0.11	10/03	11:26	7172324336	HARRISBURG	PA	5.2	0.63	
10/03	11:57	7705181272	ROSWELL	GA	0.8	0.12	10/04	16:16	4126727015	MCKEESPORT	PA	1.2	0.15	
10/08	11:29	7705181272	ROSWELL	GA	0.8	0.12	10/08	14:59	4124318688	PITTSBURGH	PA	0.9	0.11	
10/09	16:12	4124318688	PITTSBURGH	PA	0.7	0.09	10/17	14:31	2159688875	NEWTOWN	PA	0.8	0.10	
10/18	12:03	5702863625	SUNBURY	PA	0.5	0.06	10/18	12:06	5702863625	SUNBURY	PA	1.6	0.20	
10/18	15:36	4124873525	GLENSHAW	PA	1.1	0.13							30.3	3.89
Totals for 814-765-9893 FAX												525.0	65.62	
Totals for Long Distance Service														

P = pay phone call, * = international call

CLIENT : *Mr. Dave Gallaher*
DEPARTURE DATE : Monday, October 8, 2001
RETURN DATE : Wednesday, October 24, 2001
NUMBER IN PARTY : 4 Golfers

•••••

**SPAIN/PORTUGAL
CONFIRMED SCHEDULE
SELF-DRIVE TOUR**

MONDAY Depart the USA on board an early evening flight.

TUESDAY Arrive at Malaga Airport where you will be met by an InterGolf representative who will assist with the transfer to your rental van. Proceed to the Marbella Club. (*approx. 45 mins.*)

Overnight: Marbella Club Golf Resort

WEDNESDAY Play the **Marbella Club (10:24AM)** a 20 minute drive from the hotel, amidst the the hills of Benahavis. The championship course designed by Dave Thomas, has spectacular view of Gibraltar, the African Coastline and the Mountains.

Overnight: Marbella Club Golf Resort

THURSDAY Golf today at **La Quinta (9:52AM)**, majestically situated overlooking Costa del Sol's Golf Valley. Although a relatively short course, La Quinta requires accurate shots from tee to green.

Overnight: Marbella Club Golf Resort

FRIDAY Sightseeing for today.

Overnight: Marbella Club Golf Resort



- SATURDAY Travel to the San Roque Suites Hotel. (*approx. 1 hr.*)
Overnight: San Roque Suites Hotel
- SUNDAY Golf today on **San Roque (10:30AM)**, the outstanding new Tony Jacklin designed course, cut through some undulating and tree lined terrain.
Overnight: San Roque Suites Hotel
- MONDAY Golf **Valderrama (2:00PM)**, without question the Costa del Sol's toughest and best manicured courses. Annual venue of one of the European PGA Tour's premier events, the Volvo European Masters and venue of the 1997 Ryder Cup Matches.
Overnight: San Roque Suites Hotel
- TUESDAY Sightseeing for today. Travel to Jerez (*approx. 1 hr. 30 mins.*).
Overnight: Montecastillo Hotel and Golf Resort
- WEDNESDAY Today play **Montecastillo (10:00AM)**, a Jack Nicklaus designed course, which has some spectacular holes that pay tribute to its designer. Good course management will allow you to enjoy this challenging round of golf.
Overnight: Montecastillo Hotel and Golf Resort
- THURSDAY Travel today to the Algarve and the Dona Filipa Hotel. (*approx. 3 hrs.*)
Overnight: Dona Filipa, Vale do Lobo
- FRIDAY Play the **San Lorenzo (9:32AM)** Golf Course, recently ranked in *Golf* magazines "100 Greatest Courses in the World."
Overnight: Dona Filipa



SATURDAY Play **Vilamoura (Old Course)(1:15PM)**, situated on elevated ground and carved through an umbrella pine forest. Recently renovated, it is a fine test of golf, having hosted the Portuguese Open on numerous occasions.

Overnight: Dona Filipa

SUNDAY Travel today to Estoril. (*approx. 4 hrs. 30 mins.*)

Overnight: Vila Gale, Estoril

MONDAY Sightseeing for today.

Overnight: Vila Gale, Estoril

TUESDAY Sightseeing for today.

Overnight: Vila Gale, Estoril

WEDNESDAY Depart Lisbon Airport on your return flight to the USA.

TOUR INCLUDES:

- 4 nights bed and buffet breakfast, junior suite rooms, Marbella Club
- 3 nights bed and buffet breakfast, suite rooms, San Roque Suites Hotel
- 2 nights bed and buffet breakfast, junior suite rooms (one double bedded room and one twin bedded room, Montecastillo Hotel and Golf Resort, Jerez
- 3 nights, bed and buffet breakfast, suite rooms, Dona Filipa, Vale do Lobo
- 3 nights bed and buffet breakfast, seaview rooms, Vila Gale, Estoril
- Green fees and starting times for seven rounds of golf
- Manual transmission rental minivan unlimited mileage (including CDW) - 4 people sharing
- Meet & Greet by InterGolf representative
- Assistance of InterGolf Spanish and Portuguese office
- All local taxes



InterGolf

Important Information

Valderrama

All players must show proof of handicap: 24 for gentlemen, 30 for ladies. Starting times are at 15 minute intervals. NOTE: Soft spikes only are permitted at Valderrama. Tennis shoes, trainers and rubber dimpled shoes are not permitted.

Sotogrande

All players must show proof of handicap: 25 for gentlemen, 30 for ladies. NOTE: Soft spikes only are permitted at Sotogrande. Tennis shoes, trainers and rubber dimpled shoes are not permitted.

Vilamoura #1

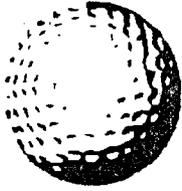
Vilamoura #1 (now known as the Old Course) has recently undergone a major renovation and have introduced the following handicap restrictions for men and ladies. Men will need to provide proof of a handicap of 24 or less and ladies 28 or less. Proof can be either a current USGA handicap card or letter from a club pro testifying to the individuals handicap. Vilamoura #1 also requires the use of "softspikes".



Oct 11 00 06:17p

(770) 518-1272

p. 1



InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

FAX TRANSMISSION

DATE:	October 11, 2000	FROM:	Leslie Carlson
TO:	Dave Gallagher	COMP:	InterGolf
COMP:		E-Mail:	leslie@golftravel.com
FAX:	814-765-3968	Fax:	770-518-1272

If any of this transmission is illegible, please call 800 468 0051, extension 243.

PAGE 1 OF 5 (including cover sheet)

RE: Spain/Portugal Self Drive Trip/October 6-21, 2001

Dear Dave:

Thank you for your recent inquiry concerning traveling with InterGolf on one of our customized trips. Per your request I am sending you a copy of an itinerary for your trip.

I have left out the hotel in Lisbon. We can discuss the type of property for you. Once you decide we can then make the reservation and guarantee to your credit card. We have used the Sheraton in the past as well as some Melia properties.

In order to book this trip we would need \$600.00 per person, along with a signed credit card authorization form. We will then start the confirmation process with our Spanish office. While we can confirm the hotels for your trip, the golf is subject to confirmation until the end of January 2001 due to how the courses set their calendars.

Please review all and if you have any questions don't hesitate to contact me. I will be out of the office from 12OCT, back on 23OCT. I look forward to hearing from you soon.

Sincerely,

Leslie Carlson
ext. 243

Oct 11 00 06:17p

(770) 518-1272

p.2

CLIENT : Mr. Dave Gallagher
DEPARTURE DATE : Saturday, October 6, 2001
RETURN DATE : Sunday, October 21, 2001
NUMBER IN PARTY : 4 Golfers

**SPAIN/PORTUGAL
 PROPOSAL
 SELF-DRIVE TOUR**

SATURDAY Depart the USA on board an early evening flight.

SUNDAY Arrive at Malaga Airport where you will be met by an InterGolf representative who will assist with the transfer to your rental van. Proceed to the El Fuerte Hotel, a beautiful beachfront property in the Costa del Sol, which will be your base for the week. (approx. 45 mins.)

Overnight: El Fuerte Hotel

MONDAY Golf will be scheduled at **La Cala.** (approx. 1 hr.)

Overnight: El Fuerte Hotel

TUESDAY Play **La Quinta.**

Overnight: El Fuerte Hotel

WEDNESDAY Travel to the San Roque Suites Hotel. (approx. 1 hr.) Play **San Roque** in the afternoon.

Overnight: San Roque Suites Hotel

THURSDAY Play **Sotogrande.**

Overnight: San Roque Suites Hotel

Oct 11 00 06:18p

(770) 518-1272

p. 3

FRIDAY Today play **Valderrama**.
Overnight: San Roque Suites Hotel

SATURDAY Travel today to the Algarve and the Dona Filipa Hotel.
(approx. 4 hrs. 30 mins.)
Overnight: Dona Filipa, Vale do Lobo

SUNDAY Play the **Millenium Course** at Vilamoura.
Overnight: Dona Filipa

MONDAY Play **Vale do Lobo**.
Overnight: Dona Filipa

TUESDAY Play **San Lorenzo**.
Overnight: Dona Filipa

WEDNESDAY Play **Vilamoura, the Old Course**.
Overnight: Dona Filipa

THURSDAY Travel today to Lisbon. (approx. 4 hrs. 30 mins.)
Overnight: To be determined

FRIDAY Sightseeing for today.
Overnight: To be determined

SATURDAY Sightseeing for today.
Overnight: To be determined

SUNDAY Depart Lisbon Airport on your return flight to the USA.

Oct 11 00 06:18p

(770)518-1272

P. 4

TOUR INCLUDES:

- 3 nights bed and buffet breakfast, seaview rooms, El Fuerte Hotel, Marbella
- 3 nights bed and buffet breakfast, suite rooms, San Roque Suites Hotel
- 5 nights, bed and buffet breakfast, standard rooms, Dona Filipa, Vale do Lobo
- Green fees and starting times for nine rounds of golf
- Manual transmission rental minivan unlimited mileage (including CDW) - 4 people sharing
- Meet & Greet by InterGolf representative
- Assistance of InterGolf Spanish and Portuguese office
- All local taxes

PRICE PER PERSON:

GOLFER	\$4,195
---------------	----------------

Oct 11 00 06:18p

(770)518-1272

p.5

Important Information

Valderrama

All players must show proof of handicap: 24 for gentlemen, 30 for ladies. Starting times are at 15 minute intervals. NOTE: Soft spikes only are permitted at Valderrama. Tennis shoes, trainers and rubber dimpled shoes are not permitted.

Sotogrande

All players must show proof of handicap: 25 for gentlemen, 30 for ladies. NOTE: Soft spikes only are permitted at Sotogrande. Tennis shoes, trainers and rubber dimpled shoes are not permitted.

Vilamoura #1

Vilamoura #1 (now known as the Old Course) has recently undergone a major renovation and have introduced the following handicap restrictions for men and ladies. Men will need to provide proof of a handicap of 24 or less and ladies 28 or less. Proof can be either a current USGA handicap card or letter from a club pro testifying to the individuals handicap. Vilamoura #1 also requires the use of "softspikes".

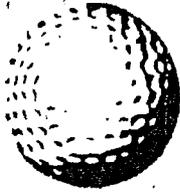
Oct 27 00 06:09p

8147654581

27 6

(770)518-1272

p. 1



InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

FAX TRANSMISSION

DATE:	October 27, 2000	FROM:	Leslie Carlson
TO:	Dave Gallagher	COMP:	InterGolf
COMP:		E-Mail:	leslie@golftravel.com
FAX:	814-765-3968	Fax:	770-518-1272

If any of this transmission is illegible, please call 800 468 0051 extension 243.

PAGE 1 OF 5 (including cover sheet)

RE: Spain/Portugal Self Drive Trip/October 8-²⁷ 28, 2001

Dear Dave:

Following is the revised schedule for your trip. I have altered the hotel in Marbella to the Marbella Club. You will really enjoy the hotel, it is also right on the beach, deluxe property. After San Roque I have you going to Jerez to the Montecastillo Hotel and Golf Resort. It is a nice break and the course is a Jack Nicklaus design.

Once again, I have left out the hotel in Lisbon. We can discuss the type of property for you. Once you decide we can then make the reservation and guarantee to your credit card. We have used the Sheraton in the past as well as some Melia properties.

In order to book this trip we would need \$600.00 per person, along with a signed credit card authorization form. We will then start the confirmation process with our Spanish office. While we can confirm the hotels for your trip, the golf is subject to confirmation until the end of January 2001 due to how the courses set their calendars.

Please review all and if you have any questions don't hesitate to contact me.

Sincerely,

Leslie Carlson
ext. 243



CLEARFIELD, PENNSYLVANIA, U.S.A. 18830 • P.O. BOX 902A • (814) 765-8544
FAX (814) 765-4581

To: CARL BELIN

Date: 10/30/00

FAX # 765-9893

Number of Pages 6
(including cover sheet)

SUBJECT: _____

MESSAGE: SENDING REVISED PROPOSED
ITINERARY FOR SPAIN / PORTUGAL
WITH A COUPLE LESS GOLF GAMES
SCHEDULED. LOOK IT OVER AND WE
CAN DISCUSS

FROM: DAVE

Oct 27 00 06:09p

(770)518-1272

p. 2

CLIENT : Mr. Dave Gallaher
DEPARTURE DATE : Monday, October 8, 2001
RETURN DATE : Wednesday, October 24, 2001
NUMBER IN PARTY : 4 Golfers

**SPAIN/PORTUGAL
PROPOSAL
SELF-DRIVE TOUR**

MONDAY Depart the USA on board an early evening flight.

TUESDAY Arrive at Malaga Airport where you will be met by an InterGolf representative who will assist with the transfer to your rental van. Proceed to the Marbella Club. (approx. 45 mins.)

Overnight: Marbella Club

WEDNESDAY Sightseeing for today.

Overnight: Marbella Club

THURSDAY Golf will be scheduled at La Cala. (approx. 1 hr.)

Overnight: Marbella Club

FRIDAY Play La Quinta.

Overnight: Marbella Club

SATURDAY Travel to the San Roque Suites Hotel. (approx. 1 hr.)

Overnight: San Roque Suites Hotel

SUNDAY Today play San Roque.

Overnight: San Roque Suites Hotel

Oct. 27 00 06:10p

(770)518-1272

P. 3

MONDAY Play Valderamma.

Overnight: San Roque Suites Hotel

TUESDAY Sightseeing for today. Travel to Jerez (approx. 1 hr. 30 mins.).

Overnight: Montecastillo Hotel and Golf Resort

WEDNESDAY Play Montecastillo.

Overnight: Montecastillo Hotel and Golf Resort

THURSDAY Travel today to the Algarve and the Dona Filipa Hotel. (approx. 3 hrs.)

Overnight: Dona Filipa, Vale do Lobo

FRIDAY Play San Lorenzo.

Overnight: Dona Filipa

SATURDAY Play Vilamoura, the Old Course.

Overnight: Dona Filipa

SUNDAY Travel today to Lisbon. (approx. 4 hrs. 30 mins.)

Overnight: To be determined

MONDAY Sightseeing for today.

Overnight: To be determined

TUESDAY Sightseeing for today.

Overnight: To be determined

WEDNESDAY Depart Lisbon Airport on your return flight to the USA.

Oct 27 00 06:10p

(770)518-1272

P. 4

TOUR INCLUDES:

- 4 nights bed and buffet breakfast, standard rooms, Marbella Club
- 3 nights bed and buffet breakfast, suite rooms, San Roque Suites Hotel
- 2 nights bed and buffet breakfast, standard rooms, Montecastillo Hotel and Golf Resort, Jerez
- 3 nights, bed and buffet breakfast, standard rooms, Dona Filipa, Vale do Lobo
- Green fees and starting times for seven rounds of golf
- Manual transmission rental minivan unlimited mileage (including CDW) - 4 people sharing
- Meet & Greet by InterGolf representative
- Assistance of InterGolf Spanish and Portuguese office
- All local taxes

PRICE PER PERSON:

GOLFER

\$3,950

Oct 27 00 06:10p

(770)518-1272

p. 5

Important Information

Valderrama

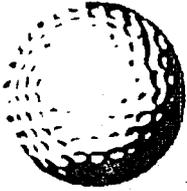
All players must show proof of handicap: 24 for gentlemen, 30 for ladies. Starting times are at 15 minute intervals. NOTE: Soft spikes only are permitted at Valderrama. Tennis shoes, trainers and rubber dimpled shoes are not permitted.

Sotogrande

All players must show proof of handicap: 25 for gentlemen, 30 for ladies. NOTE: Soft spikes only are permitted at Sotogrande. Tennis shoes, trainers and rubber dimpled shoes are not permitted.

Vilamoura #1

Vilamoura #1 (now known as the Old Course) has recently undergone a major renovation and have introduced the following handicap restrictions for men and ladies. Men will need to provide proof of a handicap of 24 or less and ladies 28 or less. Proof can be either a current USGA handicap card or letter from a club pro testifying to the individuals handicap. Vilamoura #1 also requires the use of "softspikes".



InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

FAX TRANSMISSION

DATE:	November 28, 2000	FROM:	Leslie Carlson
TO:	Dave Gallaher	COMP:	InterGolf
COMP:		E-Mail:	leslie@golftravel.com
FAX:	814-765- ⁴⁵⁸¹ 3968	Fax:	770-518-1272

If any of this transmission is illegible, please call 800 468 0051 extension 243.

PAGE 1 OF 7 (including cover sheet)

RE: Spain/Portugal Self Drive Trip/October 8- 24, 2001

Dear Dave:

So sorry for the delay, I was in California for a week. I hope you had a great holiday. Following is the revised schedule that shows the upgraded rooms. I have also included an air quote for you. If you have any questions regarding the air please contact either Pat (ext. 230) or Jennifer (ext. 248) in our air department.

In order to book this trip we would need \$600.00 per person, along with a signed credit card authorization form. We will then start the confirmation process with our Spanish office. While we can confirm the hotels for your trip, the golf is subject to confirmation until the end of January 2001 due to how the courses set their calendars.

I will be out of the office from 20NOV, back on 27NOV. I hope you have a Happy Thanksgiving!

Sincerely,

Leslie Carlson
ext. 243

CLIENT : Mr. Dave Gallaher
DEPARTURE DATE : Monday, October 8, 2001
RETURN DATE : Wednesday, October 24, 2001
NUMBER IN PARTY : 4 Golfers

.....

**SPAIN/PORTUGAL
 PROPOSAL
 SELF-DRIVE TOUR**

- MONDAY** Depart the USA on board an early evening flight.
- TUESDAY** Arrive at Malaga Airport where you will be met by an InterGolf representative who will assist with the transfer to your rental van. Proceed to the Marbella Club. (approx. 45 mins.)
 Overnight: Marbella Club
- WEDNESDAY** Sightseeing for today.
 Overnight: Marbella Club
- THURSDAY** Golf will be scheduled at La Cala. (approx. 1 hr.)
 Overnight: Marbella Club
- FRIDAY** Play La Quinta.
 Overnight: Marbella Club
- SATURDAY** Travel to the San Roque Suites Hotel. (approx. 1 hr.)
 Overnight: San Roque Suites Hotel
- SUNDAY** Today play San Roque.
 Overnight: San Roque Suites Hotel

Nov 28 00 11:34a

(770)518-1272

p. 3

MONDAY Play Valderamma.

Overnight: San Roque Suites Hotel

TUESDAY Sightseeing for today. Travel to Jerez (*approx. 1 hr. 30 mins.*).

Overnight: Montecastillo Hotel and Golf Resort

WEDNESDAY Play Montecastillo.

Overnight: Montecastillo Hotel and Golf Resort

THURSDAY Travel today to the Algarve and the Dona Filipa Hotel. (*approx. 3 hrs.*)

Overnight: Dona Filipa, Vale do Lobo

FRIDAY Play San Lorenzo.

Overnight: Dona Filipa

SATURDAY Play Vilamoura, the Old Course.

Overnight: Dona Filipa

SUNDAY Travel today to Lisbon. (*approx. 4 hrs. 30 mins.*)

Overnight: To be determined

MONDAY Sightseeing for today.

Overnight: To be determined

TUESDAY Sightseeing for today.

Overnight: To be determined

WEDNESDAY Depart Lisbon Airport on your return flight to the USA.

Nov 28 00 11:34a

(770)518-1272

p.4

TOUR INCLUDES:

- 4 nights bed and buffet breakfast, junior suite rooms, Marbella Club
- 3 nights bed and buffet breakfast, suite rooms, San Roque Suites Hotel
- 2 nights bed and buffet breakfast, junior suite rooms, Montecastillo Hotel and Golf Resort, Jerez
- 3 nights, bed and buffet breakfast, junior suite rooms, Dona Filipa, Vale do Lobo
- Green fees and starting times for seven rounds of golf
- Manual transmission rental minivan unlimited mileage (including CDW) - 4 people sharing
- Meet & Greet by InterGolf representative
- Assistance of InterGolf Spanish and Portuguese office
- All local taxes

PRICE PER PERSON:**GOLFER****\$4,685**

Important Information

Valderrama

All players must show proof of handicap: 24 for gentlemen, 30 for ladies. Starting times are at 15 minute intervals. NOTE: Soft spikes only are permitted at Valderrama. Tennis shoes, trainers and rubber dimpled shoes are not permitted.

Sotogrande

All players must show proof of handicap: 25 for gentlemen, 30 for ladies. NOTE: Soft spikes only are permitted at Sotogrande. Tennis shoes, trainers and rubber dimpled shoes are not permitted.

Vilamoura #1

Vilamoura #1 (now known as the Old Course) has recently undergone a major renovation and have introduced the following handicap restrictions for men and ladies. Men will need to provide proof of a handicap of 24 or less and ladies 28 or less. Proof can be either a current USGA handicap card or letter from a club pro testifying to the individuals handicap. Vilamoura #1 also requires the use of "softspikes".

Nov 28 00 11:35a

(770)518-1272

p.6

AIR SCHEDULE FOR Mr. Dave Gallaher

EASTBOUND

<u>AIRLINE</u>	<u>FLT NO.</u>	<u>DATE</u>	<u>FROM</u>	<u>TO</u>	<u>TIME</u>
Continental	3766	8Oct	Pittsburgh	Newark	4:55p-6:40p
Continental	62	8Oct	Newark	Madrid	8:30p-9:40a

MADRID TO MALAGA

Iberia	214	9Oct	Madrid	Malaga	11:55a-1:00p
--------	-----	------	--------	--------	--------------

The rate for this portion of the itinerary in economy is \$109.50 including taxes per person.

WESTBOUND

<u>AIRLINE</u>	<u>FLT NO.</u>	<u>DATE</u>	<u>FROM</u>	<u>TO</u>	<u>TIMES</u>
Continental	65	24Oct	Lisbon	Newark	9:20a-12:10p
Continental	3789	24Oct	Newark	Pittsburgh	2:50p-4:30p

The rate that InterGolf can offer you for the Continental portion of this itinerary in economy is \$819.70 including taxes per person. The rate that InterGolf can offer you for the Continental portion of this itinerary in business class is \$3619.70 including taxes per person. Since this amount is a discounted fare it must be added to your final payment and cannot be issued separately from the land portion of your trip. However to guarantee this fare we should at this time hold reservations for you. The published business class fare for this itinerary is \$5203.70 including taxes per person.

Tickets are totally non refundable in economy, except in the event of hospitalization or death of the passenger or family member with documentation. Restrictions apply on the business class fare.

If you need any further assistance or have any questions regarding the air schedule please don't hesitate to contact Pat (ext 230) or Jennifer (ext 248) at InterGolf, 1800 468 0051 or 770 518 1250.

PLEASE PRINT NAME AS IT APPEARS ON YOUR PASSPORT

CLIENT SIGNATURE _____ FREQUENT FLYER NUMBER _____

**AIR SCHEDULE & QUOTE
FOR
Mr. Dave Gallaher**

EASTBOUND

<u>AIRLINE</u>	<u>FLT NO.</u>	<u>DATE</u>	<u>FROM</u>	<u>TO</u>	<u>TIME</u>
American	5040	8Oct	Pittsburgh	New York	2:41p-4:29p
American	7454	8Oct	New York	Madrid	6:15p-7:25a
Spanair	543	9Oct	Madrid	Malaga	9:40a-10:45a

WESTBOUND

<u>AIRLINE</u>	<u>FLT NO.</u>	<u>DATE</u>	<u>FROM</u>	<u>TO</u>	<u>TIMES</u>
American	6051	24Oct	Lisbon	New York	9:55a-12:30p
American	5051	24Oct	New York	Pittsburgh	4:20p-6:28p

The rate for this itinerary in economy is \$882.20 including taxes per person. **Air fare is not guaranteed until the tickets are actually issued.** The business class fare for this itinerary is \$4445.20 including taxes per person.

Economy tickets are non refundable in economy, except in the event of hospitalization or death of the passenger or family member with documentation. The business class fare is fully refundable.

We can put your air fare on your credit card. If you need any further assistance or have any questions regarding the air schedule please don't hesitate to contact Pat at InterGolf, 1800 468 0051 ext 230 or Jennifer at ext 248. **PLEASE SIGN AND RETURN.**

I authorize InterGolf to charge to my credit card _____

exp_____. The amount of \$_____, for airline tickets.

CLIENT SIGNATURE _____ Frequent Flyer # _____

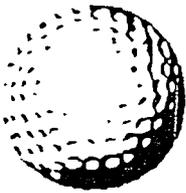
PLEASE PRINT YOUR NAME AS IT APPEARS ON YOUR PASSPORT

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

Sep 26 01 01:22p

(770) 518-1272

P. 1



InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-3051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

MR CARL BELIN

September 26, 2001

Dear Mr Belin,

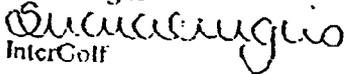
I have attached a copy of our Company policy and this really sets out our position regarding the way in which we are trying to fairly and appropriately deal with these exceptional circumstances, and give Clients (such as yourself who earlier chose NOT to take out Travelers Insurance permitting them to cancel) who prefer not to travel at this difficult time the ability to do so without incurring our cancellation fees. This policy that we adopted has been seen as fair by all other Clients who have chosen to take this rescheduling option and we do still have a number of Clients who are traveling.

On our reservation form, which you read, signed and initialed has our cancellation policies -- which at 59-21 days before departure would be 50%, this is of course on offer to you. The same form you signed and initialed to decline the Travelers Insurance offered. Most airlines and tour Companies have already returned to exercising normal trading and cancellation conditions.

Please read the policy below and I will be in touch later in the day.

Yours sincerely,

Shona Inglis


InterGolf

678 323 1340

EXHIBIT

tabbler
0-3

TRAVEL UPDATE

The tragic events of September 11, 2001 will have a major impact on each of our lives for all time. The thoughts and prayers of everyone at InterGolf are with those who have lost friends or family members as a result of this despicable carnage.

Since the disaster, and the effect it has had on travel arrangements, we have been assisting clients who were out of the United States at the time, and trying to return home. This is now largely done. We also had many clients who were simply not able to commence their vacations from the USA as airlines were not flying, and they have been offered rescheduled trips in 2002.

With the air travel situation returning to some form of normalcy, we now turn our attention to those clients who are due to travel with the next few weeks. We find ourselves having to strike a difficult balance between the cancellation and continuation of these trips. With this in mind we have heeded the call to return to work from the President and will continue to offer our clients their planned golf vacations. We know that our suppliers, golf courses and hoteliers alike will provide the warmest of welcomes.

We do however understand entirely, that while it is now possible to continue with planned golf vacations, many clients simply do not wish to travel for many reasons at this point in time, and would prefer to remain with their families in the United States.

Any of our clients who chose to take out our Travelers Insurance when they booked are able to cancel without penalty. Many of our clients however have no cancellation protection, and we have been working with key suppliers in order to make some special provision for them in light of these exceptional circumstances. Many of the smaller suppliers do have very real concerns about the ongoing viability of their businesses.

While we are monitoring this on an ongoing basis, at present for anyone scheduled to commence their vacation by October 31, who is not otherwise covered, we will permit the schedule to be rolled forward and be taken within 12 months for a nominal charge of 10% of the trip value. While suppliers are prepared to waive 2001 charges, this charge is simply to take account of ongoing inflationary charges and other non recoverable prepaid expenses. Schedule rebooking is of course subject to availability, and the sooner it is rebooked, the more chance there is that the desired schedule is available. It should be noted that anyone canceling within 21 days of travel, would ordinarily be liable for a 75% cancellation charge.

This nominal additional charge would not be payable until 60 days in advance of the rescheduled trip.

Many major airlines are also currently waiving fees and administrative charges for ticket changes (or are offering a refund option) for air travel in the next few days. Please consult your airline's web site for the latest information or speak with our air department.

if InterGolf issued your airline ticket. In the event you choose to cancel your travel arrangements, the respective airline penalties or other considerations would apply.

We do hope clients will continue with their plans at this time. We do understand if you do not, and hope that our proposed provision for otherwise uninsured travelers is seen as fair and appropriate. Please be assured that we hold paramount the concerns of our clients at all times.

Gordon Dalglish
President
InterGolf Vacations



InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

February 13, 2001

Mr. Carl Belin
316 W. Market St.
Clearfield, PA 16830

Dear Mr. Gallaher,

Spain/Portugal Golf Trip / October 8 - 24, 2001

Thank you for your recent booking with InterGolf.

Enclosed please find a copy of your *schedule*, an *invoice* which reflects the payment received and the balance due, and a *reservation form* to be completed within the next 14 days and returned to this office.

Pat Truehart (ext. 230) in our air department, will be in contact soon with suggestions for your air travel.

InterGolf highly recommends travel insurance to protect you in the event of unforeseen emergencies. In this regard, we would like to bring to your attention a newly introduced travel insurance policy which waives all preexisting conditions if the coverage is purchased at the time of reservation. By special arrangement, InterGolf clients have fourteen (14) days from the date of this letter to mail the enclosed application directly to The Travelers (Travel Insured International). Therefore, your insurance application must be postmarked no later than fourteen (14) days from the above date. Should you have questions regarding this insurance, you can call The Travelers at 800-243-3174 and quote the InterGolf account number: 41484.

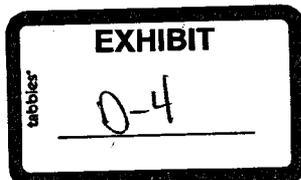
You can certainly purchase travel insurance at any other time prior to departure, however the preexisting conditions clause will not be in effect.

You will receive your final travel documents approximately *twenty-one* days prior to departure.

Please review all of the enclosed information carefully, and if you have any questions please do not hesitate to contact me.

Sincerely,

Leslie Carlson
Sales Manager
ext. 243



ACCOUNT INFORMATION

Account Name
 Account Number
 Phone Number

BELIN & KUBISTA LAW OFFICE
 015 0419610 3
 MULTIPLE SERVICES

CELLULAR SERVICE

MONTHLY CHARGES FOR (814)761-5004

MONTHLY SERVICE 10/03-->11/02
 MONTHLY FEATURE 10/03-->11/02
 TOTAL MINS ALLOWED 300
 TOLL CHGS
 FEDERAL EXCISE TAX
 PA STATE SALES TAX
 FED UNIV SERVICE CHG
Total Monthly Charges

REGIONAL TALK 300..... 29.98
 NETWORK SVC CHARGE/ID..... 1.98
 USED 157.....
 1.70
 1.01
 1.82
 0.35
 36.96
 36.96

Total Phone Detail

ORIGINATION	DATE	TIME	CITY	ST	DIR	NPA	NXX	LINE	MIN PER	AIR	TOLL	ROMER	TOTAL
HOME	903	799P	VOICBXRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	903	740P	VOICBXRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	904	153P	CLEARFIELD PA	ML	814	765	8972		2.0 P	0.00	0.00	0.00	0.00
PITTSBURG PA	905	1040A	CLEARFIELD PA	ML	814	765	8763		2.0 P	0.00	0.00	0.00	0.00
PITTSBURG PA	905	1043A	CLEARFIELD PA	ML	814	765	8972		2.0 P	0.00	0.00	0.00	0.00
PITTSBURG PA	905	1054A	DUBOIS CEL PA	ML	814	590	2869		3.0 P	0.00	0.00	0.00	0.00
PITTSBURG PA	905	1124A	CLEARFIELD PA	ML	814	765	8972		3.0 P	0.00	0.00	0.00	0.00
PITTSBURG PA	905	1127A	CLEARFIELD PA	ML	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	905	1129A	BIG RUN PA	ML	814	427	2555		15.0 P	0.00	0.00	0.00	0.00
HOME	905	1155A	VOICBXRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	905	1201P	VOICBXRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	905	135P	VOICBXRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	905	136P	VOICBXRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	905	817P	VOICBXRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	905	817P	VOICBXRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	905	819P	VOICBXRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	905	819P	VOICBXRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	905	820P	GREENVILLE NC	ML	252	830	2035		14.0 P	0.00	0.00	0.00	0.00
HOME	906	117P	LOCAL	MM	814	541	4206		2.0 P	0.00	0.00	0.00	0.00
HOME	906	121P	LOCAL	MM	814	541	4206		2.0 P	0.00	0.00	0.00	0.00
HOME	906	129P	INCOMING	LM	814	761	5004		4.0 P	0.00	0.00	0.00	0.00
HOME	906	138P	INCOMING	LM	814	761	5004		4.0 P	0.00	0.00	0.00	0.00
HOME	906	153P	VOICBXRETR	MF	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	906	212P	DUBOIS CEL PA	ML	814	590	2869		3.0 P	0.00	0.00	0.00	0.00
HOME	908	1026A	HO AIR CHG	ML	251	639	0816		0.0 O	0.00	0.00	0.00	0.00
HOME	909	106P	HO AIR CHG	MM	814	761	5006		0.0 O	0.00	0.00	0.00	0.00
HOME	911	1048A	CLEARFIELD PA	ML	814	765	8763		3.0 P	0.00	0.00	0.00	0.00
HOME	911	1202P	CLEARFIELD PA	ML	814	765	8763		1.0 P	0.00	0.00	0.00	0.00
HOME	912	924A	DUBOIS CEL PA	ML	814	590	2869		1.0 P	0.00	0.00	0.00	0.00
HOME	914	1148A	CLEARFIELD PA	ML	814	765	8763		1.0 P	0.00	0.00	0.00	0.00
HOME	914	1254P	WASZ 17	VA	ML	703	237	0273	1.0 P	0.00	0.00	0.00	0.00
ALTOONIA PA	915	415P	WASZ 17	VA	ML	703	237	0273	1.0 P	0.00	0.00	0.00	0.00
KRISTONKIO PA	915	457P	SPARTANBG SC	ML	864	587	0847		8.0 O	0.00	0.00	0.00	0.00
FUNKSTOWN MD	915	607P	LAUREL 236 MD	ML	301	776	9644		1.0 O	0.00	0.00	0.00	0.00
HOME	917	1159A	CLEARFIELD PA	ML	814	765	8972		1.0 P	0.00	0.00	0.00	0.00
HOME	917	1201P	DUBOIS CEL PA	ML	814	590	2869		2.0 P	0.00	0.00	0.00	0.00
HOME	917	1255P	INCOMING	LM	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	917	139P	INCOMING	LM	814	761	5004		1.0 P	0.00	0.00	0.00	0.00
HOME	917	342P	WASZ 17	VA	ML	703	237	0273	3.0 P	0.00	0.00	0.00	0.00
HOME	917	345P	CLEARFIELD PA	ML	814	765	8972		2.0 P	0.00	0.00	0.00	0.00
HOME	917	910P	HO AIR CHG	ML	703	237	0273		0.0 O	0.00	0.00	0.00	0.00

Date	Time	Phone Number	City	St	Minutes	Amount	Date	Time	Phone Number	City	St	Minutes	Amount
Long Distance Service													
Calls for 814-765-2459 MODEM													
09/28	16:11	4126727015	MCKEESPORT	PA	5.9	0.72	10/03	11:32	5702863625	SUNBURY	PA	0.9	0.11
10/04	11:41	4124873525	GLENSHAW	PA	0.8	0.10	10/04	11:52	4124873525	GLENSHAW	PA	1.0	0.12
10/04	12:33	7177721459	HARRISBURG	PA	1.3	0.16	10/04	14:14	5702863625	SUNBURY	PA	3.2	0.39
10/04	15:24	4124873525	GLENSHAW	PA	0.9	0.11	10/04	15:27	4124873525	GLENSHAW	PA	0.9	0.11
10/04	15:31	4124873525	GLENSHAW	PA	1.0	0.12	10/04	15:45	4124873525	GLENSHAW	PA	1.3	0.16
10/04	16:22	4108238068	TOWSON	MD	0.8	0.12	10/08	10:30	4122320206	PITTSBURGH	PA	2.3	0.28
10/08	10:45	4122663649	PITTSBURGH	PA	0.7	0.09	10/08	11:34	8476047600	LAKEFOREST	IL	5.7	0.86
10/08	14:35	4124318688	PITTSBURGH	PA	4.7	0.57	10/10	14:19	4128584935	MONROEVIL	PA	1.5	0.18
10/10	17:03	4124873525	GLENSHAW	PA	0.8	0.09	10/17	12:23	4124873525	GLENSHAW	PA	1.0	0.12
10/17	12:28	7249353429	WEXFORD	PA	1.7	0.21	10/18	16:34	4124878161	GLENSHAW	PA	4.3	0.52
10/18	16:58	4124878161	GLENSHAW	PA	3.9	0.46	10/18	17:28	7244440707	GIBSONIA	PA	5.7	0.67
10/19	10:41	7244533182	ZELIENOPLE	PA	1.1	0.13	10/19	10:54	7244533182	ZELIENOPLE	PA	0.9	0.11
10/19	10:55	7249353429	WEXFORD	PA	1.0	0.12	10/19	17:15	7244533182	ZELIENOPLE	PA	1.0	0.12

Totals for 814-765-2459 MODEM

54.3 6.7

Calls for 814-765-8731

09/24	12:27	7173626718	ELIZABETHV	PA	16.3	1.99	09/25	14:29	5702863688	SUNBURY	PA	4.2	0.51
09/26	10:13	8144329608	FRANKLIN	PA	1.2	0.15	09/26	11:29	7173626718	ELIZABETHV	PA	3.5	0.43
09/26	15:17	8144329610	FRANKLIN	PA	5.1	0.62	09/27	09:10	8144329610	FRANKLIN	PA	5.6	0.71
09/27	16:06	7243572400	MARION CTR	PA	2.4	0.29	09/27	16:12	7243493400	INDIANA	PA	1.0	0.12
09/28	10:25	7243972400	MARION CTR	PA	0.9	0.11	09/28	11:46	7177726621	HARRISBURG	PA	0.5	0.06
09/28	13:09	9109492155	WHISPEPINS	NC	1.2	0.18	09/28	13:18	9109492155	WHISPEPINS	NC	0.4	0.06
09/28	13:20	9109492155	WHISPEPINS	NC	0.2	0.03	09/28	13:22	7243493400	INDIANA	PA	0.7	0.09
09/28	13:25	7243493400	INDIANA	PA	1.1	0.13	09/28	14:31	7173282118	MERCERSBURG	PA	4.3	0.52
09/28	14:39	5702863688	SUNBURY	PA	1.7	0.21	10/01	09:52	4124567139	PITTSBURGH	PA	2.4	0.29
10/01	11:38	8144329610	FRANKLIN	PA	1.7	0.21	10/02	16:25	4128023901	PITTSBURGH	PA	16.3	1.99
10/03	15:13	7244653282	INDIANA	PA	1.3	0.16	10/03	15:16	7243493400	INDIANA	PA	1.4	0.17
10/03	17:18	7575498022	GREAT BDG	VA	1.2	0.18	10/04	10:30	7177871382	HARRISBURG	PA	1.8	0.22
10/04	10:34	7243972400	MARION CTR	PA	4.8	0.59	10/04	12:37	4124315520	PITTSBURGH	PA	1.0	0.12
10/05	10:09	5702863688	SUNBURY	PA	2.4	0.29	10/05	10:12	7172315984	HARRISBURG	PA	1.1	0.13
10/05	16:48	8645527323	GREENVILLE	SC	1.3	0.20	10/05	17:13	7172314518	HARRISBURG	PA	1.9	0.22
10/08	10:40	4122320200	PITTSBURGH	PA	1.8	0.22	10/08	11:41	2022252431	WASHINGTON	DC	0.5	0.06
10/09	11:32	5703454252	PINE GROVE	PA	1.5	0.18	10/09	12:07	8144329610	FRANKLIN	PA	9.4	1.15
10/10	10:33	9372229687	DAYTON	OH	1.1	0.17	10/10	10:35	9147881800	PEEKSKILL	NY	5.4	0.81
10/10	11:25	5707263196	MILL HALL	PA	1.2	0.15	10/10	16:38	4122614333	PITTSBURGH	PA	6.1	0.74
10/12	10:05	8044385000	IRVINGTON	VA	0.5	0.06	10/12	10:06	8044385000	IRVINGTON	VA	1.1	0.17
10/12	10:07	7243572207	INDIANA	PA	0.5	0.06	10/12	14:33	9372229687	DAYTON	OH	1.9	0.29
10/15	12:29	8044385000	IRVINGTON	VA	0.9	0.14	10/15	12:31	8044385000	IRVINGTON	VA	0.7	0.11
10/15	13:17	7173626718	ELIZABETHV	PA	25.0	3.05	10/15	14:51	215597439C	PHILA	PA	1.5	0.18
10/15	16:00	4125657592	PITTSBURGH	PA	0.7	0.09	10/16	16:52	7245841914	CRIDERSCOR	PA	1.3	0.16
10/16	18:11	4124871655	GLENSHAW	PA	0.9	0.11	10/17	15:19	9372229687	DAYTON	OH	1.4	0.21
10/17	15:23	7037427791	FAIRFAX	VA	1.2	0.18	10/17	16:11	5708232500	WILKSBARRE	PA	5.3	0.65
10/18	15:58	7243972400	MARION CTR	PA	1.1	0.13	10/19	09:58	4124871655	GLENSHAW	PA	0.9	0.11
10/19	10:17	4124873997	GLENSHAW	PA	17.1	2.09	10/19	11:19	7173595321	LITTLESTN	PA	0.7	0.09
10/19	16:14	4124873997	GLENSHAW	PA	1.1	0.13							

179.9 22.51

Calls for 814-765-8972

09/24	12:47	9109492155	WHISPEPINS	NC	14.8	2.22	09/25	11:49	7706419696	ROSWELL	GA	2.2	0.33
09/25	12:01	5702863688	SUNBURY	PA	0.2	0.02	09/25	14:55	5702863236	SUNBURY	PA	2.5	0.31
09/26	11:08	7172314518	HARRISBURG	PA	0.9	0.11	09/26	11:15	5702863688	SUNBURY	PA	4.6	0.56
09/27	10:28	7172314549	HARRISBURG	PA	0.8	0.10	09/28	08:48	5702863688	SUNBURY	PA	4.8	0.59
09/28	09:37	5702863688	SUNBURY	PA	2.4	0.29	09/28	14:19	5702863688	SUNBURY	PA	0.6	0.07
09/28	15:32	6304720400	HINSDALE	IL	0.6	0.09	09/28	16:07	6304720400	HINSDALE	IL	0.6	0.09
10/01	13:42	8044351181	KILMARNOCK	VA	2.2	0.33	10/03	09:52	5702863688	SUNBURY	PA	2.5	0.31
10/04	09:55	5702863688	HARRISBURG	PA	1.5	0.18	10/04	09:58	9109492155	WHISPEPINS	NC	1.4	0.21
10/04	11:06	7172314518	HARRISBURG	PA	19.6	2.39	10/04	11:42	4124873997	GLENSHAW	PA	0.9	0.11
10/04	11:53	6104887412	BERNVILLE	PA	6.5	0.79	10/04	12:12	5702863688	SUNBURY	PA	2.0	0.24
10/04	12:36	5702863688	SUNBURY	PA	1.7	0.21	10/05	11:11	4126729644	MCKEESPORT	PA	0.9	0.11
10/05	12:47	8144552200	ERIE	PA	1.0	0.12	10/05	17:38	7172314518	HARRISBURG	PA	1.1	0.13
10/08	12:43	4124316520	PITTSBURGH	PA	0.6	0.07	10/09	16:41	7402649517	STUBENVL	OH	1.0	0.15
10/09	17:06	5706291761	STROUDSBG	PA	0.7	0.08	10/17	11:40	4124873997	GLENSHAW	PA	1.7	0.21
10/17	12:05	4124873997	GLENSHAW	PA	6.8	0.83	10/18	15:38	4124873997	GLENSHAW	PA	1.3	0.16
10/19	10:46	4124873997	GLENSHAW	PA	0.8	0.10							

89.2 11.51

Calls for 814-765-8974

Account: 210800

CALL MANAGER
FOR PERIOD 09/22/01 THROUGH 10/21/01

Page 6

Date	Time	Phone Number	City	St	Minutes	Amount	Date	Time	Phone Number	City	St	Minutes	Amount	
Long Distance Service														
Calls for 814-765-8974														
09/24	15:00	7174261373	MARIETTA	PA	0.7	0.09	09/25	15:51	9372229687	DAYTON	OH	3.9	0.59	
09/26	14:27	8144329610	FRANKLIN	PA	7.7	0.94	09/27	10:27	4122320200	PITTSBURGH	PA	1.0	0.12	
09/27	10:48	7172315984	HARRISBURG	PA	4.6	0.56	09/28	13:15	4124316520	PITTSBURGH	PA	0.9	0.11	
09/28	15:15	4126482175	PITTSBURGH	PA	0.4	0.05	09/28	15:37	9109492155	WHISPEPINS	NC	1.1	0.17	
10/01	10:03	7172314518	HARRISBURG	PA	5.0	0.61	10/01	10:17	8044623407	LIVELY	VA	0.4	0.06	
10/01	13:47	7177957270	MECHANCSBG	PA	1.3	0.16	10/02	12:36	4126729644	MCKEESPORT	PA	3.5	0.43	
10/04	15:29	4124873997	GLENSHAW	PA	1.7	0.21	10/08	17:16	5708232500	WILKSBARRE	PA	0.8	0.09	
10/12	10:06	8044385000	IRVINGTON	VA	0.2	0.03	10/12	10:24	7243572207	INDIANA	PA	10.4	1.27	
10/12	13:25	3042353362	WILLIAMSON	WV	0.3	0.05	10/15	11:18	5703431181	SCRANTON	PA	7.6	0.93	
10/15	14:47	8044385000	IRVINGTON	VA	0.8	0.12	10/16	15:48	6108277535	CHESTERSPG	PA	1.1	0.13	
10/16	16:25	6108277535	CHESTERSPG	PA	1.0	0.12	10/16	18:12	4124873997	GLENSHAW	PA	0.7	0.08	
10/17	11:15	4128471465	PERRYSVL	PA	14.2	1.73	10/18	15:37	3042353362	WILLIAMSON	WV	0.4	0.06	
10/18	15:39	6062371700	SOWILIAMSN	KY	1.7	0.26	10/19	09:59	4124873997	GLENSHAW	PA	0.9	0.11	
Totals for 814-765-8974												72.3	9.08	
Calls for 814-765-8975														
10/01	10:03	5703216568	WILLIAMSP	PA	0.4	0.05	10/05	12:03	7172314518	HARRISBURG	PA	58.8	7.17	
10/18	16:13	4128471465	PERRYSVL	PA	39.8	4.86							99.0	12.08
Totals for 814-765-8975														
Calls for 814-765-9893 FAX														
09/24	13:08	7244632571	INDIANA	PA	0.7	0.09	09/25	09:52	5702863625	SUNBURY	PA	4.6	0.56	
09/26	09:56	5702863625	SUNBURY	PA	1.1	0.13	09/26	13:12	5702863625	SUNBURY	PA	1.1	0.13	
09/26	15:03	7705181272	ROSWELL	GA	0.7	0.11	09/26	18:25	8144323149	FRANKLIN	PA	2.8	0.34	
09/28	11:52	7705181272	ROSWELL	GA	0.7	0.11	09/28	15:31	7244632571	INDIANA	PA	0.7	0.09	
09/28	15:52	7244632571	INDIANA	PA	1.1	0.13	09/28	16:27	9372223551	DAYTON	OH	2.5	0.38	
10/02	11:37	7705181272	ROSWELL	GA	0.7	0.11	10/03	11:26	7172324336	HARRISBURG	PA	5.2	0.68	
10/03	11:57	7705181272	ROSWELL	GA	0.8	0.12	10/04	16:14	4126727015	MCKEESPORT	PA	1.2	0.15	
10/08	11:29	7705181272	ROSWELL	GA	0.8	0.12	10/08	14:59	4124318688	PITTSBURGH	PA	0.9	0.11	
10/09	16:12	4124318688	PITTSBURGH	PA	0.7	0.09	10/17	14:31	2159688678	NEWTOWN	PA	0.8	0.10	
10/18	12:03	5702863625	SUNBURY	PA	0.5	0.06	10/18	12:06	5702863625	SUNBURY	PA	1.6	0.20	
10/18	15:36	4124873525	GLENSHAW	PA	1.1	0.13							50.3	3.85
Totals for 814-765-9893 FAX														
Totals for Long Distance Service												503.0	61.80	

P = pay phone call, * = international call

SENDER COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

InterGOLF
8302 Dunwoody Place
Suite 305
Atlanta, GA 30350-3351

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

Agent
 Addressee

D. Is delivery address different from item 1? Yes No

E. If delivery address different from item 1, print delivery address below:

ATLANTA
NORTH
JAN - 2 2002

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)

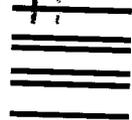
7099 3400 0016 7883 0487

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-17/89

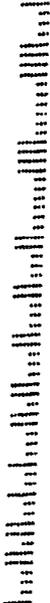
UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

BELIN & KUBISTA
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. : AFFIDAVIT OF SERVICE
INTERGOLF, :
Defendant :

Filed on Behalf of:
Plaintiffs

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

JAN 09 2002
0110:44/rocc
William A. Shaw *WAS*
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

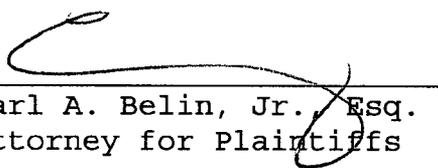
CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
INTERGOLF, :
Defendant :

CERTIFICATE OF SERVICE

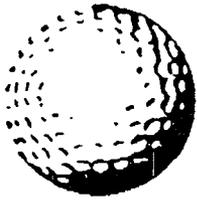
This is to certify that the undersigned has sent a certified copy of the Complaint in the above-captioned matter to the following party by certified mail, return receipt requested on the 2nd day of January, 2002. Said return receipt is attached hereto.

InterGolf
8320 Dunwoody Place
Suite 305
Atlanta, GA 30350-3351

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esq.
Attorney for Plaintiffs

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830



InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftavel.com
www.golf.com/travel/InterGolf

February 13, 2001

Mr. Dave Gallaher
R.D. 3 Box 172
Clearfield, PA 16830

Dear Mr. Gallaher,

Spain/Portugal Golf Trip / October 8 - 24, 2001

Thank you for your recent booking with InterGolf.

Enclosed please find a copy of your *schedule*, an *invoice* which reflects the payment received and the balance due, and a *reservation form* to be completed within the next 14 days and returned to this office.

Pat Truehart (ext. 230) in our air department, will be in contact soon with suggestions for your air travel.

InterGolf highly recommends travel insurance to protect you in the event of unforeseen emergencies. In this regard, we would like to bring to your attention a newly introduced travel insurance policy which waives all preexisting conditions if the coverage is purchased at the time of reservation. By special arrangement, InterGolf clients have fourteen (14) days from the date of this letter to mail the enclosed application directly to The Travelers (Travel Insured International). Therefore, your insurance application must be postmarked no later than fourteen (14) days from the above date. Should you have questions regarding this insurance, you can call The Travelers at 800-243-3174 and quote the InterGolf account number: 41484.

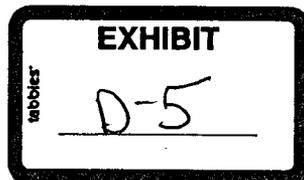
You can certainly purchase travel insurance at any other time prior to departure, however the preexisting conditions clause will not be in effect.

You will receive your final travel documents approximately *twenty-one* days prior to departure.

Please review all of the enclosed information carefully, and if you have any questions please do not hesitate to contact me.

Sincerely,

Leslie Carlson
Sales Manager
ext. 243



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CARL A. BELIN, JR., and CAROL A. BELIN, : CIVIL ACTION
and DAVID G. GALLAHER and :
JEAN H. GALLAHER, :
Plaintiffs :
v. : NO. 01-2017-C.D.
INTERGOLF, :
Defendant :

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance on behalf of Defendant Intergolf in the above-captioned matter.

Respectfully submitted,

McNEES WALLACE & NURICK LLC

By



Kandice F. Kerwin

I.D. No. 86345

100 Pine Street

P.O. Box 1166

Harrisburg, PA 17108-1166

(717) 232-8000

Attorneys for Defendant Intergolf

FILED

JAN 10 2002

M 10:43/rocc
William A. Shaw
Prothonotary

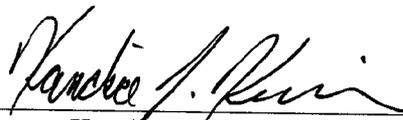


Dated: January 9, 2002

CERTIFICATE OF SERVICE

I hereby certify that on this date a true and correct copy of the foregoing document was served by first-class mail, postage prepaid, upon the following:

Carl A. Belin, Jr., Esquire
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830


Kandice J. Kerwin

Dated: January 9, 2002

MCNEES WALLACE & NURICK LLC

100 PINE STREET

P. O. BOX 1166

HARRISBURG, PA 17108

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CARL A. BELIN, JR., and CAROL A. BELIN, : CIVIL ACTION
and DAVID G. GALLAHER and :
JEAN H. GALLAHER, :
Plaintiffs :
v. : NO. 01-2017-C.D.
INTERGOLF, :
Defendant :

NOTICE TO PLEAD

TO: CARL A. BELIN, JR., CAROL A. BELIN, DAVID G. GALLAHER, JEAN H.
GALLHER, and their attorney, CARL A. BELIN, JR., Esquire

YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE TO THE
ENCLOSED ANSWER AND NEW MATTER WITHIN TWENTY (20) DAYS FROM
SERVICE HEREOF OR A JUDGMENT MAY BE ENTERED AGAINST YOU.

McNEES WALLACE & NURICK LLC

FILED

JAN 14 2002

m/10:36/20ccathy Kerwin
William A. Shaw
Prothonotary

By Kandice J. Kerwin
Kandice J. Kerwin
I.D. No. 86345
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166
(717) 232-8000

Attorneys for Defendant

Dated: January 11, 2002

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CARL A. BELIN, JR., and CAROL A. BELIN, and DAVID G. GALLAHER and JEAN H. GALLAHER,	:	CIVIL ACTION
	:	
Plaintiffs	:	
	:	
v.	:	NO. 01-2017-C.D.
	:	
INTERGOLF,	:	
	:	
Defendant	:	

ANSWER AND NEW MATTER

Defendant Perry Travel, Inc. d/b/a Intergolf, by and through its counsel McNees Wallace & Nurick LLC, answers the averments of the complaint in the above-referenced case, with accompanying new matter, as follows:

ANSWER

1. Admitted.
2. Admitted.
3. Admitted in part and denied in part. It is denied that Intergolf itself is a business entity; rather Intergolf is a name under which Perry Travel, Inc., a corporation incorporated under the laws of Georgia, does business. It is admitted that Perry Travel, Inc. d/b/a Intergolf has a place of business at 8302 Dunwoody Place, Suite 305, Atlanta, Georgia 30350-3351.

4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.

8. Admitted in part and denied in part. It is admitted that Belin, on behalf of the Plaintiffs, contacted the Defendant following September 11, 2001 and was concerned about the dangers of traveling abroad. After reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment that the U.S. State Department actually warned U.S. citizens of dangers involved in traveling in Spain, or of the averment that Belin informed the Defendant that the U.S. State Department was warning American citizens of the dangers associated with traveling in Spain at that time, and the same is therefore denied.

9. Denied. It is denied that Belin contacted the Defendant immediately after September 11, 2001 to request cancellation of the trip due to the dangers involved. To the contrary, Belin initially contacted the Defendant only to inquire generally as to the Defendant's policy regarding refunds, cancellations, and rescheduling following the terrorist attacks on September 11, 2001. The Plaintiffs did not request cancellation of their trip until October 2, 2001 after a series of telephone calls and letters between the parties as to possible alternatives to cancellation.

10. Denied. It is denied that any employee of the Defendant advised Belin that the Defendant had contacted the hotels and golf courses reserved for the Plaintiffs' vacation and subsequently informed Belin that those hotels and golf courses would allow the Defendant to cancel the Plaintiffs' reservations without charge. Although Belin requested information from the Defendant relating to the Defendant's dealings with its travel suppliers, the Defendant declined these requests to discuss its individual agreements with its suppliers.

11. Admitted in part and denied in part. It is admitted that Belin wrote to the Defendant to cancel the trip and to request that the Plaintiffs be reimbursed the cost of that trip.

It is denied that the letter to the Defendant was written after numerous phone calls; rather the cancellation letter was written after a small number of telephone calls and several letters between the parties.

12. Admitted.

13. Admitted. By way of further answer, the Defendant is not obliged to make the payment demanded by Plaintiffs.

WHEREFORE, Defendant demands that judgment be entered in its favor, together with costs, and against Plaintiffs.

NEW MATTER

14. Paragraphs 1 through 13, above, are incorporated herein by reference.

15. By signing the Reservation Forms provided by the Defendant, the Plaintiffs, as averred in Paragraph 5 of the Complaint, entered into contracts with the Defendant. A true and correct copy of the Reservation Form signed by the Plaintiff Carl Belin is attached hereto as Exhibit A. A true and correct copy of the Reservation Form signed by the Plaintiff David Gallaher is attached hereto as Exhibit B.

16. The Reservation Forms state that if the party making reservations cancels the proposed trip within 59 to 21 days of the scheduled departure date, the Defendant will apply a cancellation charge equal to 50% of the total cost of the trip. The Reservation Forms also state that if the party making reservations cancels the proposed trip within 20 to 6 days of the scheduled departure date, the Defendant will apply a cancellation charge equal to 75% of the total cost of the trip.

17. After September 11, 2001, the Defendant remained able, ready, and willing to perform the terms of the contracts.

18. After September 11, 2001, the Defendant made numerous attempts to accommodate the Plaintiffs' concerns regarding their safety on the trip, including offering the Plaintiffs the opportunity to postpone the trip until the following year and offering to send the Plaintiffs to an alternative location in the British Isles during the scheduled period for the vacation.

19. At the time the trip was scheduled by the Plaintiffs, the Defendant recommended to the Plaintiffs that they purchase travel insurance to protect their investment in the trip in the event of accident, sickness, or trip cancellation. The Defendant offered the Plaintiffs the opportunity to purchase such insurance on more than one occasion, including in the Reservation Forms. The Plaintiffs declined to purchase travel insurance and indicated that decision by initialing a space provided on the Reservation Forms.

20. The Plaintiffs provided the first written notice of the cancellation of their trip to the Defendant on October 2, 2001, 6 days before their scheduled departure date of October 8, 2001.

21. By the terms of the agreements between the parties, the Defendant was entitled to impose a cancellation charge equal to 75% of the total cost of the trip.

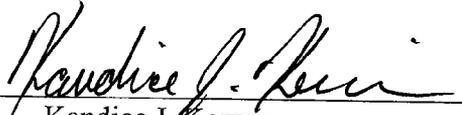
22. In response to the cancellation by the Plaintiffs, the Defendant imposed a cancellation charge of 50% of the trip charge and returned to the Plaintiffs 50% of their total payments.

23. The Defendant has fully performed its obligation to the Plaintiffs under the terms of the contracts between the parties and, moreover, has actually paid to the Plaintiffs double the amount of money to which they were entitled.

WHEREFORE, Defendant demands that judgment be entered in its favor, together with costs, and against the Plaintiffs.

Respectfully submitted,

McNEES WALLACE & NURICK LLC

By 
Kandice J. Kerwin

I.D. No. 86345

100 Pine Street

P.O. Box 1166

Harrisburg, PA 17108-1166

(717) 232-8000

Attorneys for Defendant

Dated: January 11, 2002

INTERGOLF - RESERVATION FORM

PLEASE NOTE: THE INFORMATION REQUESTED IN THIS FORM MUST BE COMPLETED FOR EACH TRAVELLER. NO FINAL DOCUMENTS WILL BE SENT UNLESS THIS FORM IS RECEIVED BY INTERGOLF.

ROOM	MR MRS MISS	FULL NAME AS APPEARING ON PASSPORT	GOLFER YES / NO	IF GOLFER HANDICAP	SMOKING YES / NO	CADDIES YES / NO	GOLF CARTS YES / NO <small>(SEE NOTE ON REVERSE PAGE)</small>	HOME GOLF CLUB
1	MR	CARL A BELIN JR	Yes	24	No		Yes	Clearfield
2	MRS	Carol A BELIN	Yes	28	No		Yes	Clearfield
3								
4								

Tour Cost. InterGolf land programs are as priced in the brochure. A \$25.00 discount is offered on published prices for land tours, if the tour is purchased in conjunction with a intercontinental airline ticket, issued by InterGolf for travel on selected air carriers. *Air inclusive programs not applicable.*

Deposit and final payment : In order to hold land arrangements, a deposit of \$600.00 per person is required at the time reservations are requested. The balance of the total cost is due 60 days prior to travel. The total price of the tour is not guaranteed until payment in full has been received by InterGolf. InterGolf accepts payment by MasterCard, Visa, personal check and money order.

Changes : An administrative fee of \$35.00 per change per person will be charged for changes requested by client or travel agent after deposit has been received and confirmation issued. In most cases, changes cannot be made less than 60 days before travel.

Documentation : For U.S. or Canadian citizens, most countries require visitors to have a valid passport, with a few countries also requiring a valid visa. Some destinations, such as Bermuda, Mexico and Canada only require proof of U.S. Citizenship. Citizens of other countries should check with the appropriate

Embassy. On independent tours with a rental car, all drivers must be over 21 years of age and have a valid driver's license. In Ireland there is a maximum driving age of 74 years (65 years on certain categories).

Cancellations : Notification of cancellation must be forwarded in writing to InterGolf. If any trip is cancelled by InterGolf all deposits and payments will be refunded in full. Otherwise cancellation charges will apply to each traveller as follows: **LAND ARRANGEMENTS:** 60 days or more before departure - a charge of \$450.00 will apply; 59 - 21 days before departure a charge of 50% of the total cost; 20 - 6 days before departure a charge of 75% of the total cost; 5 days or less before departure - **NO REFUND. NO REFUND WILL BE MADE FOR UNUSED PORTIONS OF A TOUR.** **AIR TRAVEL:** Applicable airline cancellation penalties will apply.

Caddies / Golf Carts : Caddies/ golf carts may only be requested for the entire duration of a trip, and not for specific individual rounds.

Golf Carts

InterGolf cannot normally guarantee carts (except on tours where they are included), but every effort is made to insure you do have them if they are requested.

Caddies

As a free service to clients, InterGolf will request caddies for you at each golf club. Caddies cannot be guaranteed at any golf course. If you request caddies on your Reservation Form, InterGolf will make a request for Caddies at least one month in advance of your visit. The Golf Clubs make every effort to secure caddies for our clients but caddies are NOT employed either by the golf clubs themselves or by InterGolf. Certain courses offer a greater likelihood of accessing a caddy than others. Please consult with your Golf Travel Specialist with any questions on your selected courses regarding the likelihood of accessing a caddy. In general the demand for caddies at most courses exceeds the availability.

If a caddy is secured for you, the caddy master or another club official will inform you of the caddy charge and tipping policy. As a general guideline, charges range from \$35 - \$60 per bag (including tip). During the summer months High School and College Students are on vacation and are sometimes available at clubs as Bag Carriers. The charge for Bag Carriers range from \$25 - \$30 per bag (including tip), if they are available, Bag Carriers will be booked when Caddies are not secured. Most clubs in the UK and Ireland have pull carts available for hire, again subject to availability. In the event that neither Caddies nor Bag Carriers are

not available you could hire a pull cart, where and/or when available (generally available at all courses), at your own discretion. You must be prepared to carry your golf bag in the event that none of the above are available.

Please check with InterGolf's Atlanta office for detailed information on caddies and carts for each destination.

Golf Handicaps: Many of the golf courses at InterGolf's destinations around the world require visitors to be a member of a recognized golf club and to hold an official handicap (some place certain maximum handicap restrictions - please check with our Atlanta office for complete listings). InterGolf accepts no responsibility for clients being refused golf if they do not meet these requirements. The clubs which require such documentation are not trying to discourage visitors but rather to increase the enjoyment of the true golfer who plays their golf course.

Responsibility: World Golf Vacations, Inc. d.b.a. InterGolf is a Georgia corporation which books travel arrangements for various independent overseas ground operators, each of which is an independent corporation with its own management and is not subject to the control of InterGolf. InterGolf, as the tour operator, and its selling agents act only as agent in securing and booking the hotel accommodations and other land tour services provided by others as independent contractors. InterGolf or the specified air carriers and its selling agents assume and accept no liability for injury, loss, damage, accident, delay or inconvenience caused by any defect in the operation of any vehicle or conveyance or caused by the act, omission, neglect, delay or default of any person engaged in transporting a tour participant or in providing hotel accommodations or other tour services or caused by criminal act of any person or caused by any event which is beyond the reasonable control of InterGolf or the specified air carriers. They reserve the right to cancel a tour if circumstances so require.

If any tour service or its reasonable equivalent is not provided due to events beyond the reasonable control of InterGolf, the company will make an appropriate refund of that portion of the tour price covering the undelivered tour service, but it is understood that InterGolf shall have no other or further responsibility or liability either for the accuracy of any representation or the non provision of any tour services. The responsibility and liability of the specified air carriers respecting their performance of air transportation services are limited by and subject to the conditions of contract in the passenger ticket, the rules contained in tariffs on file with U.S. Department of Transportation (available for inspection on request) and applicable provisions of law and treaty.

InterGolf reserves the right to cancel a tour if circumstances so require. In the event of such, InterGolf will make a full refund to travellers of all payments received in respect of the tour. Such a refund of payments will be the full extent of InterGolf's obligation and liability to travellers. This contract is governed by the laws of the State of Georgia.

Travel Insurance: InterGolf recommends that you have luggage, accident and trip cancellation insurance. InterGolf is not liable for loss, damage or theft of luggage or personal belongings, for personal injury, accident or illness. We have provided you with a brochure for quality travel insurance with this package of information. It is very important that if you wish to avail of the special policy which includes coverage for pre-existing medical conditions your application be postmarked to Travel Insured International within 7 business days of the date of the cover letter accompanying this information package.

I have been offered travel accident, sickness, baggage and trip cancellation insurance from InterGolf through TheTravelers Insurance Company.

_____ I have accepted insurance offered through TheTravelers.

(initial here)

CAF

(initial here)

I have declined insurance offered through TheTravelers.

Departure Date: 10/3/01

Return Date: 10/24/01

Name of individual making reservation:

CARL BELIN

Address:

316 W MARKET CLEARFIELD
7893 GA

Telephone - Office: 814 + 765-8972

Telephone - Home: 814 + 765-8763

I agree on behalf of all persons named on this reservation form to accept the conditions set out herein.

Signature:

(This form will be returned if received unsigned.)

Date:

3/9/01

In case of an emergency, please contact:

ROBERT L SHEARER

Address:

298 W FRONT ST CLEARFIELD
GA

Telephone:

814 + 765-8464

Mail this form to:

InterGolf

Post Office Box 500608

Atlanta, Georgia 31150-0608

* 814 765 8972

INTERGOLF - RESERVATION FORM

PLEASE NOTE: THE INFORMATION REQUESTED IN THIS FORM MUST BE COMPLETED FOR EACH TRAVELLER. NO FINAL DOCUMENTS WILL BE SENT UNLESS THIS FORM IS RECEIVED BY INTERGOLF.

ROOM	MR MRS MISS	FULL NAME AS APPEARING ON PASSPORT	GOLFER YES / NO	IF GOLFER HANDICAP	SMOKING YES / NO	CADDIES YES / NO	GOLF CARTS YES / NO (SEE NOTE HEREABOUTS)	HOME GOLF CLUB
1	MR	DAVID GEORGE GALLAHER	YES	20	NO	X	YES	CLENAFFIELD - EVRICK COUNTRY CLUB
	MRS	JEAN HARRINGTON GALLAHER	YES	17	YES		YES	" "
2								
3								
4								

Tour Cost. InterGolf land programs are as priced in the brochure. A \$25.00 discount is offered on published prices for land tours, if the tour is purchased in conjunction with an intercontinental airline ticket, issued by InterGolf for travel on selected air carriers. *Air inclusive programs not applicable.*

Deposit and final payment : In order to hold land arrangements, a deposit of \$600.00 per person is required at the time reservations are requested. The balance of the total cost is due 60 days prior to travel. The total price of the tour is not guaranteed until payment in full has been received by InterGolf. InterGolf accepts payment by MasterCard, Visa, personal check and money order.

Changes : An administrative fee of \$35.00 per change per person will be charged for changes requested by client or travel agent after deposit has been received and confirmation issued. In most cases, changes cannot be made less than 60 days before travel.

Documentation : For U.S. or Canadian citizens, most countries require visitors to have a valid passport, with a few countries also requiring a valid visa. Some destinations, such as Bermuda, Mexico and Canada only require proof of U.S. Citizenship. Citizens of other countries should check with the appropriate

Embassy. On independent tours with a rental car, all drivers must be over 21 years of age and have a valid driver's license. In Ireland there is a maximum driving age of 74 years (65 years on certain categories).

Cancellations : Notification of cancellation must be forwarded in writing to InterGolf. If any trip is cancelled by InterGolf all deposits and payments will be refunded in full. Otherwise cancellation charges will apply to each traveller as follows: LAND ARRANGEMENTS: 60 days or more before departure - a charge of \$450.00 will apply; 59 - 21 days before departure a charge of 50% of the total cost; 20 - 6 days before departure a charge of 75% of the total cost; 5 days or less before departure - NO REFUND. NO REFUND WILL BE MADE FOR UNUSED PORTIONS OF A TOUR. **AIR TRAVEL:** Applicable airline cancellation penalties will apply.

Caddies / Golf Carts : Caddies/ golf carts may only be requested for the entire duration of a trip, and not for specific individual rounds.

Golf Carts
InterGolf cannot normally guarantee carts (except on tours where they are included), but every effort is made to insure you do have them if they are requested.

Caddies

As a free service to clients, InterGolf will request caddies for you at each golf club. Caddies cannot be guaranteed at any golf course. If you request caddies on your Reservation Form, InterGolf will make a request for Caddies at least one month in advance of your visit. The Golf Clubs make every effort to secure caddies for our clients but caddies are NOT employed either by the golf clubs themselves or by InterGolf. Certain courses offer a greater likelihood of accessing a caddy than others. Please consult with your Golf Travel Specialist with any questions on your selected courses regarding the likelihood of accessing a caddy. In general the demand for caddies at most courses exceeds the availability.

If a caddy is secured for you, the caddy master or another club official will inform you of the caddy charge and tipping policy. As a general guideline, charges range from \$35 - \$60 per bag (including tip). During the summer months High School and College Students are on vacation and are sometimes available at clubs as Bag Carriers. The charge for Bag Carriers range from \$25 - \$30 per bag (including tip). If they are available, Bag Carriers will be booked when Caddies are not secured. Most clubs in the UK and Ireland have pull carts available for hire, again subject to availability. In the event that neither Caddies nor Bag Carriers are

not available you could hire a pull cart, where and/or when available (generally available at all courses), at your own discretion. You must be prepared to carry your golf bag in the event that none of the above are available.

Please check with InterGolf's Atlanta office for detailed information on caddies and carts for each destination.

Golf Handicaps: Many of the golf courses at InterGolf's destinations around the world require visitors to be a member of a recognized golf club and to hold an official handicap (some place certain maximum handicap restrictions - please check with our Atlanta office for complete listings). InterGolf accepts no responsibility for clients being refused golf if they do not meet these requirements. The clubs which require such documentation are not trying to discourage visitors but rather to increase the enjoyment of the true golfer who plays their golf course.

Responsibility: World Golf Vacations, Inc. d.b.a. InterGolf is a Georgia corporation which books travel arrangements for various independent overseas ground operators, each of which is an independent corporation with its own management and is not subject to the control of InterGolf. InterGolf, as the tour operator, and its selling agents act only as agent in securing and booking the hotel accommodations and other land tour services provided by others as independent contractors. InterGolf or the specified air carriers and its selling agents assume and accept no liability for injury, loss, damage, accident, delay or inconvenience caused by any defect in the operation of any vehicle or conveyance or caused by the act, omission, neglect, delay or default of any person engaged in transporting a tour participant or in providing hotel accommodations or other tour services or caused by criminal act of any person or caused by any event which is beyond the reasonable control of InterGolf or the specified air carriers. They reserve the right to cancel a tour if circumstances so require.

If any tour service or its reasonable equivalent is not provided due to events beyond the reasonable control of InterGolf, the company will make an appropriate refund of that portion of the tour price covering the undelivered tour service, but it is understood that InterGolf shall have no other or further responsibility or liability either for the accuracy of any representation or the non provision of any tour services. The responsibility and liability of the specified air carriers respecting their performance of air transportation services are limited by and subject to the conditions of contract in the passenger ticket, the rules contained in tariffs on file with U.S. Department of Transportation (available for inspection on request) and applicable provisions of law and treaty.

InterGolf reserves the right to cancel a tour if circumstances so require. In the event of such, InterGolf will make a full refund to travellers of all payments received in respect of the tour. Such a refund of payments will be the full extent of InterGolf's obligation and liability to travellers. This contract is governed by the laws of the State of Georgia.

Travel Insurance: InterGolf recommends that you have luggage, accident and trip cancellation insurance. InterGolf is not liable for loss, damage or theft of luggage or personal belongings, for personal injury, accident or illness. We have provided you with a brochure for quality travel insurance with this package of information. It is very important that if you wish to avail of the special policy which includes coverage for pre-existing medical conditions your application be postmarked to Travel Insured International within 7 business days of the date of the cover letter accompanying this information package.

I have been offered travel accident, sickness, baggage and trip cancellation insurance from InterGolf through TheTravelers Insurance Company.

(initial here) I have accepted insurance offered through TheTravelers.
Do
(initial here) I have declined insurance offered through TheTravelers

Departure Date: 10/8/01

Return Date: 10/24/01

Name of individual making reservation:

DAVID G GALLAHER

Address:

RR 3 BOX 172, CLEARFIELD, PA 16830

RETIRED BUT OFFICE CAN REACH ME

Telephone - Office: 814-765-6544

Telephone - Home: 814-765-3968

I agree on behalf of all persons named on this reservation form to accept the conditions set out herein.

Signature:

David G Gallaher

(This form will be returned if received unsigned.)

Date:

3/9/01

In case of an emergency, please contact:

DOUG GALLAHER

Address:

514 TURNPIKE AVE
CLEARFIELD, PA 16830

Telephone:

814-765-6544 (OFFICE)
814-765-2575 (HOME)

Mail this form to:

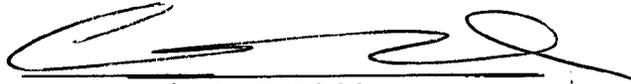
InterGolf

Post Office Box 500608

Atlanta, Georgia 31150-0608

VERIFICATION

Subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities, I hereby certify that I am the President of Perry Travel, Inc. d/b/a InterGolf, that I am authorized to make this verification on behalf of Perry Travel, Inc. d/b/a InterGolf, that I have reviewed the foregoing and that the facts set forth therein are true and correct to the best of my knowledge, information, and belief.



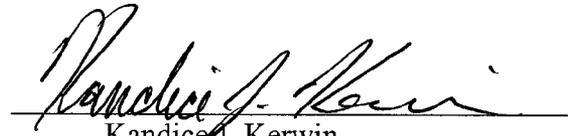
Gordon Dalglish

Dated: 1/9/02

CERTIFICATE OF SERVICE

I hereby certify that on this date a true and correct copy of the foregoing document was served by first-class mail, postage prepaid, upon the following:

Carl A. Belin, Jr., Esquire
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830


Kandice J. Kerwin
Of Counsel for Defendant

Dated: January 11, 2002

MCNEES WALLACE & NURICK LLC

100 PINE STREET

P. O. BOX 1166

HARRISBURG, PA 17108

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. : REPLY TO NEW MATTER
INTERGOLF, :
Defendant :

Filed on Behalf of:
Plaintiffs

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED

JAN 31 2002

013:30/3c att Belin
William A. Shaw
Prothonetary

E
828

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
INTERGOLF, :
Defendant :

REPLY TO NEW MATTER

AND NOW comes Plaintiffs Carl A. Belin, Jr. and Carol A. Belin ("Belin"), and David G. Gallaher and Jean H. Gallaher ("Gallaher"), by and through their attorneys, Belin & Kubista, and files the following Reply to New Matter of Perry Travel, Inc., d/b/a Intergolf ("InterGolf"), and in support thereof aver as follows:

14. Paragraphs 1 through 13 of Plaintiffs' Complaint are hereby incorporated by reference and made a part hereof.

15. Paragraph 15 is admitted in part that Plaintiffs entered into a contract by executing the reservation forms attached to the Complaint as Exhibit "A" and "B" ("Exhibits"). It is averred, however, that said contract was cancelled by both Plaintiffs and Defendant in that InterGolf contacted the hotels, golf courses and other service providers to be provided

during the trip and cancelled said services during the period commencing sometime between September 17, 2001 and September 20, 2001, and advised Plaintiffs that said reservations had been cancelled at no cost to either InterGolf or Plaintiffs which constituted a cancellation by InterGolf under the Exhibits as a result of which InterGolf was obligated to make a full refund to Plaintiffs for all payments received in respect to the tour as provided in the Exhibits. Plaintiffs further aver that upon receipt of the information that Defendants had cancelled the trip at no cost, Plaintiffs cancelled the airline reservations for overseas flights and the connecting flights in Spain and Portugal.

16. Paragraph 16 is admitted in part that the reservation form has a "Cancellation" provision on the first page in the event the trip is cancelled unilaterally by Plaintiffs. It is averred, however, that InterGolf cancelled the reservations with the providers and advised Plaintiffs that no cost would be incurred as a result of said cancellations as a result of which under the "Cancellation" and "Responsibility" provision Defendant was obligated to make a full refund to the travelers therein.

17. Paragraph 17 is denied and it is averred Defendant was not able to provide the terms of the contracts after it

cancelled the trip as alleged in Paragraphs 15 and 16 as a result of which it was not able to provide the trip on the days the trip was scheduled and Defendant was obligated to make a full refund under the Exhibits.

18. Paragraph 18 is denied and it is averred that as soon as Plaintiffs advised the Defendant of the dangers associated with the trip, the parties agreed that Defendant would approach the hotels, golf courses and other services and request the providers to cancel said reservations without incurring any costs. After the trip was cancelled by Defendant, no suggestion was made as to any trip initially. A proposal was thereafter made to change the trip to Ireland and Scotland during the same time period in 2001 which Plaintiffs rejected. It is further averred that it was only after Plaintiffs sent to Defendant a letter of cancellation that Defendant proposed holding the monies to be applied to trips to be taken in the following year, 2002.

19. Paragraph 19 is denied and it is averred that Defendant never contacted Plaintiffs regarding any travel insurance except the travel insurance as is suggested as a part of the overall insurance for travel accident, and baggage insurance in the printed form which was described as "accident and trip cancellation insurance" for inability to travel due to

sickness or accident and nothing regarding the insurance suggested it should be secured for war or natural emergencies. In the calls to InterGolf when the trip was cancelled by InterGolf personnel, nothing relating to insurance was discussed when the accommodations were cancelled by Defendant as to Spain and Portugal. It is admitted Plaintiffs declined the "accident and trip cancellation insurance" but it is averred the trip was not cancelled due to sickness or accident.

20. Paragraph 20 is admitted as averred, however, it is averred that Belin talked with Defendant on numerous occasions during the last two (2) weeks of September commencing on September 17, 2001, during which the parties agreed that the trip was to be cancelled for the Belins and Gallahers during the first conversations with InterGolf personnel and InterGolf indicated it would cancel the trip and return the payments if the trip could be cancelled at no cost. It is further averred that a letter was written to Plaintiffs on October 1, 2001 following a phone call in which Plaintiffs were advised that to process their repayment a written cancellation needed to be submitted, the letter was written, and said letter is hereto attached and marked as Exhibit "1."

21. Paragraph 21 is denied and it is averred Defendant owes the trip charges paid by Plaintiffs as set forth in

Paragraph 7 of the Complaint, and Paragraphs 15 through 20 of this Reply to New Matter are hereby incorporated by reference and made a part hereof.

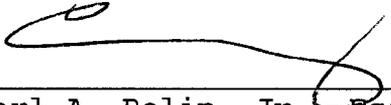
22. Paragraph 22 is admitted as averred but it is averred that Defendant was obligated under the contract to return the entire trip charges to Plaintiffs and in further answer thereto, Paragraphs 1 through 13 of the Complaint and Paragraphs 15 through 21 of this Reply to New Matter are hereby incorporated by reference and made a part hereof.

23. Paragraph 23 is denied and in further answer thereto Paragraphs 1 through 13 of the Complaint and Paragraphs 15 through 22 of this Reply to New Matter are hereby incorporated by reference and made a part hereof.

WHEREFORE, Belin and Gallaher herein demand that judgment be entered against InterGolf in favor of Belin for Four Thousand Nine Hundred (\$4,900.00) Dollars, and in favor of Gallaher for Four Thousand Nine Hundred (\$4,900.00) Dollars.

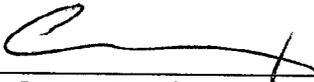
RESPECTFULLY SUBMITTED,

BELIN & KUBISTA

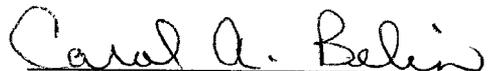
By 
Carl A. Belin, Jr., Esq.

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Before me the undersigned officer, personally appeared Carl A. Belin, Jr. and Carol A. Belin, who being duly sworn according to law, depose and say that the facts set forth in the foregoing Reply to New Matter are true and correct to the best of their knowledge, information and belief.



Carl A. Belin, Jr.



Carol A. Belin

Sworn and subscribed before me this 31st day of January, 2002.

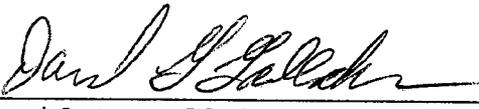


Notary Public

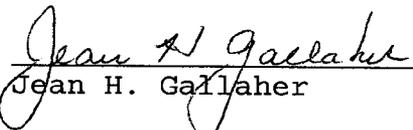
NOTARIAL SEAL
SUSAN M. HARTZFELD, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD COUNTY
MY COMMISSION EXPIRES AUGUST 16, 2005

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Before me the undersigned officer, personally appeared David G. Gallaher and Jean H. Gallaher, who being duly sworn according to law, depose and say that the facts set forth in the foregoing Reply to New Matter are true and correct to the best of their knowledge, information and belief.



David G. Gallaher



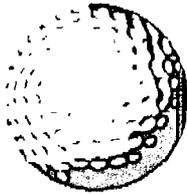
Jean H. Gallaher

Sworn and subscribed before me this 31st day of January, 2002.



Notary Public

NOTARIAL SEAL
SUSAN M. HARTZFELD, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD COUNTY
MY COMMISSION EXPIRES AUGUST 16, 2005



InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

MR CARL BELIN
Belin & Kubista
Attorneys at Law
15 North Front Street
PO Box 1
Clearfield
PA 16830

October 1, 2001

Dear Mr. Belin,

I am aware of your concerns regarding travel to the Mediterranean but our company position remains as stated previously. However, in the interest of finding a compromise I am prepared to offer you the opportunity to travel this month on a golf trip to Scotland or Ireland, using your credit. I want to be clear, this offer has potential cost to our company as it is outwith our agreement with suppliers in Spain and Portugal, however I am prepared to absorb said risk in the interest of finding a solution. This offer is made without prejudice to our aforementioned company position.

To avoid any confusion on the matter, if you intend to cancel the trip to Spain and Portugal please confirm same in writing as I do not want to misinterpret your inquires regarding cancellation.

Yours sincerely,

Shona Inglis
InterGolf Vacations

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

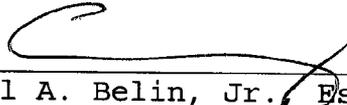
CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
INTERGOLF, :
Defendant :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Plaintiffs' Reply to New Matter in the above-captioned matter to the following party by postage prepaid United States first class mail on the 31st day of January, 2002:

Kandice J. Kerwin, Esquire
McNees, Wallace & Nurick, LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

BELIN & KUBISTA

By 
Carl A. Belin, Jr. Esq.
Attorney for Plaintiffs

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. : CERTIFICATE OF SERVICE
INTERGOLF, :
Defendant :

Filed on Behalf of:
Plaintiffs

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

APR 29 2002
01/10/31/10cc
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

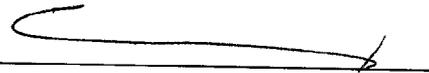
CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
INTERGOLF, :
Defendant :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a true and correct copy of Plaintiffs' Answers to Defendant's Interrogatories in the above-captioned matter to the following party by postage prepaid United States mail on the 26th day of April, 2002:

Kandice J. Kerwin, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esq.
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. : CERTIFICATE OF SERVICE
INTERGOLF, :
Defendant :

Filed on Behalf of:
Plaintiffs

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

APR 29 2002

m11039/no cc
William A. Shaw
Prothonotary *gkb*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

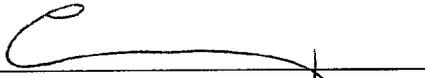
CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
 :
vs. :
 :
INTERGOLF, :
Defendant :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a true and correct copy of Plaintiffs' Answers to Defendant's Request for Production of Documents in the above-captioned matter to the following party by postage prepaid United States mail on the 26th day of April, 2002:

Kandice J. Kerwin, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

BELIN & KUBISTA

By 
Carl A. Belin, Jr. Esq.
Attorney for Plaintiffs

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, :
Plaintiff :

vs. :

INTERGOLF, :
Defendant :

No. 01-2017-CD

**PRAECIPE TO PLACE ON
ARBITRATION LIST**

Filed on behalf of

Plaintiffs

Counsel of Record for
this Party:

Kimberly M. Kubista
Attorney-At-Law
Pa. I.D. 52782

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

JUN 11 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, :
Plaintiff :
vs. :
INTERGOLF, :
Defendant :

No. 01-2017-CD

PRAECIPE TO PLACE
ON ARBITRATION LIST

TO THE PROTHONOTARY:

Please place the above captioned matter on the
arbitration list.

BELIN & KUBISTA


Kimberly M. Kubista
Attorney for Plaintiffs

Date: 6-10-02

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

PAID

JUN 1 1 2002

0110:341 City Kuboria
William A. Shaw
Prethometary

pd \$20.00

3cc City Kuboria

Copy CA *KA*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, :
Plaintiff :

vs. :

INTERGOLF, :
Defendant :

No. 01-2017-CD

**PRAECIPE TO ENTER
APPEARANCE**

Filed on behalf of

Plaintiff

Counsel of Record for
this Party:

Kimberly M. Kubista
Attorney-At-Law
Pa. I.D. 52782

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

JUN 11 2002

011031 13cc atty Kubista
William A. Shaw
Prothonotary

Copy CA
EAL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, :
Plaintiff :

vs. :

No. 01-2017-CD

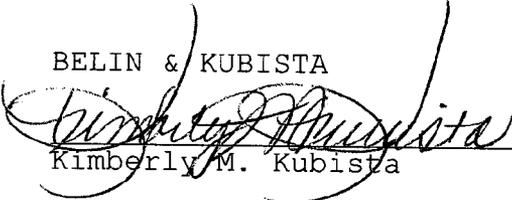
INTERGOLF, :
Defendant :

PRAECIPE TO ENTER APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance on behalf of the Plaintiffs
in reference to the above captioned action.

BELIN & KUBISTA


Kimberly M. Kubista

Date: 6-10-02

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A.
BELIN, and DAVID G. GALLAHER and
JEAN H. GALLAHER,

Plaintiffs

vs.

INTERGOLF,

Defendant

NO. 01 - 2017 - C.D.

CERTIFICATE OF SERVICE

Filed on Behalf of:
Plaintiffs

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805
Kimberly M. Kubista, Esquire
PA I.D. #52782

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

NOV 12 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
INTERGOLF, :
Defendant :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a true and correct copy of Plaintiffs' Pre-Trial Memorandum in the above-captioned matter to the following parties by postage prepaid United States mail on the 12th day of November, 2002:

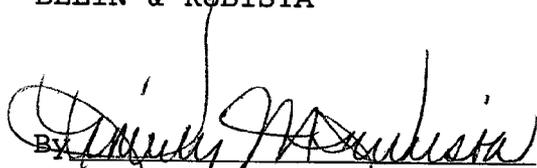
Kandice J. Kerwin, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

J. Richard Mattern, II, Esquire
211 East Pine Street
Clearfield, PA 16830

Theron G. Noble, Esquire
Ferracchio & Noble
301 East Pine Street
Clearfield, PA 16830

Warren B. Mikesell, II, Esquire
115 East Locust Street
Clearfield, PA 16830

BELIN & KUBISTA

By 
Kimberly M. Kubista, Esq.
Attorney for Plaintiffs

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. : PRE-TRIAL MEMORANDUM
INTERGOLF, :
Defendant :

Filed on Behalf of:
Plaintiffs

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805
Kimberly M. Kubista, Esquire
PA I.D. #52782

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

RECEIVED

SEP 06 2002

**COURT ADMINISTRATORS
OFFICE**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
INTERGOLF, :
Defendant :

PRE-TRIAL MEMORANDUM

A. Carl A. Belin, Jr., and Carol A. Belin ("Belin"), and David G. Gallaher and Jean H. Gallaher ("Gallaher") entered into an agreement with InterGolf, a travel agent, for a trip to play golf in Spain and Portugal from October 8, 2001 through October 24, 2001. The total cost of the trip was \$9,800.00 for each couple.

After the terrorist attack on September 11, 2001, air travel was suspended. Belin called Intergolf and was directed to William Lavinder. Belin advised Lavinder that the Belins and Gallahers desired to cancel the trip because of the nearness to Arab countries and the Arabs living in southern Spain and Portugal.

Lavinder indicated he would contact the hotels, golf courses, etc., to see if the trip could be cancelled. He indicated in a later phone call that he had cancelled the trip at no cost and that the vendors were cooperative due to the international crisis that existed. Belin was able to cancel all the air travel connected with the trip at no cost for the continental connections.

Belin then called Lavinder to arrange for a refund of the monies for the trip. Lavinder had assured Belin the refund "was in the works." After several calls, Belin was referred to Shona Inglis of Perry Golf. Ms. Inglis offered Belin a trip to Ireland on October 1, 2001, which Belin rejected. After correspondence, Intergolf refunded fifty (50%) percent of the trip but has refused to refund the balance.

B. No statutes apply.

In this case, the contract was printed forms of InterGolf. The contract constituted a contract of adhesion: "an agreement where one of the parties, in order to gain the benefit he desires, agrees to 'adhere' to the other provisions therein contained which may be unfair to him." *Fontana v. Miller*, 116

PLJ 422 (1968). Under such circumstances, the contract should be construed against InterGolf:

"Finally, a form lease will be construed against the party who designed it in order to protect the reasonable expectations of the adhering party." (citations omitted)

Fleetway Leasing Co. v. Wright, 697 A.2d 1000, 1002 (Pa. 1997).

This is consistent with the principle that the construction should be reasonable to the parties involved:

"In construing a contract, the intention of the parties is paramount and the court will adopt an interpretation which under all circumstances ascribes the most reasonable, probable, and natural conduct of the parties, bearing in mind the objects manifestly to be accomplished."

Stein Revocable Trust v. General Felt, 749 A.2d 978, 980 (Pa.Super. 2000).

A construction should be followed that is consistent with good faith and fair dealing:

"Every contract in Pennsylvania imposes on each party a duty of good faith and fair dealing in its performance and its enforcement. *Kaplan v. Cablevision of Pa., Inc.*, 448 Pa.Super. 306, 671 A.2d 716, 722 (1996), appeal denied, 546 Pa. 645, 683 A.2d 883 (1996), citing *inter alia*, *Somers v. Somers*, 418 Pa.Super. 131, 613 A.2d 1211, 1213 (1992), appeal denied, 533 Pa. 652, 624 A.2d 111 (1993). Good faith has been defined as 'honesty in fact in the conduct

or transaction concerned.' *Kaplan*, 671 A.2d
at 722.

Donahue v. Federal Exp. Corp., 753 A.2d 238, 242, (Pa.Super.
2000).

Under the circumstances, the construction that InterGolf
cancelled the contract by canceling all the reservations of the
hotels and golf courses at no cost should require the repayment
of the monies due Belin.

C. Witnesses:

David G. Gallaher

Carl A. Belin, Jr.

D. See exhibits attached that may be presented at the
arbitration:

Centre Daily Times Article in September 30, 2001 edition

Letter dated September 26, 2001 from Shona Inglis to Belin

Letter dated September 26, 2001 from Belin to Shona Inglis

Letter dated September 27, 2001 from Shona Inglis to Belin

Letter dated September 28, 2001 from Belin to Shona Inglis

Letter dated October 1, 2001 from Shona Inglis to Belin

Letter dated October 2, 2001 from Belin to Shona Inglis

Letter dated October 2, 2002 from Shona Inglis to Belin

Letter dated October 3, 2001 from Belin to Shona Inglis

Letter dated October 8, 2001 from Belin to Shona Inglis

Letter dated October 8, 2001 from Belin to Congressman Shuster

Letter dated October 25, 2001 from Congressman Shuster to Shona
Inglis

Belin Invoice InterGolf February 13, 2001

Belin Sales Draft dated February 13, 2001 for \$1,200.00

Belin American Express Account Summary February 19, 2001
Belin American Express Account Summary September 19, 2001
Belin American Express Account Summary October 20, 2001
Belin American Express Account Summary November 19, 2001

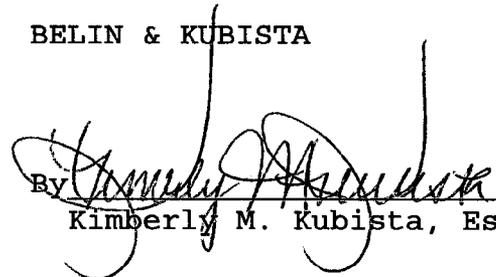
Gallaher Invoice InterGolf February 13, 2001
Gallaher Sales Draft dated February 13, 2001 for \$1,200.00
Gallaher Bank of America Visa Account Information September 6,
2001

Cellular One Account Information October 3, 2001 through
November 2, 2001
Phone accounting for period September 22, 2001 through October
21, 2001, page 5 and 6

InterGolf schedule dated October 8, 2001
Fax transmission of InterGolf dated October 11, 2000
Fax transmission of InterGolf dated October 27, 2000
Fax transmission of InterGolf dated November 28, 2000.

RESPECTFULLY SUBMITTED,

BELIN & KUBISTA

By 
Kimberly M. Kubista, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
INTERGOLF, :
Defendant :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a true and correct copy of Plaintiffs' Pre-Trial Memorandum in the above-captioned matter to the following parties by postage prepaid United States mail on the 6th day of September, 2002:

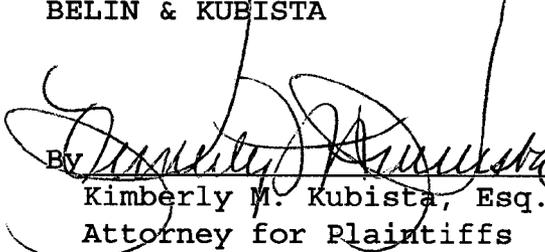
Kandice J. Kerwin, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

R. Denning Gearhart, Esquire
215 East Locust Street
Clearfield, PA 16830

Peter F. Smith, Esquire
30 South Second Street
P.O. Box 130
Clearfield, PA 16830

Blaise J. Ferraraccio, Esquire
301 East Pine Street
Clearfield, PA 16830

BELIN & KUBISTA


By Kimberly M. Kubista
Kimberly M. Kubista, Esq.
Attorney for Plaintiffs

CENTRAL DAILY TIMES

Sunday September 30, 2001 \$1.25

HAWKEYES SOAR OVER LIONS

Penn State remains with after 24-18 loss at Io



Plots to kill Americans abroad discovered

discovers

By Martin Mercer and Jonathan S. Landay Knight Rider Newspapers

WASHINGTON — The State Department issued a worldwide travel alert for Americans after discovering that extremists in nine countries might be preparing to kidnap or kill American and British civilians in response to expected U.S. retaliatory strikes against terrorists, Knight Rider learned Saturday.

The boldest plot, U.S. intelligence officials said, was uncovered by Indonesian authorities who reported that a radical Muslim group planned to invade two upscale neighborhoods in the capital of Jakarta and seize large numbers of Americans and Britons as hostages if the United States or Great Britain attacked Afghanistan.

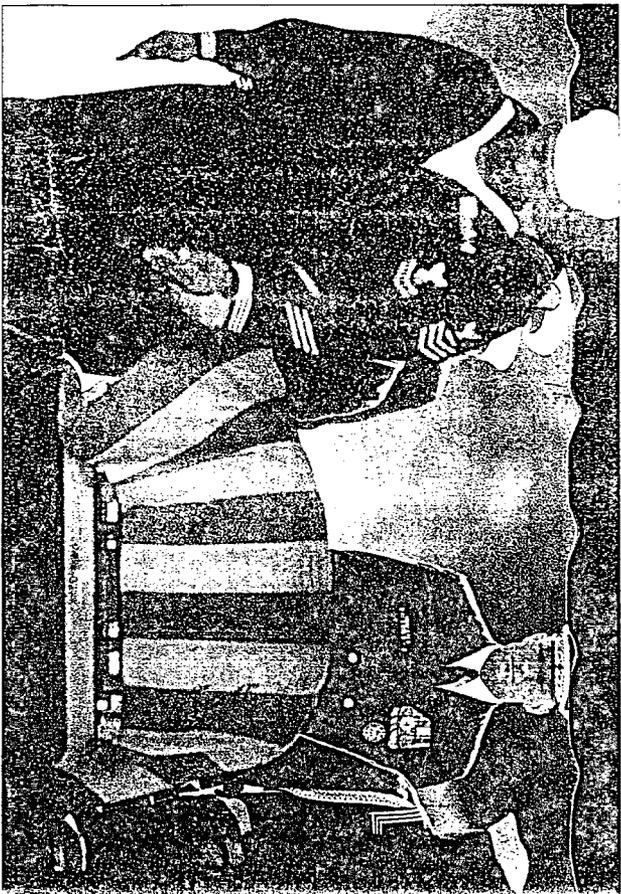
The officials, who requested anonymity, told Knight Rider that the "worldwide caution" issued Friday by the State Department was based on reports from the Central Intelligence Agency, the National Security Agency and foreign intelligence services.

According to the reports, suspected allies of terrorist leader Osama bin Laden have been casing hotels favored by Westerners. In some cases, officials said, extremists asked desk clerks and other hotel employees if any Americans were registered there.

Plans for possible attacks against Americans and other Westerners also were reported in the Malaysian capital of Kuala Lumpur, the southern Philippine island of Mindanao, the Bangladeshi capital of Dhaka, Tajikistan, Uzbekistan, Pakistan, Georgia — the former Soviet republic — and Bahrain, the U.S. military headquarters in the Persian Gulf, the officials said.

With more than 300 aircraft, 30 warships and nearly 30,000 troops now focused on Afghanistan, the United States is ready to begin military action against bin Laden and his Al Qaeda hosts as soon as President Bush decides to act, according to senior U.S. officials.

See Plot, Page A3



Rear Adm. Richard B. Porterfield, director of Naval Intelligence, participates in the military graveside services for Navy Lt. Jonas Frank at Centre Conny Memorial Park on Saturday. Frank was killed in the Sept. 11 terrorist attack on the Pentagon.

Navy offers final salute to fallen 'American hero'

By Michael C. Spearling

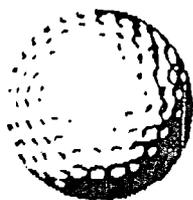
ELLEFONTE — U.S. Navy Lt. Jonas Frank's sister, Mar-

"His truest testimony is not in the words we speak, but in the way he led his life — on watch with his ship — mates right to the end."

Rear Adm. Richard B. Porterfield, Director of Naval Intelligence

"His truest testimony," Porterfield said, "is not in the words we speak, but in the way he led his life — on watch with his ship — mates right to the end. At the funeral, family, friends and mates tearfully watched as the U.S. flag flew, with full military honors their fallen shipmate. Porterfield said later that Frank was preparing an intelligence briefing for the chief of naval operations about the war on terrorism on the World Trade Center on Sept. 11, 2001."

COT photo



InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

MR CARL BELIN

September 26, 2001

Dear Mr Belin

I have attached a copy of our Company policy and this really sets out our position regarding the way in which we are trying to fairly and appropriately deal with these exceptional circumstances, and give Clients (such as yourself who earlier chose NOT to take out Travelers Insurance permitting them to cancel) who prefer not to travel at this difficult time the ability to do so without incurring our cancellation fees. This policy that we adopted has been seen as fair by all other Clients who have chosen to take this rescheduling option and we do still have a number of Clients who are traveling.

On our reservation form, which you read, signed and initialed has our cancellation policies - which at 59-21 days before departure would be 50%, this is of course on offer to you. The same form you signed and initialed to decline the Travelers Insurance offered. Most airlines and tour Companies have already returned to exercising normal trading and cancellation conditions.

Please read the policy below and I will be in touch later in the day.

Yours sincerely,

Shona Inglis

InterGolf

678 323 1340

TRAVEL UPDATE

The tragic events of September 11, 2001 will have a major impact on each of our lives for all time. The thoughts and prayers of everyone at InterGolf are with those who have lost friends or family members as a result of this despicable carnage.

Since the disaster, and the effect it has had on travel arrangements, we have been assisting clients who were out of the United States at the time, and trying to return home. This is now largely done. We also had many clients who were simply not able to commence their vacations from the USA as airlines were not flying, and they have been offered rescheduled trips in 2002.

With the air travel situation returning to some form of normalcy, we now turn our attention to those clients who are due to travel with the next few weeks. We find ourselves having to strike a difficult balance between the cancellation and continuation of these trips. With this in mind we have heeded the call to return to work from the President and will continue to offer our clients their planned golf vacations. We know that our suppliers, golf courses and hoteliers alike will provide the warmest of welcomes.

We do however understand entirely, that while it is now possible to continue with planned golf vacations, many clients simply do not wish to travel for many reasons at this point in time, and would prefer to remain with their families in the United States.

Any of our clients who chose to take out our Travelers Insurance when they booked are able to cancel without penalty. Many of our clients however have no cancellation protection, and we have been working with key suppliers in order to make some special provision for them in light of these exceptional circumstances. Many of the smaller suppliers do have very real concerns about the ongoing viability of their businesses.

While we are monitoring this on an ongoing basis, at present for anyone scheduled to commence their vacation by October 31, who is not otherwise covered, we will permit the schedule to be rolled forward and be taken within 12 months for a nominal charge of 10% of the trip value. While suppliers are prepared to waive 2001 charges, this charge is simply to take account of ongoing inflationary charges and other non recoverable prepaid expenses. Schedule rebooking is of course subject to availability, and the sooner it is rebooked, the more chance there is that the desired schedule is available. It should be noted that anyone canceling within 21 days of travel, would ordinarily be liable for a 75% cancellation charge.

This nominal additional charge would not be payable until 60 days in advance of the rescheduled trip.

Many major airlines are also currently waiving fees and administrative charges for ticket changes (or are offering a refund option) for air travel in the next few days. Please consult your airline's web site for the latest information or speak with our air department.

Sep 26 01 01:22p

(770)518-1272

P. 3

if InterGolf issued your airline ticket. In the event you choose to cancel your travel arrangements, the respective airline penalties or other considerations would apply.

We do hope clients will continue with their plans at this time. We do understand if you do not, and hope that our proposed provision for otherwise uninsured travelers is seen as fair and appropriate. Please be assured that we hold paramount the concerns of our clients at all times.

Gordon Dagleish
President
InterGolf Vacations

INTERGOLF - RESERVATION FORM

PLEASE NOTE: THE INFORMATION REQUESTED IN THIS FORM MUST BE COMPLETED FOR EACH TRAVELLER. NO FINAL DOCUMENTS WILL BE SENT UNLESS THIS FORM IS RECEIVED BY INTERGOLF.

FORM	MR MRS MISS	FULL NAME AS APPEARING ON PASSPORT	COLLEGE YES / NO	IF GOLFER HANDICAP	SMOKING YES / NO	CADDIES YES / NO	GOLF CARTS YES / NO <small>(See notes regarding carts)</small>	HOME GOLF CLUB
1	MR	CARL A BELIN JR	Yes	24	No	/	Yes	Clearfield
2	MRS	Carol A BELIN	Yes	28	No	/	Yes	Clearfield
3						/		
4						/		

Tour Cost. InterGolf land programs are as priced in the brochure. A \$25.00 discount is offered on published prices for land tours, if the tour is purchased in conjunction with a intercontinental airline ticket, issued by InterGolf for travel on selected air carriers. *Air inclusive programs not applicable*

Deposit and final payment: In order to hold land arrangements, a deposit of \$500.00 per person is required at the time reservations are requested. The balance of the total cost is due 60 days prior to travel. The total price of the tour is not guaranteed until payment in full has been received by InterGolf. InterGolf accepts payment by MasterCard, Visa, personal check and money order.

Changes: An administrative fee of \$35.00 per change per person will be charged for changes requested by client or travel agent after deposit has been received and confirmation issued. In most cases, changes cannot be made less than 60 days before travel.

Documentation: For U.S. or Canadian citizens, most countries require visitors to have a valid passport, with a few countries also requiring a valid visa. Some destinations, such as Bermuda, Mexico and Canada only require proof of U.S. Citizenship. Citizens of other countries should check with the appropriate

Embassy. On independent tours with a rental car, all drivers must be over 21 years of age and have a valid driver's license. In Ireland there is a maximum driving age of 74 years (65 years on certain categories).

Cancellations: Notification of cancellation must be forwarded in writing to InterGolf. If any trip is cancelled by InterGolf all deposits and payments will be refunded in full. Otherwise cancellation charges will apply to each traveller as follows: **LAND ARRANGEMENTS:** 60 days or more before departure - a charge of \$450.00 will apply; 59 - 21 days before departure a charge of 50% of the total cost; 20 - 6 days before departure a charge of 75% of the total cost; 5 days or less before departure - **NO REFUND. NO REFUND WILL BE MADE FOR UNUSED PORTIONS OF A TOUR.** **AIR TRAVEL:** Applicable airline cancellation penalties will apply.

Caddies / Golf Carts: Caddies/ golf carts may only be requested for the entire duration of a trip, and not for specific individual rounds.

Golf Carts

InterGolf cannot normally guarantee carts (except on tours where they are included), but every effort is made to insure you do have them if they are requested.

Caddies

As a free service to clients, InterGolf will request caddies for you at each golf club. Caddies cannot be guaranteed at any golf course. If you request caddies on your Reservation Form, InterGolf will make a request for Caddies at least one month in advance of your visit. The Golf Clubs make every effort to secure caddies for our clients but caddies are NOT employed either by the golf clubs themselves or by InterGolf. Certain courses offer a greater likelihood of accessing a caddy than others. Please consult with your Golf Travel Specialist with any questions on your selected courses regarding the likelihood of accessing a caddy. In general the demand for caddies at most courses exceeds the availability.

If a caddy is secured for you, the caddy master or another club official will inform you of the caddy charge and tipping policy. As a general guideline, charges range from \$35 - \$60 per bag (including tip). During the summer months High School and College Students are on vacation and are sometimes available at clubs as Bag Carriers. The charge for Bag Carriers range from \$25 - \$30 per bag (including tip). If they are available, Bag Carriers will be booked when Caddies are not secured. Most clubs in the UK and Ireland have pull carts available for hire, again subject to availability. In the event that neither Caddies nor Bag Carriers are

not available you could hire a pull cart, where and/or when available (generally available at all courses), at your own discretion. You must be prepared to carry your golf bag in the event that none of the above are available.

Please check with InterGolf's Atlanta office for detailed information on caddies and carts for each destination.

Golf Handicaps: Many of the golf courses at InterGolf's destinations around the world require visitors to be a member of a recognized golf club and to hold an official handicap (some place certain maximum handicap restrictions - please check with our Atlanta office for complete listings). InterGolf accepts no responsibility for clients being refused golf if they do not meet these requirements. The clubs which require such documentation are not trying to discourage visitors but rather to increase the enjoyment of the true golfer who plays their golf course.

Responsibility: World Golf Vacations, Inc. d.b.a. InterGolf is a Georgia corporation which books travel arrangements for various independent overseas ground operators, each of which is an independent corporation with its own management and is not subject to the control of InterGolf. InterGolf, as the tour operator, and its selling agents act only as agent in securing and booking the hotel accommodations and other land tour services provided by others as independent contractors. InterGolf or the specified air carriers and its selling agents assume and accept no liability for injury, loss, damage, accident, delay or inconvenience caused by any defect in the operation of any vehicle or conveyance or caused by the act, omission, neglect, delay or default of any person engaged in transporting a tour participant or in providing hotel accommodations or other tour services or caused by criminal act of any person or caused by any event which is beyond the reasonable control of InterGolf or the specified air carriers. They reserve the right to cancel a tour if circumstances so require.

If any tour service or its reasonable equivalent is not provided due to events beyond the reasonable control of InterGolf, the company will make an appropriate refund of that portion of the tour price covering the undelivered tour service, but it is understood that InterGolf shall have no other or further responsibility or liability either for the accuracy of any representation or the non provision of any tour services. The responsibility and liability of the specified air carriers respecting their performance of air transportation services are limited by and subject to the conditions of contract in the passenger ticket, the rules contained in tariffs on file with U.S. Department of Transportation (available for inspection on request) and applicable provisions of law and treaty.

InterGolf reserves the right to cancel a tour if circumstances so require. In the event of such, InterGolf will make a full refund to travellers of all payments received in respect of the tour. Such a refund of payments will be the full extent of InterGolf's obligation and liability to travellers. This contract is governed by the laws of the State of Georgia.

Travel Insurance: InterGolf recommends that you have luggage, accident and trip cancellation insurance. InterGolf is not liable for loss, damage or theft of luggage or personal belongings, for personal injury, accident or illness. We have provided you with a brochure for quality travel insurance with this package of information. It is very important that if you wish to avail of the special policy which includes coverage for pre-existing medical conditions your application be postmarked to Travel Insured International within 7 business days of the date of the cover letter accompanying this information package.

I have been offered travel accident, sickness, baggage and trip cancellation insurance from InterGolf through TheTravelers Insurance Company.

_____ I have accepted insurance offered through TheTravelers.

(initial here)

Carl
(initial here)

_____ I have declined insurance offered through TheTravelers.

Departure Date: 10/3/01

Return Date: 10/24/01

Name of individual making reservation:

CARL BELIN

Address:

316 W MARKET CLEARFIELD
7893 JA

Telephone - Office: 814 + 765-8972

Telephone - Home: 814 + 765-8963

I agree on behalf of all persons named on this reservation form to accept the conditions set out herein.

Signature: _____
(This form will be returned if received unsigned.)

Date: 3/9/01

In case of an emergency, please contact:

ROBERT L. SHEARER

Address: 298 W FRONT ST CLEARFIELD
JA

Telephone: 814 + 765-8464

Mail this form to:
InterGolf
Post Office Box 500608
Atlanta, Georgia 31150-0608

★ 814 765 8972

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

September 26, 2001

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA

CARL A. BELIN
1901-1997

AREA CODE 814
TELEPHONE 765-8972
TELECOPIER (814) 765-9893

VIA FACSIMILE ONLY 770-518-1272

Ms. Shona Inglis
InterGolf
P.O. Box 500608
Atlanta, GA 31150-0608

Dear Ms. Inglis:

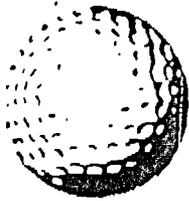
Your proposal is not acceptable to Mr. Gallaher and me. I would like to know whether the various resorts and golf courses have waived their charges as you suggest. If so, InterGolf is not being prejudiced by the return of most of our fees.

I would like an answer to this question before I determine my course of action. This cancellation insurance you refer to never contemplated a war! The airlines have been most cooperative in crediting us for the charges. In talking to my Travel Agent, she has advised me most companies are refunding to their clients given the national crisis. We expect InterGolf to do the same.

Very truly yours,


Carl A. Belin, Jr.

CABjr:smh



InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

MR CARL BELIN
Belin & Kubista
Attorneys at Law
15 North Front Street
PO Box 1
Clearfield
PA 16830

September 27, 2001

Dear Mr Belin,

I am sorry that you find our proposal unacceptable to yourself and Mr Gallaher. We have endeavored to develop a broad based policy which is fair to all of our clients and suppliers alike. Thus far, while a significant number of our clients have chosen to continue with their travel plans as scheduled, those who have preferred to defer travel have appreciated our offer, recognizing that all parties were fully aware of the terms & conditions at the time of booking.

While we certainly did not foresee these tragic events, we need to proceed along the path of compromise to protect our clients and suppliers alike. Hence our policy. We believe it to be fair and I would respectfully disagree with the assertion that "most companies are refunding their clients". We believe our policy to be on the more liberal end of the tour operator spectrum. With respect to airlines, I understand their policy of refunding stopped this week, depending upon carrier. The Delta Air Lines site currently confirms such. Please recognize that we are discussing travel in October with your group whereas Delta Air Lines, as an example has reverted to normal cancellation penalties.

Unfortunately I am not at liberty to discuss individual agreements with suppliers. Your trip was booked between yourselves and InterGolf. We have various situations with different suppliers at each destination and I am sure you can respect our need to create a fair and equitable blanket policy for all travelers.

I hope that you can understand our position but would ask that you reconsider my offer as contained in my letter of September 20.

Yours sincerely,

Shona Inglis
InterGolf Vacations

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA

CARL A. BELIN
1901-1997

September 28, 2001

AREA CODE 814
TELEPHONE 765-8972
TELECOPIER (814) 765-9893

VIA FACSIMILE ONLY 770-518-1272
Ms. Shona Inglis
InterGolf
P.O. Box 500608
Atlanta, GA 31150-0608

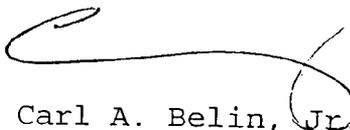
Dear Ms. Inglis:

I talked to our travel agent yesterday and was advised that we had received full cancellation from the airlines for the trip from America to Spain/Portugal and for flights within Spain and Portugal. I believe all the airlines are taking this approach for international travel.

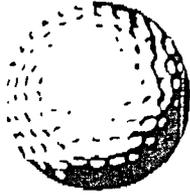
The reason I asked the question as to whether the suppliers had agreed to the cancellation was to find out what loss, if any, InterGolf is going to suffer. Your proposal to retain the monies we paid for a period of twelve (12) months is egregious under the circumstances. We are dealing with a national and international crisis. Southern Europe is habitated by many Arabs - - indeed six were detained in Spain just yesterday. Under such circumstances, nearly all reputable travel agencies are allowing for cancellations. It appears that InterGolf seeks to be "hard-nosed" about this matter as it appears InterGolf will not lose anything on this trip, yet it seeks to hold us captive.

Your position to hold our monies for twelve (12) months is most unreasonable and I believe it is nothing more than an attempt to force us to deal with you under this set of circumstances even though no one could foresee we would be in a crisis that had been described as a "state of war" at the time of our trip. I do not want to engage in further letter writing. Simply give me your final position. If it is not acceptable, we will seek redress in another forum.

Very truly yours,


Carl A. Belin, Jr.

CABjr:smh



InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

MR CARL BELIN
Belin & Kubista
Attorneys at Law
15 North Front Street
PO Box 1
Clearfield
PA 16830

October 1, 2001

Dear Mr. Belin,

I am aware of your concerns regarding travel to the Mediterranean but our company position remains as stated previously. However, in the interest of finding a compromise I am prepared to offer you the opportunity to travel this month on a golf trip to Scotland or Ireland, using your credit. I want to be clear, this offer has potential cost to our company as it is outwith our agreement with suppliers in Spain and Portugal, however I am prepared to absorb said risk in the interest of finding a solution. This offer is made without prejudice to our aforementioned company position.

To avoid any confusion on the matter, if you intend to cancel the trip to Spain and Portugal please confirm same in writing as I do not want to misinterpret your inquires regarding cancellation.

Yours sincerely,

Shona Inglis
InterGolf Vacations

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P.O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN
1901-1997

AREA CODE 814
TELEPHONE 765-8972
TELECOPIER (814) 765-9893

October 2, 2001

VIA FACSIMILE ONLY 770-518-1272 AND VIA US FIRST CLASS MAIL

Ms. Shona Inglis
InterGolf
P.O. Box 500608
Atlanta, GA 31150-0608

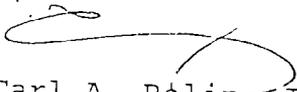
Dear Ms. Inglis:

In reply to your October 1, 2001 letter and further to confirm the numerous telephone conversations that I had with InterGolf since September 17, 2001, I herein advise you that Dave Gallaher and I do hereby cancel the trip to Spain and Portugal with InterGolf.

We are not interested in taking a trip to Scotland or Ireland at this late date. We have already made arrangements for the time we were considering going to Spain and Portugal.

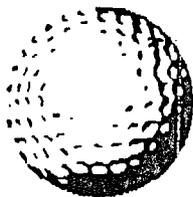
I would ask that you give me your final position in this matter as we intend to proceed to recover the fees that were paid to you.

Very truly yours,


Carl A. Belin, Jr.

CABjr:smh

cc: Mr. David Gallaher



InterGolf

International Golf Vacations since 1971

Post Office Box 500602
Atlanta, Georgia 31150 0602

Reservations/Tours Information 800-468-0651
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

MR CARL BELIN
Belin & Kubista
Attorneys at Law
15 North Front Street
PO Box 1
Clearfield
PA 16830

October 2, 2001

Dear Mr Belin,

Further to our recent correspondence and your confirmation of cancellation, please be advised we have refunded 50% of the cost of your tour to the respective credit cards for yourself and Mr Gallacher.

Yours sincerely,

Shona Inglis
InterGolf Vacations

RESEND

1 OF 3

INTERCAL
3302 DUNWOODY R. # 305
ATLANTA GA 30358

DATE: 10/02/01 TERM: 0002
ACCT: 0005000000000000
C-4-C-0-1-1
CLERK: 0005

REF: 0000 TECH: 109
CD TYPE: VX
TR TYPE: DR
AMOUNT: \$2450.00

ACCT: 0255000000000000
AP: 0000000000000000

CARDHOLDER ACKNOWLEDGES RECEIPT OF
GOODS AND/OR SERVICES IN THE AMOUNT OF
THE TOTAL SHOWN HEREON AND AGREES TO
PERFORM THE OBLIGATIONS SET FORTH BY THE
CARDHOLDER'S AGREEMENT WITH THE ISSUER
FOR THIS RECEIPT.

MRS SAUNDERS-025011
TOP COPY-RECEIPT ACTION COPY-CUSTOMER

INTERCAL
3302 DUNWOODY R. # 305
ATLANTA GA 30358

DATE: 10/02/01 TERM: 0002
ACCT: 0005000000000000
C-4-C-0-1-1
CLERK: 0005

REF: 0004 TECH: 109
CD TYPE: EX
TR TYPE: DR
AMOUNT: \$2450.00

ACCT: 0255000000000000
AP: 0000000000000000

CARDHOLDER ACKNOWLEDGES RECEIPT OF
GOODS AND/OR SERVICES IN THE AMOUNT OF
THE TOTAL SHOWN HEREON AND AGREES TO
PERFORM THE OBLIGATIONS SET FORTH BY THE
CARDHOLDER'S AGREEMENT WITH THE ISSUER

MRS BRUN-025011
TOP COPY-RECEIPT ACTION COPY-CUSTOMER

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN
1901-1997
AREA CODE 814
TELEPHONE 765-8972
TELECOPIER (814) 765-9893

October 3, 2001

VIA FACSIMILE ONLY 770-518-1272 AND VIA US FIRST CLASS MAIL

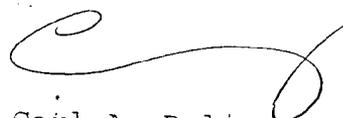
Ms. Shona Inglis
InterGolf
P.O. Box 500608
Atlanta, GA 31150-0608

Dear Ms. Inglis:

I see the credits you issued were in the amount of \$2,450.00 for each couple. So that there is no doubt, both Mr. and Mrs. Gallaher and Mr. and Mrs. Belin have cancelled their trip to Spain and Portugal. I would advise you that the cost of the tour was \$9,800.00 for each couple. I would suggest that your credit is incorrect.

In any event, I intend to pursue other steps including the filing of suit to recover the balance.

Very truly yours,

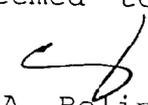


Carl A. Belin, Jr.

CABjr:smh

cc: Mr. David Gallaher

P.S. It seems revolting that InterGolf is taking the position of retaining our money at a time when the U.S. State Department is advising American citizens of the danger of visiting overseas during this rather tense period of American history. Perhaps our threatened litigation might be deemed to be a patriotic exercise under these circumstances.



Carl A. Belin, Jr.

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P.O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA

CARL A. BELIN
1901-1997

AREA CODE 814
TELEPHONE 765-8972
TELECOPIER (814) 765-9893

October 8, 2001

VIA FACSIMILE ONLY 770-518-1272 AND VIA US FIRST CLASS MAIL

Ms. Shona Inglis

InterGolf

P.O. Box 500608

Atlanta, GA 31150-0608

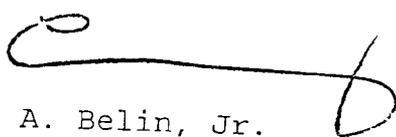
Dear Ms. Inglis:

I hope you and senior management saw the CNN banners on television last night: "State Department warns Americans abroad, tightens security around the world" ... "Bush Administration bracing for retaliation against American citizens following attacks."

We were supposed to be boarding a plane for Madrid today and to have traveled south to the Mediterranean coast had we not cancelled the trip with Intergolf. We would request you and the Intergolf senior management reconsider your position on cancellations. Certainly, your company cannot ignore the impossibility of anyone guaranteeing the safety of travelers in this region.

Implied in our contract with you was the absence of an international conflict affecting the region we were supposed to visit. We urge you to reconsider your position and refund most of the monies we paid you. Clinging to your position of refunding only fifty (50%) percent of the monies paid for the trip seems to us to have become tantamount to price gouging given the dangers abounding in the region. We are forwarding our file to Congressman William Shuster for his review and reference to other government agencies. We are sorry this has become necessary.

Very truly yours,


Carl A. Belin, Jr.

CABjr:smh

cc: Congressman William Shuster

Mr. David Gallaher

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA

CARL A. BELIN
1901-1997

AREA CODE 814
TELEPHONE 765-8972
TELECOPIER (814) 765-9893

October 8, 2001

William Shuster, Congressman
342 Russell Senate Office Building
Washington, DC 20510

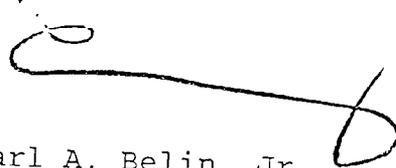
In re: InterGolf

Dear Congressman Shuster:

My wife, David Gallaher and his wife and I were scheduled for a visit to Spain and Portugal through Intergolf. Given the state of the nation at this time we cancelled our visit. The amount paid was \$9,600 each couple. I have confirmed that the Spanish and Portuguese facilities had agreed to cancel without penalty.

I enclose herewith the correspondence between myself and InterGolf regarding this matter. I would request that you write a stern letter to InterGolf to see if we can

Very truly yours,


Carl A. Belin, Jr.

CABjr:smh

Enclosures

BILL SHUSTER

9th District, PENNSYLVANIA

2184 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-2431
Fax: (202) 225-2485

Congress of the United States
House of Representatives
Washington, DC 20515-3809
October 25, 2001

COMMITTEE ON SMALL BUSINESS

SUBCOMMITTEE
ECONOMIC, AGRICULTURE AND TRADECOMMITTEE ON TRANSPORTATION
AND INFRASTRUCTURESUBCOMMITTEE
AIRPORTS,
AIRWAYS AND TRAVEL
WAYS

Ms. Shona Inglis
InterGolf Vacations
PO Box 500608
Atlanta, GA 31150-0608

Dear Ms. Inglis:

I have recently been contacted by Mr. Carl Belin of Clearfield, PA regarding a stiff penalty your company has imposed on him for canceling as scheduled trip to Portugal and Spain.

In light of the travel warnings issued by the US Department of State and possible evidence of additional terrorist activities recently uncovered by Federal Bureau of Investigation, I believe Mr. Belin is justified in canceling his trip. Although I understand that the tourism industry has been financially shaken as a result of the September 11 attacks, I find a 50% penalty an exceptional amount to pay especially considering that the overseas facilities have agreed to cancel without penalty. I sincerely hope you will reconsider your position and refund Mr. Belin a reasonable amount.

If you will advise me of your action in this matter and return your reply to me, I will appreciate it.

Sincerely,



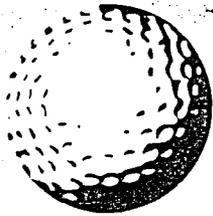
BILL SHUSTER
MEMBER OF CONGRESS

WFS:rjy

310 PINE STREET
HARRISBURG, PA 17104
(717) 596-6318
Fax: (717) 596-8726

1714 Old Town Road
Clearfield, PA 16830
(814) 765-9106
Fax: (814) 765-0201

179 East Queen Street
Chambersburg, PA 17220
(717) 261-8100
Fax: (717) 261-0219



InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

February 13, 2001

Mr. Carl Belin
316 W. Market St.
Clearfield, PA 16830

INVOICE FOR TOUR SERVICES

<u>Passenger Name</u>	<u>Departure Date</u>	<u>Destination</u>	<u>Cost (\$)</u>
Mr. Carl Belin	October 3, 2001	Spain/Portugal	\$4,900.00
Mrs. Carol Belin	October 3, 2001	Spain/Portugal	\$4,900.00
	Sub total		\$9,800.00
	Deposit Received 2-13-01 2 @ \$600		(\$1,200.00)
	<u>Final balance due on August 8, 2001</u>		<u>\$8,600.00</u>

Belin

INTERGOLF
8302 DUNWOODY PL # 305
ATLANTA GA 30350

DATE: 02/13/01

MEM#: 00590056440

TERM: 0002

S-A-L-E-S D-R-A-F-T

CLERK: 0002

REF: 0005

BCH: 062

CD TYPE: AX

TR TYPE: MP

AMOUNT:

\$1200.00

ACCT: 372938905602000

EXP: 0602

RF: 113693

AVS: EXACT MATCH

CARDMEMBER ACKNOWLEDGES RECEIPT OF
GOODS AND/OR SERVICES IN THE AMOUNT OF
THE TOTAL SHOWN HEREON AND AGREES TO
PERFORM THE OBLIGATIONS SET FORTH BY THE
CARDMEMBER'S AGREEMENT WITH THE ISSUER

TOP COPY-MERCHANT BOTTOM COPY-CUSTOMER



Cards

Customer Service
800-528-4800
(24 hours / 7 days)
www.americanexpress.com

Page 1 of 6

Did you know you can
pay your bill online?
Visit our website at
www.americanexpress.
com to enroll today.

Personal Card Statement of Account

Prepared For
CARL A BELIN JR

Closing Date
February 19, 2001

Account Number
3729-389056-02000

Account Summary

	Previous Balance \$	Payment/Credits \$	New Charges \$ (inc. Finance Charge if any)	New Balance \$	Minimum Amount Due \$
Due in Full	276.43	-276.43	498.69	498.69	498.69
Flexible	3,660.33	-1,723.57	2,162.54	4,099.30	82.00
Total	3,936.76	-2,000.00	+2,661.23	=4,597.99	580.69

* Indicates posting date.

Please refer to page 4
for important information
regarding your account

Terms - Payable in full upon receipt of statement.

Card Transactions for CARL A BELIN JR

Card 3729-389056-02000

February 11, 2001*	Amount \$
2,000.00 PYMT RECVD - THANK YOU	-276.43
1,723.57 APPLIED TO SIGN & TRAVEL/ExPO	

January 25, 2001	42.39
-------------------------	-------

KMART #03564 CLEARFIELD PA
GENERAL MERCHANDISE
Reference: 0000000000 Rec Number: 0356402501

February 1, 2001	64.36
HEDGES FINE FOOD CLEARFIELD PA	
FOOD/BEVERAGE	
FOOD/BEV	53.76
TIP	10.60
Reference: 480110018	

*101/1501/3518
1200/300/2000
3/12/01*

February 3, 2001	70.00
-------------------------	-------

TOFTREES HOTEL F&B STATE COLLEGE PA
EATING PLACES AND RESTA
FOOD/BEV

Reference: 003543399

↓ Please fold on the perforation below, detach and return with your payment ↓

Continued on reverse →



Cards

Prepared For
CARL A BELIN JR

Account Number
3729-389056-02000

Page 3 of 6

Closing Date
February 19, 2001

Flexible Payment Option Statement of Account

Account Number
3729-389056-02000
Closing Date
February 19, 2001

Creditor: American Express Centurion Bank

Thank you for using Sign & Travel. When planning your next vacation, remember Sign & Travel lets you travel when and how you choose.

	Account Summary \$	Minimum Payment \$
Previous Balance	3,660.33	82.00
Payments/Credits	-1,723.57	
FINANCE CHARGE	54.88	
New Charges	2,107.66	
New Balance	4,099.30	

Payment Due Date
March 16, 2001

Finance Charge Schedule	Balance(s) to Which Rate Applies	Average Daily Balance	Annual Percentage Rate	Daily Periodic Rate
	ALL	\$3,532.75	18.90%	.0518%

Please refer to page 4 for important information regarding your Sign & Travel and/or Extended Payment Option.

S&T and/or ExPO Transactions for CARL A BELIN JR

Card 3729-389056-02000	Amount \$
February 11, 2001 PAYMENT RECEIVED - THANK YOU	-1,723.57
February 13, 2001 INTERGOLF ATLANTA GA TRAVEL/TOURS/FEES Reference 1520005 Proc Number 0000000005	1,200.00
February 14, 2001 US AIR PITTSBURGH PA Routing Details Not Available Ticket Number: 03706179695659 Passenger Name: BELIN/CARL Document Type: MISC CHARGE ORDER/PREPAID TICKET AUTHORITY	550.00
February 14, 2001 ROYCE HOTELS #805 CORAOPOLIS PA Arrival Date 02/13/01 Departure Date 02/14/01 LODGING Reference 4731109	82.66
February 16, 2001 JAMAICA JAMAICA HTL SAINT ANN JAMAICA Description GENERAL MDSE Reference 608390	160.00
February 18, 2001 JAMAICA JAMAICA HTL SAINT ANN JAMAICA Description GENERAL MDSE Reference 608430	115.00
Total of Sign & Travel and/or Extended Payment Option Activity	
	New Charges 2,107.66
	Payments/Credits -1,723.57



Cards

October

Customer Service
800-528-4800
(24 hours / 7 days)
www.americanexpress.com

Page 1 of 8
Did you know you can
purchase Be My Guest®
dining gift cards online?
It's so easy! Visit www.
americanexpress.com/
bemyguest to order now!

Personal Card Statement of Account

Prepared For
CARL A BELIN JR

Closing Date
September 19, 2001

Account Number
3729-389056-02000

Account Summary

	Previous Balance \$	Payment/Credits \$	New Charges \$ (inc. Finance Charge if any)	New Balance \$	Minimum Amount Due \$
Due in Full	710.32	-730.13	1,741.19	1,721.38	1,721.38
Flexible	2,272.53	-2,274.28	9,567.70	9,565.95	192.00
Total	2,982.85	-3,004.41	+11,308.89	=11,287.33	1,913.38

* Indicates posting date.

Please Pay By
October 14, 2001

Please refer to page 6
for important information
regarding your account

Terms - Payable in full upon receipt of statement.

Card Transactions for CARL A BELIN JR

Card 3729-389056-02000

Amount \$

September 15, 2001*

2,435.36 PYMT RECVD - THANK YOU -641.13
1,794.23 APPLIED TO SIGN & TRAVEL/ExPO

August 22, 2001

ELECTRIC AVENUE RESTHOUTZDALE PA 29.49
FOOD/BEVERAGE

Reference 45178604

August 23, 2001

THUNDERBIRD RESTAURAREYNOLDSVILLE PA 81.39
FOOD/BEVERAGES
FOOD/BEV 67.79
TIP 13.60

Reference 145225318

August 25, 2001

ITALIAN OVEN OF DUBOIS DUBOIS PA 54.25
FOOD AND BEVERAGE

TIP 00000900
Reference 000330757

August 26, 2001

BROOKS BROTHERS 635 GROVE CITY PA 94.80
TIES OT NT

Reference 000014907

Handwritten notes:
1822 / 14205
1913.38 / 8.96
1375 / 101

↓ Please fold on the perforation below, detach and return with your payment. ↓

Continued on reverse →

Prepared For
CARL A BELIN JR

Account Number
3729-389056-02000 Page 4 of 8

Transactions Continued

Amount \$

September 6, 2001 178.95

MONTEREY BAY CLTHNG 800-308-0358 CA
 CLOTHING

Reference: P06959560 Roc Number: 0016589934

Activity for CAROL A BELIN

New Charges 909.44
 Payments/Credits -89.00

Total of Card Activity

New Charges 1,741.19
 Payments/Credits -730.13

**Flexible Payment Option
 Statement of Account**

Account Number
 3729-389056-02000
 Closing Date
 September 19, 2001

Thank you for using Flexible Payment Option.

Creditor: American Express Centurion Bank

	Account Summary \$	Minimum Payment \$
Previous Balance	2,272.53	192.00
Payments/Credits	-2,274.28	
FINANCE CHARGE	0.00	
New Charges	9,567.70	
New Balance	9,565.95	

Payment Due Date
 October 14, 2001

Finance Charge Schedule	Balance(s) to Which Rate Applies	Average Daily Balance	Annual Percentage Rate	Daily Periodic Rate
	ALL	\$0.00	16.65%	.0456%

Please refer to page 5 for important information regarding your Sign & Travel and/or Extended Payment Option.

S&T and/or ExPO Transactions for CARL A BELIN JR

Amount \$

September 15, 2001 -1,794.23

PAYMENT RECEIVED - THANK YOU

August 28, 2001 209.50

NORM THOMPSON PORTLAND OR
 CATALOG MERCH

Reference: F702816 Roc Number: P702816

August 31, 2001 8,600.00

INTERGOLF ATLANTA GA
 TRAVEL/TOURS/FEES

Reference: CM0100415 Roc Number: 0000000001

September 10, 2001 379.10

CAMPBELL TRAVEL STATE COLLEGE PA
 IBERIA LINEAS AEREAS DE E

From: MADRID SPAIN To: MALAGA SPAIN Carrier: IB Class: YD
 LISBON PORTUGAL
 PARIS-DE GAULLE FR AF ML

Ticket Number: 07570497733039 Date of Departure: 10/09

Passenger Name: BELIN/C

Document Type: PASSENGER TICKET

Cancel

September 10, 2001 379.10

CAMPBELL TRAVEL STATE COLLEGE PA
 IBERIA LINEAS AEREAS DE E

From: MADRID SPAIN To: MALAGA SPAIN Carrier: IB Class: YD
 LISBON PORTUGAL
 PARIS-DE GAULLE FR AF ML

Ticket Number: 07570497733049 Date of Departure: 10/09

Passenger Name: BELIN/C

Document Type: PASSENGER TICKET

Cancel

Activity for CARL A BELIN JR

New Charges 9,567.70
 Payments/Credits -1,794.23



Cards

November

Customer Service Page 1 of 7
800-528-4800
(24 hours / 7 days)
www.americanexpress.com

Personal Card Statement of Account

Prepared For
CARL A BELIN JR

Closing Date
October 20, 2001

Account Number
3729-389056-02000

Account Summary

	Previous Balance \$	Payment/Credits \$	New Charges \$ (inc. Finance Charge if any)	New Balance \$	Minimum Amount Due \$
Due in Full	1,721.38	-4,244.65	407.95	2,115.32	-2,115.32
Flexible	9,565.95	-12,015.95	10,592.76	8,142.76	163.00
Total	11,287.33	-16,260.60	+11,000.71	=6,027.44	-1,952.32

Do Not Pay

* Indicates posting date.

Please refer to page 5
for important information
regarding your account

Credit balance - can be applied against future charges or you may request a refund.

Card Transactions for CARL A BELIN JR

Card	Amount \$
October 10, 2001* 1,913.38 PYMT RECVD - THANK YOU 205.29 APPLIED TO SIGN & TRAVEL/ExPO	-1,708.09
October 10, 2001* PAYMENT RECEIVED - THANK YOU	-8.56
September 23, 2001 CHILI'S MANASSAS VA	58.11
FOOD-BEV	
FOOD-BEV	48.51
TIP	9.60
Reference: 109231301	
September 23, 2001 THE OLIVE GARDEN USAALTOONA PA	33.04
FOOD/BEVERAGE	
FOOD-BEV	28.04
TIP	5.00
Reference: 134503332	
September 28, 2001 ITALIAN OVEN OF DUBOIS DUBOIS PA	44.75
FOOD AND BEVERAGE	
TIP 00000740	
Reference: 000332121	

Continued on reverse

Prepared For
CARL A BELIN JR

Account Number
3729-389056-02000 Page 2 of 7

Transactions Continued

Amount \$

September 29, 2001

THUNDERBIRD RESTAURAREYNOLDSVILLE PA 99.39
FOOD/BEVERAGES
FOOD/BEV 83.39
TIP 16.00
Reference: 145225318

October 3, 2001

INTERGOLF ATLANTA GA -2,450.00
TRAVEL/TOURS/FEES
Reference: 1W0000883 Fax Number: 000000004

October 5, 2001

THUNDERBIRD RESTAURAREYNOLDSVILLE PA 70.20
FOOD/BEVERAGES
FOOD/BEV 58.20
TIP 12.00
Reference: 145225318

October 10, 2001*

AMERICAN EXPRESS PUBLISHING CORPORATION 32.98
469549042 GRAY APPT BOOK

October 10, 2001*

AMERICAN EXPRESS PUBLISHING CORPORATION 18.98
469969075 GRAY APPT DIARY

October 17, 2001

STEAK BARN WILSON NC 50.50
FOOD/BEVERAGE
FOOD/BEV 42.10
TIP 8.40
Reference: Y70100C63

Activity for CARL A BELIN JR

New Charges 407.95
Payments/Credits -4,166.65

Continued on next page

Sign & Travel and/or Extended Payment Option Transactions Continued Amount \$

October 11, 2001
 TRICK DOG CAFE IRVINGTON VA 125.35
 FOOD/BEVERAGE
 TIP 21.00
 Reference: QN000061C

October 13, 2001
 TIDES INN-RESERVATIOIRVINGTON VA 1,621.58
 Arrival Date Departure Date No of Nights
 10/08/01 10/13/01 5
 LODGING
 Reference: TR000012E

Activity for CARL A BELIN JR

	New Charges	1,992.76
	Payments/Credits	-12,015.95

Other Sign & Travel and/or Extended Payment Option Transactions

October 3, 2001
 TRANSACTION PROCESSED BY AMERICAN EXPRESS 8,600.00
 GOODS AND SERVICES
 Reference: 1W0000352

**Total of Sign & Travel and/or
 Extended Payment Option Activity**

	New Charges	10,592.76
	Payments/Credits	-12,015.95

Important Sign & Travel and/or Extended Payment Option Information

The following terms and conditions apply to charges made on your Sign & Travel and/or Extended Payment Option.

Finance Charge: To calculate the Finance Charge, we multiply the Daily Periodic Rate (Monthly Periodic Rate for IA and PR), by the Average Daily Balance during the billing period. Then we multiply the product by the number of days in the billing cycle (except for IA and PR). To get the Average Daily Balance we take the beginning balance of the Sign & Travel and/or Extended Payment Option ("Account") each day, add any new Account Charges and accrued and unpaid Finance Charges (except such Finance Charges will not be included for residents of IA and PR), and subtract any payments or credits. Then we add up the daily balances for the billing period and divide by the number of days in the billing period. This gives us the Average Daily Balance. This method of computation of the Average Daily Balance results in compound interest (except for residents of IA and PR). If in any 12 month period prior to this billing period you were in default on your Account or any other American Express Account, the APR applicable to your entire Account balance will be 23.46%.

Payments: Mail your payment in the enclosed envelope or to the address for payments listed on page 5. Remember, your payment each month should be for at least the Minimum Amount Due or the Total Amount Due, whichever appears on the Card Account Statement. Either amount includes the Account Minimum Payment shown on the Account Statement and the balance due on your Card Account. If you want to pay more than the Minimum Payment (up to the entire Account New Balance), make your payment for the larger amount and the excess will be applied to your Account.

How to avoid Additional Finance Charges: To avoid additional Finance Charges the Account New Balance must be paid in full by the Account Payment Due date. American Express Centurion Bank will not impose Finance Charges for Account Charges made in any billing period for which payment in full has been received on or before the Account Due Date.

Billing Inquiries

Customer Service
 1-800-528-4800
 (24 hours, toll free)

Address

American Express
 Customer Service
 P.O. Box 297807
 Ft. Lauderdale, FL
 33329-7807



Cards

December

Customer Service
800-528-4800
(24 hours / 7 days)
www.americanexpress.com

Page 1 of 7
Did you know you can
pay your American
Express bill By Phone?
Just call
1-800-1-PAY-AXP or
1-800-472-9297.
It's easy and ready
whenever you are.

Personal Card Statement of Account

Prepared For
CARL A BELIN JR

Closing Date
November 19, 2001

Account Number
3729-389056-02000

Account Summary

	Previous Balance \$	Payment/Credits \$	New Charges \$ (inc. Finance Charge if any)	New Balance \$	Minimum Amount Due \$
Due in Full	2,115.32	0.00	3,454.27	1,338.95	1,338.95
	CR				
Flexible	8,142.76	-8,281.00	2,394.60	2,256.36	46.00
Total	6,027.44	-8,281.00	+5,848.87	=3,595.31	1,384.95

* Indicates posting date.

Please Pay By
December 14, 2001

Please refer to page 5
for important information
regarding your account

Terms - Payable in full upon receipt of statement.

Card Transactions for CARL A BELIN JR

Card 3729-389056-02000

Amount \$

October 20, 2001

OLDE TOWNE STEAK FREDERICKSBRG VA 121.60
 FOOD BEVERAGE
 FOOD/BEV 101.60
 TIP 20.00
 Reference RA01008C1

October 21, 2001*

CR BAL TRANSFER SIGN & TRAVEL/ExPO MIN 163.00

October 21, 2001

HOLIDAY INN-NORTH FALMOUTH VA 73.37
 Arrival Date 10/20/01 Departure Date 10/21/01 No of Nights 1
 LODGING
 CARDEPOSIT
 Reference 02UAA01E9

October 30, 2001

CAMPBELL TRAVEL STATE COLLEGEPA 30.00
 TRAVEL AGENCY SERVICE FEE
 Routing Details Not Available
 Ticket Number: 89081415768004 Date of Departure: 11/04
 Passenger Name: GALLAHER/D
 Document Type: MISC CHARGE ORDER/PREPAID TICKET AUTHORITY

Please fold on the perforation below, detach and return with your payment

Continued on reverse



Prepared For
CARL A BELIN JR

Account Number
3729-389056-02000

Page 2 of 7

Transactions Continued

Amount \$

November 1, 2001*
FLIGHT INS PLUS-TICKET #03770598587689 23.50

November 1, 2001*
FLIGHT INS PLUS-TICKET #03770598587699 23.50

November 7, 2001
CROWNE PLAZA HARRISB717-2345021 PA 157.71
HOTEL/LODGING
LODGING
Reference: 540110700

November 7, 2001
LYKENS MARKET PORT MATICOA PA 21.48
GAS/GROCERIES/MISC
Reference: 00410060 Rec Number: 515107

November 9, 2001
ITALIAN OVEN OF DUBOIS DUBOIS PA 37.19
FOOD AND BEVERAGE
TIP 00000600
Reference: 000333777

November 13, 2001
HEDGES FINE FOOD CLEARFIELD PA 52.01
FOOD/BEVERAGE
FOOD/BEV 43.41
TIP 8.60
Reference: 731010015

November 16, 2001*
TRANSFER OF CREDIT TO S&T/EXPO 2,450.00
TKT# 99870480141729

November 17, 2001
KOHLHEPP TRUE VALUE DUBOIS PA 104.94
HARDWARE/TOOLS
Reference: 14330382

Activity for CARL A BELIN JR
New Charges 3,258.30
Payments/Credits 0.00

Continued on next page

Sign & Travel and/or Extended Payment Option Transactions Continued

Amount \$

October 30, 2001 467.70

CAMPBELL TRAVEL STATE COLLEGE PA

US AIR

From: PITTSBURGH PA

To: CHARLOTTE NC
 MONTEGO BAY JAMAIC
 CHARLOTTE NC
 PITTSBURGH PA

Carrier: US US US US
 Class: HW HW HW HW

Ticket Number: 03770598587689

Date of Departure: 02/09

Passenger Name: BELIN/C

Document Type: PASSENGER TICKET

October 30, 2001 467.70

CAMPBELL TRAVEL STATE COLLEGE PA

US AIR

From: PITTSBURGH PA

To: CHARLOTTE NC
 MONTEGO BAY JAMAIC
 CHARLOTTE NC
 PITTSBURGH PA

Carrier: US US US US
 Class: HW HW HW HW

Ticket Number: 03770598587699

Date of Departure: 02/09

Passenger Name: BELIN/C

Document Type: PASSENGER TICKET

November 2, 2001 280.45

CROWNE PLAZA HARRISB717-2345021 PA

HOTEL/LODGING

LODGING

Reference: 535110200

November 9, 2001 -968.00

EUROPEAN HOLIDAYS REF #99303210190319

REF: CREDIT #99315050325859 (\$ 968.00)

November 13, 2001 143.27

HILTON HARRISBURG HARRISBURG PA

LODGING

Reference: 11114

November 16, 2001 -2,450.00

TRANSFER OF CREDIT FROM CARD ACCT

FOR # 99870480141729

November 16, 2001 -3,700.00

S&T/ExPO TEMPORARY CREDIT

FOR # 99870480141729

November 16, 2001 252.96

FINELLI'S ITALIAN VILLA ALTOONA PA

FOOD AND BEVERAGE

Reference: 65720

Activity for CARL A BELIN JR	New Charges	2,054.70
	Payments/Credits	-8,281.00

Sign & Travel and/or ExPO Transactions for CAROL A BELIN

Card 3729-389056-01010

November 14, 2001 339.90

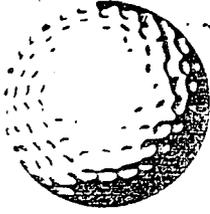
PECAN PLANTATION FLORENCE SC

FOOD/FRUIT/GROCERIES

Reference: 999999999 Roc Number 0036991352

Activity for CAROL A BELIN	New Charges	339.90
	Payments/Credits	0.00

Total of Sign & Travel and/or Extended Payment Option Activity	New Charges	2,394.60
	Payments/Credits	-8,281.00



InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

February 13, 2001

Mr. Dave Gallaher
R.D. 3 Box 172
Clearfield, PA 16830

INVOICE FOR TOUR SERVICES

<u>Passenger Name</u>	<u>Departure Date</u>	<u>Destination</u>	<u>Cost (\$)</u>
Mr. Dave Gallaher	October 3, 2001	Spain/Portugal	\$4,900.00
Mrs. Jean Gallaher	October 3, 2001	Spain/Portugal	\$4,900.00
	Sub total		\$9,800.00
	Deposit Received 2-13-01 2 @ \$500		(\$1,200.00)
	<u>Final balance due on August 8, 2001</u>		<u>\$8,600.00</u>

DIVIDEND MILES VISA
Account Number 4356-0230-0090-8321

For questions or to report lost or stolen cards, call 1-800-441-0130 within the U.S. or 888-801-3723 outside the U.S.

ACCOUNT INFORMATION

New Balance	Total Credit Line	Available Credit	Cash Line	Available Cash	Statement Closing Date	Minimum Payment Due	Payment Due Date
\$10,017.75	\$15,000.00	\$4,982.25	\$15,000.00	\$4,982.00	09/06/01	\$220.39	09/26/01

US AIRWAYS DIVIDEND MILES SUMMARY

Dividend Miles 10017	Dividend Miles Account Number 9156958
-------------------------	--

TRANSACTION SUMMARY

Trans Date	Post Date	Description	Reference Number	Amount CR = Credit
08-05	08-07	SHEETZ #252 CLEARFIELD PA	24455011217121874934193	\$20.12
08-08	08-09	WM SUPERCENTER CLEARFIELD PA	24226381220360642408607	\$29.31
08-09	08-10	CLEARFIELD TRUE VALUE CLEARFIELD PA	24246511222200914363195	\$74.17
08-10	08-13	UNI-MART #04088 CLEARFIELD PA	24323011223118222010033	\$22.32
08-16	08-17	THE FRESH MARKET #2SZX SOUTHERN PINENC	24455011228122941913910	\$30.00
08-17	08-20	BILO FOOD MARKET 216 S81PHILIPSBURG PA	24262031231035478100451	\$131.36
08-19	08-20	Payment - Thank you	23185700000857017901841	\$2,054.11
08-20	08-22	LOWE'S #1010 DUBOIS PA	24138291233327023008309	\$72.51
08-22	08-23	TRAVELSMITH CATALOG 800-950-1600 CA	24692161234000687161852	\$219.34
08-23	08-24	BEDFORD FAIR 800-964-1948 CT	24246511235932395512198	\$100.93
08-25	08-27	WM SUPERCENTER CLEARFIELD PA	24226381237360015290435	\$31.09
08-25	08-27	WINE & SPIRITS #1705 CLEARFIELD PA	24435651238003237360063	\$111.77
08-26	08-27	SHEETZ #252 CLEARFIELD PA	24455011238123931968342	\$32.12
08-26	08-28	TOFTREES HOTEL F&B STATE COLLEGEPA	24229701239120239283762	\$51.83
08-27	08-28	TRAVELSMITH CATALOG 800-950-1600 CA	24692161239000852163019	\$85.65
08-27	08-28	TRAVELSMITH CATALOG 800-950-1600 CA	24692161239000852188974	\$82.00
08-26	08-29	BILO FOOD MARKET 237 S81CLEARFIELD PA	24262031240047056800252	\$47.38
08-28	08-29	TREASURE LAKE SILVER DUBOIS PA	24717051241642410437797	\$62.00
08-31	09-03	PWI*PHOTOWORKS 800-345-6967 WA	24692161243000001527639	\$48.35
08-31	09-03	INTERGOLF 770-6419696 GA	24060651245900000100027	\$8,600.00
08-31	09-04	WEST SIDE DIST62060017 CLEARFIELD PA	24399001246190201123213	\$36.00
09-03	09-04	WM SUPERCENTER CLEARFIELD PA	24226381246360228976159	\$96.37
09-03	09-04	SAPP BROS PA CLEARFIELD PA	24455011246124710005462	\$16.86
09-05	09-06	RUBY TUESDAYS #3774 ALTOONA PA	24792621248221549200078	\$16.27



FINANCE CHARGE SUMMARY

Billing cycle	Balance Subject To Finance Charge	Daily Periodic Rate	Corresponding Annual Percentage Rate	ANNUAL PERCENTAGE RATE	FINANCE CHARGES (Itemized)	Previous Balance	Payments	Credits	Purchases & Other Charges	Cash	Promotional Offers	Late Fec	Overlimit Fee	FINANCE CHARGE	NEW BALANCE
31 days.	\$0.00	V = Variable F = Fixed	16.65%	19.80%	\$0.00	\$2,054.11	- \$2,054.11	- \$0.00	\$10,017.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,017.75
Purchases	\$0.00	V 0.0456200%	16.65%	19.80%	\$0.00				\$10,017.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Cash	\$0.00	V 0.0542500%	19.80%	19.80%	\$0.00				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Cash Advance Fees					\$0.00				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Bank of America															

ACCOUNT INFORMATION

Account Name: BELIN & KUBISTA LAW OFFICE
 Account Number: 015 0419610 3
 Phone Number: MULTIPLE SERVICES

CELLULAR SERVICE

MONTHLY CHARGES FOR (814)761-5004

MONTHLY SERVICE	10/03-->11/02	REGIONAL TALK 300.....	29.99
MONTHLY FEATURE	10/03-->11/02	NETWORK SVC CHARGE/D.....	1.99
TOTAL MINS ALLOWED	300	USED 157.....	1.70
TOLL CHGS			1.01
FEDERAL EXCISE TAX			1.92
PA STATE SALES TAX			0.35
FED UNIV SERVICE CHG			36.96
Total Monthly Charges			36.96

Total Phone Detail

ORIGINATION	DATE TIME	CITY	ST DIR	NPA	NXX	LINE	MIN PER	AIR	TOLL	ROMER	TOTAL
HOME	903 739P	VOICXBRETR	MF	814	761	5004	1.0 P	0.00	0.00	0.00	0.00
HOME	903 740P	VOICXBRETR	MF	814	761	5004	1.0 P	0.00	0.00	0.00	0.00
HOME	904 153P	CLEARFIELD PA	ML	814	765	8972	2.0 P	0.00	0.00	0.00	0.00
PITTSBURG PA	905 1040A	CLEARFIELD PA	ML	814	765	8763	2.0 P	0.00	0.00	0.00	0.00
PITTSBURG PA	905 1043A	CLEARFIELD PA	ML	814	765	8972	2.0 P	0.00	0.00	0.00	0.00
PITTSBURG PA	905 1054A	DUBOIS CEL	PA	ML	814	590 2869	1.0 P	0.00	0.00	0.00	0.00
PITTSBURG PA	905 1124A	CLEARFIELD PA	ML	814	765	8972	3.0 P	0.00	0.00	0.00	0.00
PITTSBURG PA	905 1127A	CLEARFDOEL PA	ML	814	761	5004	1.0 P	0.00	0.00	0.00	0.00
HOME	905 1129A	BIG RUN	PA	ML	814	427 2555	15.0 P	0.00	0.00	0.00	0.00
HOME	905 1155A	VOICXBRETR	MF	814	761	5004	1.0 P	0.00	0.00	0.00	0.00
HOME	905 1201P	VOICXBRETR	MF	814	761	5004	1.0 P	0.00	0.00	0.00	0.00
HOME	905 136P	VOICXBRETR	MF	814	761	5004	1.0 P	0.00	0.00	0.00	0.00
HOME	905 136P	VOICXBRETR	MF	814	761	5004	1.0 P	0.00	0.00	0.00	0.00
HOME	905 817P	VOICXBRETR	MF	814	761	5004	1.0 P	0.00	0.00	0.00	0.00
HOME	905 819P	VOICXBRETR	MF	814	761	5004	1.0 P	0.00	0.00	0.00	0.00
HOME	905 819P	VOICXBRETR	MF	814	761	5004	1.0 P	0.00	0.00	0.00	0.00
HOME	905 820P	GREENVILLE NC	ML	252	830	2035	14.0 P	0.00	0.00	0.00	0.00
HOME	906 117P	LOCAL	MM	814	541	4205	2.0 P	0.00	0.00	0.00	0.00
HOME	906 121P	LOCAL	MM	814	541	4205	2.0 P	0.00	0.00	0.00	0.00
HOME	906 129P	INCOMING	LM	814	761	5004	4.0 P	0.00	0.00	0.00	0.00
HOME	906 138P	INCOMING	MM	814	761	5004	1.0 P	0.00	0.00	0.00	0.00
HOME	906 153P	VOICXBRETR	MF	814	761	5004	1.0 P	0.00	0.00	0.00	0.00
HOME	906 212P	DUBOIS CEL	PA	ML	814	590 2469	3.0 P	0.00	0.00	0.00	0.00
HOME	908 1026A	NO AIR CHG	ML	251	639	0916	0.0 O	0.00	0.00	0.00	0.00
HOME	909 106P	NO AIR CHG	ML	814	765	8763	3.0 P	0.00	0.00	0.00	0.00
HOME	911 1048A	CLEARFIELD PA	ML	814	765	8763	3.0 P	0.00	0.00	0.00	0.00
HOME	911 1202P	CLEARFIELD PA	ML	814	765	8763	1.0 P	0.00	0.00	0.00	0.00
HOME	912 924A	DUBOIS CEL	PA	ML	814	590 2869	1.0 P	0.00	0.00	0.00	0.00
HOME	914 1148A	CLEARFIELD PA	ML	814	765	8763	1.0 P	0.00	0.00	0.00	0.00
HOME	914 1254P	WASZ 17	VA	ML	703	237 0273	1.0 P	0.00	0.00	0.00	0.00
ALTOONA PA	915 415P	WASZ 17	VA	ML	703	237 0273	1.0 O	0.00	0.10	0.00	0.10
KRITONKHO PA	915 457P	SPARTANHBG	SC	ML	864	587 0837	8.0 O	0.00	0.00	0.00	0.00
FUNKSTOWN MD	915 607P	LAUREL 236	MD	ML	301	775 9644	1.0 O	0.00	0.00	0.00	0.00
HOME	917 1159A	CLEARFIELD PA	ML	814	765	8972	1.0 P	0.00	0.00	0.00	0.00
HOME	917 1201P	DUBOIS CEL	PA	ML	814	590 2869	2.0 P	0.00	0.00	0.00	0.00
HOME	917 1258P	INCOMING	LM	814	761	5004	1.0 P	0.00	0.00	0.00	0.00
HOME	917 139P	INCOMING	LM	814	761	5004	1.0 P	0.00	0.00	0.00	0.00
HOME	917 342P	WASZ 17	VA	ML	703	237 0273	3.0 P	0.00	0.00	0.00	0.00
HOME	917 345P	CLEARFIELD PA	ML	814	765	8972	2.0 P	0.00	0.00	0.00	0.00
HOME	917 910P	NO AIR CHG	ML	703	237	0273	0.0 O	0.00	0.00	0.00	0.00

ORIGINATION	DATE TIME	CITY	ST DIR	NPA	NXX	LINE	MIN PER	AIR	TOLL	ROMER	TOTAL
HOME	818 647A	NO AIR CHG	ML	301	776	9644	0.0 O	0.00	0.00	0.00	0.00
HOME	818 1018A	WASZ 17	VA	ML	703	237 0273	3.0 P	0.00	0.00	0.00	0.00
HOME	818 1024A	ST MARYS	PA	ML	814	834 3978	11.0 P	0.00	0.00	0.00	0.00
HOME	818 148P	CLEARFIELD PA	ML	814	765	8972	2.0 P	0.00	0.00	0.00	0.00
HOME	818 204P	ST MARYS	PA	ML	814	834 3978	2.0 P	0.00	0.00	0.00	0.00
HOME	818 212P	CLEARFIELD PA	ML	814	765	8972	3.0 P	0.00	0.00	0.00	0.00
HOME	818 215P	CLEARFIELD PA	ML	814	765	8972	4.0 P	0.00	0.00	0.00	0.00
WARFORDSB MD	920 203P	TOLL FREE	ML	800	468	0051	1.0 P	0.00	0.00	0.00	0.00
CLEARSPRI MD	920 206P	TOLL FREE	ML	800	468	0051	1.0 P	0.00	0.00	0.00	0.00
BIG POOL MD	920 215P	TOLL FREE	ML	800	468	0051	1.0 P	0.00	0.00	0.00	0.00
CLEARSPRI MD	920 331P	TOLL FREE	ML	800	468	0051	1.0 P	0.00	0.00	0.00	0.00
WASHINGTON DC	920 340P	TOLL FREE	ML	800	528	4800	9.0 P	0.00	0.00	0.00	0.00
WASHINGTON DC	921 927A	TOLL FREE	ML	800	468	0051	2.0 P	0.00	0.00	0.00	0.00
WASHINGTON DC	921 1115A	INCOMING	LM	814	761	5004	2.0 P	0.00	0.00	0.00	0.00
WASHINGTON DC	921 1117A	CLEARFIELD PA	ML	814	765	8972	4.0 P	0.00	0.00	0.00	0.00
WASHINGTON DC	921 1122A	CLEARFIELD PA	ML	814	765	3968	1.0 P	0.00	0.00	0.00	0.00
WASHINGTON DC	921 1123A	INCOMING	LM	814	761	5004	2.0 P	0.00	0.00	0.00	0.00
WASHINGTON DC	921 1126A	INCOMING	LM	814	761	5004	2.0 P	0.00	0.00	0.00	0.00
WASHINGTON DC	921 1128A	INCOMING	LM	814	761	5004	2.0 P	0.00	0.00	0.00	0.00
WASHINGTON DC	921 1130A	ATLANTA NE	GA	ML	770	641 9696	6.0 P	0.00	0.60	0.00	0.60
WASHINGTON DC	922 236P	MANASSAS	VA	ML	703	361 9186	2.0 O	0.00	0.20	0.00	0.20
HOME	929 1018A	NO AIR CHG	ML	814	765	3968	0.0 O	0.00	0.00	0.00	0.00
							157.0		1.70		1.70

Date	Time	Phone Number	City	St	Minutes	Amount	Date	Time	Phone Number	City	St	Minutes	Amount
Long Distance Service													
Calls for 814-765-2459 MODEM													
09/28	16:11	4126727015	MCKEESPORT	PA	5.9	0.72	10/03	11:32	5702863625	SUNBURY	PA	0.9	0.11
10/04	11:41	4124873525	GLENSHAW	PA	0.8	0.10	10/04	11:52	4124873525	GLENSHAW	PA	1.0	0.12
10/04	12:33	7177721459	HARRISBURG	PA	1.3	0.16	10/04	14:14	5702863625	SUNBURY	PA	3.2	0.39
10/04	15:24	4124873525	GLENSHAW	PA	0.9	0.11	10/04	15:27	4124873525	GLENSHAW	PA	0.9	0.11
10/04	15:31	4124873525	GLENSHAW	PA	1.0	0.12	10/04	15:45	4124873525	GLENSHAW	PA	1.3	0.16
10/04	16:22	4108238068	TOWSON	MD	0.8	0.12	10/08	10:30	4122320206	PITTSBURGH	PA	2.3	0.28
10/08	10:45	4122663649	PITTSBURGH	PA	0.7	0.09	10/08	11:34	8476047600	LAKEFOREST	IL	5.7	0.86
10/08	14:35	4124318688	PITTSBURGH	PA	4.7	0.57	10/10	14:19	4128584935	MONROEVIL	PA	1.5	0.20
10/10	17:03	4124873525	GLENSHAW	PA	0.8	0.09	10/17	12:23	4124873525	GLENSHAW	PA	1.0	0.12
10/17	12:28	7249353429	WEXFORD	PA	1.7	0.21	10/18	16:34	4124878161	GLENSHAW	PA	4.3	0.52
10/18	16:58	4124878161	GLENSHAW	PA	3.9	0.46	10/18	17:28	7244440707	GIBSONIA	PA	5.7	0.67
10/19	10:41	7244533182	ZELIENOPLE	PA	1.1	0.13	10/19	10:54	7244533182	ZELIENOPLE	PA	0.9	0.11
10/19	10:55	7249353429	WEXFORD	PA	1.0	0.12	10/19	17:15	7244533182	ZELIENOPLE	PA	1.0	0.12

Totals for 814-765-2459 MODEM

54.3 6.7

Calls for 814-765-8731

09/24	12:27	7173626718	ELIZABTEVL	PA	16.3	1.99	09/25	14:29	5702863688	SUNBURY	PA	4.2	0.51
09/26	10:13	8144329608	FRANKLIN	PA	1.2	0.15	09/26	11:29	7173626718	ELIZABTEVL	PA	3.5	0.43
09/26	15:17	8144329610	FRANKLIN	PA	5.1	0.82	09/27	09:10	8144329610	FRANKLIN	PA	5.8	0.71
09/27	16:06	7243972400	MARION CTR	PA	2.4	0.29	09/27	16:12	7243493400	INDIANA	PA	1.0	0.12
09/28	10:25	7243972400	MARION CTR	PA	0.9	0.11	09/28	11:46	7177726621	HARRISBURG	PA	0.5	0.06
09/28	13:09	9109492155	WHISPEPINS	NC	1.2	0.18	09/28	13:18	9109492155	WHISPEPINS	NC	0.4	0.06
09/28	13:20	9109492155	WHISPEPINS	NC	0.2	0.03	09/28	13:22	7243493400	INDIANA	PA	0.7	0.09
09/28	13:25	7243493400	INDIANA	PA	1.1	0.13	09/28	14:31	7173282118	MERCERSBG	PA	4.3	0.52
09/28	14:39	5702863688	SUNBURY	PA	1.7	0.21	10/01	09:52	4124567139	PITTSBURGH	PA	2.4	0.29
10/01	11:38	8144329610	FRANKLIN	PA	1.7	0.21	10/02	16:25	4128023901	PITTSBURGH	PA	16.3	1.99
10/03	15:13	7244653282	INDIANA	PA	1.3	0.16	10/03	15:16	7243493400	INDIANA	PA	1.4	0.17
10/03	17:18	7575498022	GREAT BDG	VA	1.2	0.18	10/04	10:30	7177871382	HARRISBURG	PA	1.8	0.22
10/04	10:34	7243972400	MARION CTR	PA	4.8	0.59	10/04	12:37	4124316520	PITTSBURGH	PA	1.0	0.12
10/05	10:09	5702863688	SUNBURY	PA	2.4	0.29	10/05	10:12	7172315984	HARRISBURG	PA	1.1	0.13
10/05	16:48	8645527323	GREENVILLE	SC	1.3	0.20	10/05	17:13	7172314518	HARRISBURG	PA	1.9	0.22
10/08	10:40	4122320200	PITTSBURGH	PA	1.8	0.22	10/08	11:41	2022252431	WASHINGTON	DC	0.5	0.08
10/09	11:32	5703454232	PINE GROVE	PA	1.5	0.18	10/09	12:07	8144329610	FRANKLIN	PA	9.4	1.15
10/10	10:33	9372229687	DAYTON	OH	1.1	0.17	10/10	10:35	9147881800	PEEKSKILL	NY	5.4	0.81
10/10	11:25	5707263196	MILL HALL	PA	1.2	0.15	10/10	16:38	4122814333	PITTSBURGH	PA	6.1	0.74
10/12	10:05	8044385000	IRVINGTON	VA	0.5	0.08	10/12	10:06	8044385000	IRVINGTON	VA	1.1	0.17
10/12	10:07	7243572207	INDIANA	PA	0.5	0.06	10/12	14:33	9372229687	DAYTON	OH	1.9	0.29
10/15	12:29	8044385000	IRVINGTON	VA	0.9	0.14	10/15	12:31	8044385000	IRVINGTON	VA	0.7	0.11
10/15	13:17	7173626718	ELIZABTEVL	PA	25.0	3.05	10/15	14:51	2155974390	PHILA	PA	1.5	0.18
10/15	16:00	4125657592	PITTSBURGH	PA	0.7	0.09	10/16	16:52	7245841914	CRIDERSCOR	PA	1.3	0.16
10/16	18:11	4124871655	GLENSHAW	PA	0.9	0.11	10/17	15:19	9372229687	DAYTON	OH	1.4	0.21
10/17	15:23	7037427791	FAIRFAX	VA	1.2	0.18	10/17	16:11	5708232500	WILKSBARRE	PA	5.3	0.65
10/18	15:58	7243972400	MARION CTR	PA	1.1	0.13	10/19	09:58	4124871655	GLENSHAW	PA	0.9	0.11
10/19	10:17	4124873997	GLENSHAW	PA	17.1	2.09	10/19	11:19	7173595321	LITTLESTN	PA	0.7	0.09
10/19	16:14	4124873997	GLENSHAW	PA	1.1	0.13							

Totals for 814-765-8731

179.9 22.51

Calls for 814-765-8972

09/24	12:47	9109492155	WHISPEPINS	NC	14.8	2.22	09/25	11:49	7706419696	ROSWELL	GA	2.2	0.33
09/25	12:01	5702863688	SUNBURY	PA	0.2	0.02	09/25	14:55	5702863236	SUNBURY	PA	2.5	0.31
09/26	11:08	7172314518	HARRISBURG	PA	0.9	0.11	09/26	11:15	5702863688	SUNBURY	PA	4.6	0.56
09/27	10:28	7172314549	HARRISBURG	PA	0.8	0.10	09/28	08:48	5702863688	SUNBURY	PA	4.8	0.59
09/28	09:37	5702863688	SUNBURY	PA	2.4	0.29	09/28	14:19	5702863688	SUNBURY	PA	0.6	0.07
09/28	15:32	6304720400	HINSDALE	IL	0.6	0.09	09/28	16:07	6304720400	HINSDALE	IL	0.6	0.09
10/01	13:42	8044351181	KILMARNOCK	VA	2.2	0.33	10/03	09:52	5702863688	SUNBURY	PA	2.5	0.31
10/04	09:55	5702863688	SUNBURY	PA	1.5	0.18	10/04	09:58	9109492155	WHISPEPINS	NC	1.4	0.21
10/04	11:06	7172314518	HARRISBURG	PA	19.6	2.39	10/04	11:42	4124873997	GLENSHAW	PA	0.9	0.11
10/04	11:53	6104887412	BERNVILLE	PA	6.5	0.79	10/04	12:12	5702863688	SUNBURY	PA	2.0	0.24
10/04	12:36	5702863688	SUNBURY	PA	1.7	0.21	10/05	11:11	4126729644	MCKEESPORT	PA	0.9	0.11
10/05	12:47	8144552200	ERIE	PA	1.0	0.12	10/05	17:38	7172314518	HARRISBURG	PA	1.1	0.13
10/08	12:43	4124316520	PITTSBURGH	PA	0.6	0.07	10/09	16:41	7402649517	STUEBENVL	OH	1.0	0.15
10/09	17:06	5706291761	STROUDSBG	PA	0.7	0.08	10/17	11:40	4124873997	GLENSHAW	PA	1.7	0.21
10/17	12:05	4124873997	GLENSHAW	PA	6.8	0.83	10/18	15:38	4124873997	GLENSHAW	PA	1.3	0.16
10/19	10:46	4124873997	GLENSHAW	PA	0.8	0.10							

Totals for 814-765-8972

89.2 11.51

Calls for 814-765-8974

Date	Time	Phone Number	City	St	Minutes	Amount	Date	Time	Phone Number	City	St	Minutes	Amount	
Long Distance Service														
Calls for 814-765-8974														
09/24	15:00	7174261373	MARIETTA	PA	0.7	0.09	09/25	15:51	9372229687	DAYTON	OH	3.9	0.59	
09/26	14:27	8144329610	FRANKLIN	PA	7.7	0.94	09/27	10:27	4122320200	PITTSBURGH	PA	1.0	0.12	
09/27	10:48	7172315984	HARRISBURG	PA	4.6	0.56	09/28	13:15	4124316520	PITTSBURGH	PA	0.9	0.11	
09/28	15:15	4126482175	PITTSBURGH	PA	0.4	0.05	09/28	15:37	9109492155	WHISPEPINS	NC	1.1	0.17	
10/01	10:03	7172314518	HARRISBURG	PA	5.0	0.61	10/01	10:17	8044623407	LIVELY	VA	0.4	0.06	
10/01	13:47	7177957270	MECHANCSBG	PA	1.3	0.16	10/02	12:36	4126729644	MCKEESPORT	PA	3.5	0.43	
10/04	15:29	4124873997	GLENSHAW	PA	1.7	0.21	10/08	17:16	5708232500	WILKSBARRE	PA	0.8	0.09	
10/12	10:06	8044385000	IRVINGTON	VA	0.2	0.03	10/12	10:24	7243572207	INDIANA	PA	10.4	1.27	
10/12	13:25	3042353362	WILLIAMSON	WV	0.3	0.05	10/15	11:18	5703431181	SCRANTON	PA	7.6	0.93	
10/15	14:47	8044385000	IRVINGTON	VA	0.8	0.12	10/16	15:48	6108277535	CHESTERSPG	PA	1.1	0.13	
10/16	16:25	6108277535	CHESTERSPG	PA	1.0	0.12	10/16	18:12	4124873997	GLENSHAW	PA	0.7	0.08	
10/17	11:15	4128471465	PERRYSVL	PA	14.2	1.73	10/18	15:37	3042353362	WILLIAMSON	WV	0.4	0.06	
10/18	15:39	6062371700	SOWILIAMSN	KY	1.7	0.26	10/19	09:59	4124873997	GLENSHAW	PA	0.9	0.11	
Totals for 814-765-8974												72.3	9.08	
Calls for 814-765-8975														
10/01	10:03	5703216568	WILLIAMSPT	PA	0.4	0.05	10/05	12:03	7172314518	HARRISBURG	PA	58.8	7.17	
10/18	16:13	4128471465	PERRYSVL	PA	39.8	4.86							99.0	12.08
Totals for 814-765-8975														
Calls for 814-765-9893 FAX														
09/24	13:08	7244632571	INDIANA	PA	0.7	0.09	09/25	09:52	5702863625	SUNBURY	PA	4.6	0.56	
09/26	09:56	5702863625	SUNBURY	PA	1.1	0.13	09/26	13:12	5702863625	SUNBURY	PA	1.1	0.13	
09/26	15:03	7705181272	ROSWELL	GA	0.7	0.11	09/26	15:25	8144323149	FRANKLIN	PA	2.8	0.34	
09/28	11:52	7705181272	ROSWELL	GA	0.7	0.11	09/28	15:31	7244632571	INDIANA	PA	0.7	0.09	
09/28	15:52	7244632571	INDIANA	PA	1.1	0.13	09/28	16:27	9372223551	DAYTON	OH	2.5	0.38	
10/02	11:37	7705181272	ROSWELL	GA	0.7	0.11	10/03	11:26	7172324336	HARRISBURG	PA	5.2	0.63	
10/03	11:57	7705181272	ROSWELL	GA	0.8	0.12	10/04	16:16	4126727015	MCKEESPORT	PA	1.2	0.15	
10/08	11:29	7705181272	ROSWELL	GA	0.8	0.12	10/08	14:59	4124318688	PITTSBURGH	PA	0.9	0.11	
10/09	16:12	4124318688	PITTSBURGH	PA	0.7	0.09	10/17	14:31	2159688875	NEWTOWN	PA	0.8	0.10	
10/18	12:03	5702863625	SUNBURY	PA	0.5	0.06	10/18	12:06	5702863625	SUNBURY	PA	1.6	0.20	
10/18	15:36	4124873525	GLENSHAW	PA	1.1	0.13							30.3	3.89
Totals for 814-765-9893 FAX														
Totals for Long Distance Service												525.0	65.82	

CLIENT : *Mr. Dave Gallaher*
DEPARTURE DATE : Monday, October 8, 2001
RETURN DATE : Wednesday, October 24, 2001
NUMBER IN PARTY : 4 Golfers

••••••••

**SPAIN/PORTUGAL
CONFIRMED SCHEDULE
SELF-DRIVE TOUR**

MONDAY Depart the USA on board an early evening flight.

TUESDAY Arrive at Malaga Airport where you will be met by an InterGolf representative who will assist with the transfer to your rental van. Proceed to the Marbella Club. (*approx. 45 mins.*)

Overnight: Marbella Club Golf Resort

WEDNESDAY Play the **Marbella Club (10:24AM)** a 20 minute drive from the hotel, amidst the the hills of Benahavis. The championship course designed by Dave Thomas, has spectacular view of Gibraltar, the African Coastline and the Mountains.

Overnight: Marbella Club Golf Resort

THURSDAY Golf today at **La Quinta (9:52AM)**, majestically situated overlooking Costa del Sol's Golf Valley. Although a relatively short course, La Quinta requires accurate shots from tee to green.

Overnight: Marbella Club Golf Resort

FRIDAY Sightseeing for today.

Overnight: Marbella Club Golf Resort



- SATURDAY Travel to the San Roque Suites Hotel. (*approx. 1 hr.*)
- Overnight: San Roque Suites Hotel
- SUNDAY Golf today on **San Roque (10:30AM)**, the outstanding new Tony Jacklin designed course, cut through some undulating and tree lined terrain.
- Overnight: San Roque Suites Hotel
- MONDAY Golf **Valderrama (2:00PM)**, without question the Costa del Sol's toughest and best manicured courses. Annual venue of one of the European PGA Tour's premier events, the Volvo European Masters and venue of the 1997 Ryder Cup Matches.
- Overnight: San Roque Suites Hotel
- TUESDAY Sightseeing for today. Travel to Jerez (*approx. 1 hr. 30 mins.*).
- Overnight: Montecastillo Hotel and Golf Resort
- WEDNESDAY Today play **Montecastillo (10:00AM)**, a Jack Nicklaus designed course, which has some spectacular holes that pay tribute to its designer. Good course management will allow you to enjoy this challenging round of golf.
- Overnight: Montecastillo Hotel and Golf Resort
- THURSDAY Travel today to the Algarve and the Dona Filipa Hotel. (*approx. 3 hrs.*)
- Overnight: Dona Filipa, Vale do Lobo
- FRIDAY Play the **San Lorenzo (9:32AM)** Golf Course, recently ranked in *Golf* magazines "100 Greatest Courses in the World."
- Overnight: Dona Filipa

- SATURDAY Play **Vilamoura (Old Course)(1:15PM)**, situated on elevated ground and carved through an umbrella pine forest. Recently renovated, it is a fine test of golf, having hosted the Portuguese Open on numerous occasions.
- Overnight: Dona Filipa
- SUNDAY Travel today to Estoril. (*approx. 4 hrs. 30 mins.*)
- Overnight: Vila Gale, Estoril
- MONDAY Sightseeing for today.
- Overnight: Vila Gale, Estoril
- TUESDAY Sightseeing for today.
- Overnight: Vila Gale, Estoril
- WEDNESDAY Depart Lisbon Airport on your return flight to the USA.

TOUR INCLUDES:

- 4 nights bed and buffet breakfast, junior suite rooms, Marbella Club
- 3 nights bed and buffet breakfast, suite rooms, San Roque Suites Hotel
- 2 nights bed and buffet breakfast, junior suite rooms (one double bedded room and one twin bedded room, Montecastillo Hotel and Golf Resort, Jerez
- 3 nights, bed and buffet breakfast, suite rooms, Dona Filipa, Vale do Lobo
- 3 nights bed and buffet breakfast, seaview rooms, Vila Gale, Estoril
- Green fees and starting times for seven rounds of golf
- Manual transmission rental minivan unlimited mileage (including CDW) - 4 people sharing
- Meet & Greet by InterGolf representative
- Assistance of InterGolf Spanish and Portuguese office
- All local taxes

Important Information

Valderrama

All players must show proof of handicap: 24 for gentlemen, 30 for ladies. Starting times are at 15 minute intervals. NOTE: Soft spikes only are permitted at Valderrama. Tennis shoes, trainers and rubber dimpled shoes are not permitted.

Sotogrande

All players must show proof of handicap: 25 for gentlemen, 30 for ladies. NOTE: Soft spikes only are permitted at Sotogrande. Tennis shoes, trainers and rubber dimpled shoes are not permitted.

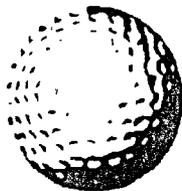
Vilamoura #1

Vilamoura #1 (now known as the Old Course) has recently undergone a major renovation and have introduced the following handicap restrictions for men and ladies. Men will need to provide proof of a handicap of 24 or less and ladies 28 or less. Proof can be either a current USGA handicap card or letter from a club pro testifying to the individuals handicap. Vilamoura #1 also requires the use of "softspikes".

Oct 11 00 06:17p

(770) 518-1272

p. 1



InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

FAX TRANSMISSION

DATE:	October 11, 2000	FROM:	Leslie Carlson
TO:	Dave Gallagher	COMP:	InterGolf
COMP:		E-Mail:	leslie@golftravel.com
FAX:	814-765-3968	Fax:	770-518-1272

If any of this transmission is illegible, please call 800 468 0051 extension 243.

PAGE 1 OF 5 (including cover sheet)

RE: Spain/Portugal Self Drive Trip/October 6- 21, 2001

Dear Dave:

Thank you for your recent inquiry concerning traveling with InterGolf on one of our customized trips. Per your request I am sending you a copy of an itinerary for your trip.

I have left out the hotel in Lisbon. We can discuss the type of property for you. Once you decide we can then make the reservation and guarantee to your credit card. We have used the Sheraton in the past as well as some Melia properties.

In order to book this trip we would need \$600.00 per person, along with a signed credit card authorization form. We will then start the confirmation process with our Spanish office. While we can confirm the hotels for your trip, the golf is subject to confirmation until the end of January 2001 due to how the courses set their calendars.

Please review all and if you have any questions don't hesitate to contact me. I will be out of the office from 12OCT, back on 23OCT. I look forward to hearing from you soon.

Sincerely,

Leslie Carlson
ext. 243

Oct 11 00 06:17p

(770)518-1272

P.2

CLIENT : Mr. Dave Gallagher
DEPARTURE DATE : Saturday, October 6, 2001.
RETURN DATE : Sunday, October 21, 2001
NUMBER IN PARTY : 4 Golfers

**SPAIN/PORTUGAL
PROPOSAL
SELF-DRIVE TOUR**

SATURDAY Depart the USA on board an early evening flight.

SUNDAY Arrive at Malaga Airport where you will be met by an InterGolf representative who will assist with the transfer to your rental van. Proceed to the El Fuerte Hotel, a beautiful beachfront property in the Costa del Sol, which will be your base for the week. (approx. 45 mins.)

Overnight: El Fuerte Hotel

MONDAY Golf will be scheduled at **La Cala.** (approx. 1 hr.)

Overnight: El Fuerte Hotel

TUESDAY Play **La Quinta.**

Overnight: El Fuerte Hotel

WEDNESDAY Travel to the San Roque Suites Hotel. (approx. 1 hr.) Play **San Roque** in the afternoon.

Overnight: San Roque Suites Hotel

THURSDAY Play **Sotogrande.**

Overnight: San Roque Suites Hotel

Oct 11 00 06:18p

(770)518-1272

p.3

FRIDAY Today play **Valderrama**.
Overnight: San Roque Suites Hotel

SATURDAY Travel today to the Algarve and the Dona Filipa Hotel.
(*approx. 4 hrs. 30 mins.*)
Overnight: Dona Filipa, Vale do Lobo

SUNDAY Play the **Millenium Course at Vilamoura**.
Overnight: Dona Filipa

MONDAY Play **Vale do Lobo**.
Overnight: Dona Filipa

TUESDAY Play **San Lorenzo**.
Overnight: Dona Filipa

WEDNESDAY Play **Vilamoura, the Old Course**.
Overnight: Dona Filipa

THURSDAY Travel today to Lisbon. (*approx. 4 hrs. 30 mins.*)
Overnight: To be determined

FRIDAY Sightseeing for today.
Overnight: To be determined

SATURDAY Sightseeing for today.
Overnight: To be determined

SUNDAY Depart Lisbon Airport on your return flight to the USA.

Oct 11 00 06:18p

(770)518-1272

p. 4

TOUR INCLUDES:

- 3 nights bed and buffet breakfast, seaview rooms, El Fuerte Hotel, Marbella
- 3 nights bed and buffet breakfast, suite rooms, San Roque Suites Hotel
- 5 nights, bed and buffet breakfast, standard rooms, Dona Filipa, Vale do Lobo
- Green fees and starting times for nine rounds of golf
- Manual transmission rental minivan unlimited mileage (including CDW) - 4 people sharing
- Meet & Greet by InterGolf representative
- Assistance of InterGolf Spanish and Portuguese office
- All local taxes

PRICE PER PERSON:

GOLFER

\$4,195

'Oct 11 00 06:18p

(770)518-1272

p.5

Important Information

Valderrama

All players must show proof of handicap: 24 for gentlemen, 30 for ladies. Starting times are at 15 minute intervals. NOTE: Soft spikes only are permitted at Valderrama. Tennis shoes, trainers and rubber dimpled shoes are not permitted.

Sotogrande

All players must show proof of handicap: 25 for gentlemen, 30 for ladies. NOTE: Soft spikes only are permitted at Sotogrande. Tennis shoes, trainers and rubber dimpled shoes are not permitted.

Vilamoura #1

Vilamoura #1 (now known as the Old Course) has recently undergone a major renovation and have introduced the following handicap restrictions for men and ladies. Men will need to provide proof of a handicap of 24 or less and ladies 28 or less. Proof can be either a current USGA handicap card or letter from a club pro testifying to the individuals handicap. Vilamoura #1 also requires the use of "softspikes".

Oct 27 00 06:09p

(770)518-1272

p. 1



InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/intergolf

FAX TRANSMISSION

DATE:	October 27, 2000	FROM:	Leslie Carlson
TO:	Dave Gallagher	COMP:	InterGolf
COMP:		E-Mail:	leslie@golftravel.com
FAX:	814-765-3968	Fax:	770-518-1272

If any of this transmission is illegible, please call 800 468 0051 extension 243.

PAGE 1 OF 5 (including cover sheet)

RE: Spain/Portugal Self Drive Trip/October 8-²⁴ 26, 2001

Dear Dave:

Following is the revised schedule for your trip. I have altered the hotel in Marbella to the Marbella Club. You will really enjoy the hotel, it is also right on the beach, deluxe property. After San Roque I have you going to Jerez to the Montecastillo Hotel and Golf Resort. It is a nice break and the course is a Jack Nicklaus design.

Once again, I have left out the hotel in Lisbon. We can discuss the type of property for you. Once you decide we can then make the reservation and guarantee to your credit card. We have used the Sheraton in the past as well as some Melia properties.

In order to book this trip we would need \$600.00 per person, along with a signed credit card authorization form. We will then start the confirmation process with our Spanish office. While we can confirm the hotels for your trip, the golf is subject to confirmation until the end of January 2001 due to how the courses set their calendars.

Please review all and if you have any questions don't hesitate to contact me.

Sincerely,

Leslie Carlson
ext. 243



CLEARFIELD, PENNSYLVANIA, U.S.A. 16830 • P.O. BOX 992A • (814) 765-6644
FAX (814) 765-4581

To: CARL BELIN

Date: 10/30/00

FAX # 765-9893

Number of Pages 6
(including cover sheet)

SUBJECT: _____

MESSAGE: SENDING REVISED PROPOSED
ITINERARY FOR SPAIN / PORTUGAL
WITH A COUPLE LESS GOLF GAMES
SCHEDULED. LOOK IT OVER AND WE
CAN DISCUSS

FROM: DAVE

Oct 27 00 06:09p

(770)518-1272

p.2

CLIENT : Mr. Dave Gallaher
DEPARTURE DATE: Monday, October 8, 2001
RETURN DATE: Wednesday, October 24, 2001
NUMBER IN PARTY: 4 Golfers

**SPAIN/PORTUGAL
PROPOSAL
SELF-DRIVE TOUR**

MONDAY Depart the USA on board an early evening flight.

TUESDAY Arrive at Malaga Airport where you will be met by an InterGolf representative who will assist with the transfer to your rental van. Proceed to the Marbella Club. (approx. 45 mins.)

Overnight: Marbella Club

WEDNESDAY Sightseeing for today.

Overnight: Marbella Club

THURSDAY Golf will be scheduled at La Cala. (approx. 1 hr.)

Overnight: Marbella Club

FRIDAY Play La Quinta.

Overnight: Marbella Club

SATURDAY Travel to the San Roque Suites Hotel. (approx. 1 hr.)

Overnight: San Roque Suites Hotel

SUNDAY Today play San Roque.

Overnight: San Roque Suites Hotel

Oct 27 00 06:10p

(770)518-1272

p. 3

- MONDAY** Play **Valderamma**.
Overnight: San Roque Suites Hotel
- TUESDAY** Sightseeing for today. Travel to Jerez (*approx. 1 hr. 30 mins.*).
Overnight: Montecastillo Hotel and Golf Resort
- WEDNESDAY** Play **Montecastillo**.
Overnight: Montecastillo Hotel and Golf Resort
- THURSDAY** Travel today to the Algarve and the Dona Filipa Hotel. (*approx. 3 hrs.*)
Overnight: Dona Filipa, Vale do Lobo
- FRIDAY** Play **San Lorenzo**.
Overnight: Dona Filipa
- SATURDAY** Play **Vilamoura, the Old Course**.
Overnight: Dona Filipa
- SUNDAY** Travel today to Lisbon. (*approx. 4 hrs. 30 mins.*)
Overnight: To be determined
- MONDAY** Sightseeing for today.
Overnight: To be determined
- TUESDAY** Sightseeing for today.
Overnight: To be determined
- WEDNESDAY** Depart Lisbon Airport on your return flight to the USA.

Oct 27 00 06:10p

(770)518-1272

p-5

Important Information

Valderrama

All players must show proof of handicap: 24 for gentlemen, 30 for ladies. Starting times are at 15 minute intervals. NOTE: Soft spikes only are permitted at Valderrama. Tennis shoes, trainers and rubber dimpled shoes are not permitted.

Sotogrande

All players must show proof of handicap: 25 for gentlemen, 30 for ladies. NOTE: Soft spikes only are permitted at Sotogrande. Tennis shoes, trainers and rubber dimpled shoes are not permitted.

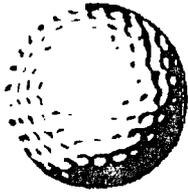
Vilamoura #1

Vilamoura #1 (now known as the Old Course) has recently undergone a major renovation and have introduced the following handicap restrictions for men and ladies. Men will need to provide proof of a handicap of 24 or less and ladies 28 or less. Proof can be either a current USGA handicap card or letter from a club pro testifying to the individuals handicap. Vilamoura #1 also requires the use of "softspikes".

Nov 28 00 11:33a

(770)518-1272

P. 1



InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

FAX TRANSMISSION

DATE:	November 28, 2000	FROM:	Leslie Carlson
TO:	Dave Gallaher	COMP:	InterGolf
COMP:		E-Mail:	leslie@golftravel.com
FAX:	814-765- ⁴⁵⁸¹ 3968	Fax:	770-518-1272

If any of this transmission is illegible, please call 800 468 0051 extension 243.

PAGE 1 OF 7 (including cover sheet)

RE: Spain/Portugal Self Drive Trip/October 8- 24, 2001

Dear Dave:

So sorry for the delay. I was in California for a week. I hope you had a great holiday. Following is the revised schedule that shows the upgraded rooms. I have also included an air quote for you. If you have any questions regarding the air please contact either Pat (ext. 230) or Jennifer (ext. 248) in our air department.

In order to book this trip we would need \$600.00 per person, along with a signed credit card authorization form. We will then start the confirmation process with our Spanish office. While we can confirm the hotels for your trip, the golf is subject to confirmation until the end of January 2001 due to how the courses set their calendars.

I will be out of the office from 20NOV, back on 27NOV. I hope you have a Happy Thanksgiving!

Sincerely,

Leslie Carlson
ext. 243

CLIENT : Mr. Dave Gallaher
DEPARTURE DATE: Monday, October 8, 2001
RETURN DATE: Wednesday, October 24, 2001
NUMBER IN PARTY: 4 Golfers

.....

**SPAIN/PORTUGAL
 PROPOSAL
 SELF-DRIVE TOUR**

- MONDAY** Depart the USA on board an early evening flight.
- TUESDAY** Arrive at Malaga Airport where you will be met by an InterGolf representative who will assist with the transfer to your rental van. Proceed to the Marbella Club. (approx. 45 mins.)
- Overnight: Marbella Club
- WEDNESDAY** Sightseeing for today.
- Overnight: Marbella Club
- THURSDAY** Golf will be scheduled at La Cala. (approx. 1 hr.)
- Overnight: Marbella Club
- FRIDAY** Play La Quinta.
- Overnight: Marbella Club
- SATURDAY** Travel to the San Roque Suites Hotel. (approx. 1 hr.)
- Overnight: San Roque Suites Hotel
- SUNDAY** Today play San Roque.
- Overnight: San Roque Suites Hotel

MONDAY Play **Valderamma**.
Overnight: San Roque Suites Hotel

TUESDAY Sightseeing for today. Travel to Jerez (*approx. 1 hr. 30 mins.*).
Overnight: Montecastillo Hotel and Golf Resort

WEDNESDAY Play **Montecastillo**.
Overnight: Montecastillo Hotel and Golf Resort

THURSDAY Travel today to the Algarve and the Dona Filipa Hotel. (*approx. 3 hrs.*)
Overnight: Dona Filipa, Vale do Lobo

FRIDAY Play **San Lorenzo**.
Overnight: Dona Filipa

SATURDAY Play **Vilamoura, the Old Course**.
Overnight: Dona Filipa

SUNDAY Travel today to Lisbon. (*approx. 4 hrs. 30 mins.*)
Overnight: To be determined

MONDAY Sightseeing for today.
Overnight: To be determined

TUESDAY Sightseeing for today.
Overnight: To be determined

WEDNESDAY Depart Lisbon Airport on your return flight to the USA.

Nov 28 00 11:34a

(770)518-1272

P.5

Important Information

Valderrama

All players must show proof of handicap: 24 for gentlemen, 30 for ladies. Starting times are at 15 minute intervals. NOTE: Soft spikes only are permitted at Valderrama. Tennis shoes, trainers and rubber dimpled shoes are not permitted.

Sotogrande

All players must show proof of handicap: 25 for gentlemen, 30 for ladies. NOTE: Soft spikes only are permitted at Sotogrande. Tennis shoes, trainers and rubber dimpled shoes are not permitted.

Vilamoura #1

Vilamoura #1 (now known as the Old Course) has recently undergone a major renovation and have introduced the following handicap restrictions for men and ladies. Men will need to provide proof of a handicap of 24 or less and ladies 28 or less. Proof can be either a current USGA handicap card or letter from a club pro testifying to the individuals handicap. Vilamoura #1 also requires the use of 'softspikes'.

AIR SCHEDULE & QUOTE FOR Mr. Dave Gallaher

EASTBOUND

<u>AIRLINE</u>	<u>FLT NO.</u>	<u>DATE</u>	<u>FROM</u>	<u>TO</u>	<u>TIME</u>
American	5040	8Oct	Pittsburgh	New York	2:41p-4:29p
American	7454	8Oct	New York	Madrid	6:15p-7:25a
Spanair	543	9Oct	Madrid	Malaga	9:40a-10:45a

WESTBOUND

<u>AIRLINE</u>	<u>FLT NO.</u>	<u>DATE</u>	<u>FROM</u>	<u>TO</u>	<u>TIMES</u>
American	6051	24Oct	Lisbon	New York	9:55a-12:30p
American	5051	24Oct	New York	Pittsburgh	4:20p-6:28p

The rate for this itinerary in economy is \$882.20 including taxes per person. Air fare is not guaranteed until the tickets are actually issued. The business class fare for this itinerary is \$4445.20 including taxes per person.

Economy tickets are non refundable in economy, except in the event of hospitalization or death of the passenger or family member with documentation. The business class fare is fully refundable.

We can put your air fare on your credit card. If you need any further assistance or have any questions regarding the air schedule please don't hesitate to contact Pat at InterGolf, 1800 468 0051 ext 230 or Jennifer at ext 248. PLEASE SIGN AND RETURN.

I authorize InterGolf to charge to my credit card _____

exp._____. The amount of \$_____ for airline tickets.

CLIENT SIGNATURE _____ Frequent Flyer # _____

PLEASE PRINT YOUR NAME AS IT APPEARS ON YOUR PASSPORT

2A

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

This is an
Arb. - currently
not scheduled



McNees Wallace & Nurick LLC
attorneys at law

KANDICE J. KERWIN
DIRECT DIAL: (717) 237-5452
E-MAIL ADDRESS: KKERWIN@MWN.COM

September 24, 2002

David S. Meholick, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

VIA FEDERAL EXPRESS

RE: Carl A. Belin, Jr., et al. v. Intergolf
Civil Action Law No. 01-2017-C.D.

Dear Mr. Meholick:

Enclosed for filing please find the original and two (2) copies of Defendant's Pre-Trial Statement in the above-captioned matter. Kindly date-stamp the extra copy and return it to me in the enclosed self-addressed, stamped envelope.

Thank you for your attention to this matter.

Sincerely,

McNEES WALLACE & NURICK LLC

By *Kandice J. Kerwin / eec*
Kandice J. Kerwin

KJK/clc
Enclosures
c: Certificate of Service

RECEIVED

SEP 25 2002

**COURT ADMINISTRATOR'S
OFFICE**

GA

RECEIVED

SEP 25 2002

COURT ADMINISTRATOR'S OFFICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CARL A. BELIN, JR., and CAROL A. BELIN,	:	CIVIL ACTION
and DAVID G. GALLAHER and	:	
JEAN H. GALLAHER,	:	
	:	
Plaintiffs	:	
	:	
v.	:	NO. 01-2017-C.D.
	:	
INTERGOLF,	:	
	:	
Defendant	:	

PRE-TRIAL STATEMENT OF DEFENDANT INTERGOLF

A. Statement of the Case

Defendant Intergolf is a corporation engaged in the business of arranging international golf vacations. On March 9, 2001, Plaintiffs Carl A. Belin, Jr. and Carol Belin, husband and wife, and David G. Gallaher and Jean H. Gallaher, husband and wife, entered into contracts with Defendant Intergolf for the purchase of a luxury golf vacation in Spain and Portugal on which the parties intended to embark together. Plaintiffs were scheduled to depart on this trip on October 8, 2001. The cost of the vacation was nine thousand eight hundred dollars (\$9,800.00) per couple.

Prior to Plaintiffs signing written contracts for the purchase of the vacation packages, Intergolf informed both Carl A. Belin, Jr. and David G. Gallaher in writing that Intergolf advised its customers to purchase travel insurance to protect the customers' investment in the event that unforeseen circumstances would prevent them from traveling. Plaintiffs refused this insurance. This insurance was again offered to Plaintiffs

in the written contracts with Intergolf booking the vacation. Plaintiffs again refused the insurance and initialed the contract next to the provision declining travel insurance, thereby indicating their decision in writing.

The contracts between Plaintiffs and Intergolf clearly stated that if Plaintiffs cancelled the vacation more than 60 days prior to the scheduled departure, a four hundred fifty dollar (\$450.00) cancellation fee would apply. If Plaintiffs cancelled between 59 and 21 days before departure, Plaintiffs would be responsible for 50% of the cost of their scheduled vacation. If Plaintiffs cancelled between 20 and 6 days before departure, Plaintiffs would remain responsible for 75% of the cost of their scheduled vacation. If the Plaintiffs cancelled their reservations fewer than 6 days before October 8, 2001, Plaintiffs would not be refunded any portion of the cost of the trip. The contract further stated that any cancellation by the Plaintiffs must be in writing.

After the terrorist attack on the United States of America that occurred on September 11, 2001, Plaintiff Carl Belin, Jr. contacted Intergolf to inquire into the possibility of canceling the vacation. Mr. Belin spoke with Intergolf representative Shona Inglis, who indicated that it was not the policy of Intergolf to offer full refunds to travelers canceling their vacations in the wake of the September 11, 2001 events. Rather, Intergolf's policy was to permit the customers to reschedule their vacations for any time within the twelve months following the customer's scheduled departure date for a minimal 10% charge. In the event that a customer did not wish to reschedule the vacation, the normal cancellation terms of the contract would apply. Ms. Inglis then provided Mr. Belin with a written copy of this policy by letter dated September 26, 2001.

Mr. Belin then informed Ms. Inglis by phone that none of Plaintiffs wished to take advantage of the opportunity to reschedule the trip to Spain and Portugal. Ms. Inglis then attempted to accommodate Plaintiffs by offering them a vacation to Ireland in lieu of the original trip. After further negotiations, Plaintiffs rejected this offer as well. On October 2, 2001, Plaintiffs informed Intergolf in writing that they wished to cancel their scheduled vacation. Pursuant to the terms of the contracts between the parties, Plaintiffs were entitled to a 25% refund of the cost of their trip, as they had cancelled 6 days before the scheduled departure date. Intergolf refunded to each Plaintiff 50% of the cost of the trip or four thousand nine hundred dollars (\$4,900.00) per couple. Plaintiffs have instituted this lawsuit seeking the remainder of the cost of their scheduled vacation.

B. Legal Authority

The legal authority which Plaintiffs have cited in their Pre-Trial Memorandum is not on point. The terms of each contract state that the contract is governed by the laws of the state of Georgia. Accordingly, Georgia law must be applied to this dispute.

Under Georgia law:

[w]here contract language is unambiguous, no construction is necessary and the court must simply enforce the contract according to its clear terms. Contract language is unambiguous if it is capable of only one reasonable interpretation.

Caswell v. Anderson, 527 S.E.2d 582, 582 (Ga. Ct. App. 2000). Where the meaning of a contract's terms is clear, no construction is necessary or even permissible by the trial court. See Estate of Sam Farkas, Inc. v. Clark, 517 S.E.2d 826, 830 (Ga. Ct. App. 1999). In this case, the language of the contracts between the parties is clear and unambiguous. The words of the parties' agreement unambiguously stated that if Plaintiffs cancelled their

reservations six days prior to their scheduled departure, they were entitled to a 25% refund of the cost of the vacation. This is a clear statement that does not require interpretation.

Moreover, Plaintiffs' claim that Intergolf violated the implied covenant of good faith and fair dealing cannot withstand scrutiny under Georgia law. Although that state recognizes such an implied covenant, the failure to act in good faith in performing a contract does not create an independent cause of action. See Stuart Enterprises International, Inc. v. Peykan, Inc., 555 S.E.2d 881, 884 (Ga. Ct. App. 2001). A party may not maintain an action for breach of the covenant of good faith and fair dealing where the party's claim for breach of the express contract terms has failed. See id. Thus, under Georgia law, unless a party can successfully establish a breach of an express contract term, he cannot succeed on a claim for breach of the implied covenant of good faith. As Plaintiffs cannot establish that Intergolf breached any term of the contract, their argument that Intergolf violated the implied covenant of good faith must fail.

Plaintiffs' argument that the contracts are not enforceable because they are contracts of adhesion is also without merit. Under Georgia law, contracts of adhesion are enforceable. See Mathis v. Orkin Exterminating Co., Inc., 562 S.E.2d 213, 214 (Ga. Ct. App. 2002). Although such contracts are strictly construed against the drafter, such strict construction, nevertheless, supports Intergolf's position. The strictest construction of the contracts in question finds that Plaintiffs are entitled to only a 25% refund of the cost of their vacation. Indeed, this is the only construction possible given the clear and unambiguous terms of the agreements.

The results are the same if Pennsylvania law is applied to the agreements. "If the language appearing in the written agreement is clear and unambiguous, the parties' intent must be determined solely from the plain meaning of the words used." Charles D. Stein Revocable Trust v. General Felt Industries, Inc., 749 A.2d 978, 980 (Pa. Super. 2000). The unambiguous terms of the contracts state that Plaintiffs are not entitled to a full refund of the cost of their vacation.

Contrary to Plaintiffs' contentions, Intergolf did not violate the implied covenant of good faith and fair dealing. Under Pennsylvania law, a party cannot be liable for a breach of the implied covenant of good faith and fair dealing for doing something that the contract expressly permits. See Creeger Brick and Building Supply Inc. v. Mid-State Bank and Trust Co., 560 A.2d 151, 154 (Pa. Super. 1989). In this case, the contracts expressly permitted Intergolf to refund only 25% of the purchase price of the Plaintiffs' vacation; therefore, Intergolf cannot be liable for failure to refund the entire cost of the vacation to Plaintiffs.

Finally, Plaintiffs' contention that the contracts are adhesion contracts is without merit. The mere fact that a contract is a form contract does not make it a contract of adhesion. See Denlinger, Inc. v. Dendlier, 608 A.2d 1061, 1067 (Pa. Super. 1992). Moreover, even if the contract were one of adhesion, that fact does not render it unenforceable. In determining whether an adhesion contract should be enforced, a court may conclude that the understanding of the contract's specific terms by the party claiming to have the weaker bargaining power may be cause to enforce the contract. See Egan v. Atlantic Richfield Co., 566 A.2d 1249, 1252 (Pa. Super. 1989). In this case,

Carl A. Belin, Jr. is an attorney of some experience. He was well aware of the significance of each of the contract's terms. This fact supports the enforceability of the contract.

C. Witnesses

Defendant Intergolf will not present any witnesses at the arbitration of this matter.

D. Statement of Damages

As it is the Defendant in this action, Intergolf does not have a statement of damages. Intergolf intends to introduce the following exhibits:

- (1) Contract dated March 9, 2001, between Intergolf and Carl A. Belin, Jr.
- (2) Contract dated March 9, 2001, between Intergolf and David G. Gallaher.
- (3) Correspondence dated September 26, 2001, from Shona Inglis to Carl Belin.
- (4) Correspondence dated February 13, 2001, from Intergolf to Carl A. Belin, Jr.
- (5) Correspondence dated February 13, 2001, from Intergolf to David G. Gallaher.

Copies of these exhibits are attached hereto, and were previously provided to Plaintiffs by facsimile on September 13, 2002.

Respectfully Submitted,

McNees Wallace & Nurick LLC

By Kandice J. Kerwin / by Helen L. O'Neil
Kandice J. Kerwin
Atty. I.D. No. 86345
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108
(717) 232-8000

Dated: September 24, 2002



INTERGOLF - RESERVATION FORM

PLEASE NOTE: THE INFORMATION REQUESTED IN THIS FORM MUST BE COMPLETED FOR EACH TRAVELLER. NO FINAL DOCUMENTS WILL BE SENT UNLESS THIS FORM IS RECEIVED BY INTERGOLF.

ROOM	MR MRS MISS	FULL NAME AS APPEARING ON PASSPORT	GOLFER YES / NO	IF GOLFER HANDICAP	SMOKING YES / NO	CADDIES YES / NO	GOLF CARTS YES / NO <small>(SEE NOTE RE: BONUS CADDY)</small>	HOME GOLF CLUB
1	MR	CARL A BELIN JR	Yes	24	No		Yes	Clearfield
2	MRS	Carol A BELIN	Yes	28	No		Yes	Clearfield
3								
4								

Tour Cost. InterGolf land programs are as priced in the brochure. A \$25.00 discount is offered on published prices for land tours, if the tour is purchased in conjunction with a intercontinental airline ticket, issued by InterGolf for travel on selected air carriers. *Air inclusive programs not applicable.*

Deposit and final payment : In order to hold land arrangements, a deposit of \$600.00 per person is required at the time reservations are requested. The balance of the total cost is due 60 days prior to travel. The total price of the tour is not guaranteed until payment in full has been received by InterGolf. InterGolf accepts payment by MasterCard, Visa, personal check and money order.

Changes : An administrative fee of \$35.00 per change per person will be charged for changes requested by client or travel agent after deposit has been received and confirmation issued. In most cases, changes cannot be made less than 60 days before travel.

Documentation : For U.S. or Canadian citizens, most countries require visitors to have a valid passport, with a few countries also requiring a valid visa. Some destinations, such as Bermuda, Mexico and Canada only require proof of U.S. Citizenship. Citizens of other countries should check with the appropriate

Embassy. On independent tours with a rental car, all drivers must be over 21 years of age and have a valid driver's license. In Ireland there is a maximum driving age of 74 years (65 years on certain categories).

Cancellations : Notification of cancellation must be forwarded in writing to InterGolf. If any trip is cancelled by InterGolf all deposits and payments will be refunded in full. Otherwise cancellation charges will apply to each traveller as follows; **LAND ARRANGEMENTS:** 60 days or more before departure - a charge of \$450.00 will apply; 50 - 21 days before departure a charge of 50% of the total cost; 20 - 6 days before departure a charge of 75% of the total cost; 5 days or less before departure - **NO REFUND. NO REFUND WILL BE MADE FOR UNUSED PORTIONS OF A TOUR.** **AIR TRAVEL:** Applicable airline cancellation penalties will apply.

Caddies / Golf Carts : Caddies/ golf carts may only be requested for the entire duration of a trip, and not for specific individual rounds.

Golf Carts
InterGolf cannot normally guarantee carts (except on tours where they are included), but every effort is made to insure you do have them if they are requested.

Caddies

As a free service to clients, InterGolf will request caddies for you at each golf club. Caddies cannot be guaranteed at any golf course. If you request caddies on your Reservation Form, InterGolf will make a request for Caddies at least one month in advance of your visit. The Golf Clubs make every effort to secure caddies for our clients but caddies are NOT employed either by the golf clubs themselves or by InterGolf. Certain courses offer a greater likelihood of accessing a caddy than others. Please consult with your Golf Travel Specialist with any questions on your selected courses regarding the likelihood of accessing a caddy. In general the demand for caddies at most courses exceeds the availability.

If a caddy is secured for you, the caddy master or another club official will inform you of the caddy charge and tipping policy. As a general guideline, charges range from \$35 - \$60 per bag (including tip). During the summer months High School and College Students are on vacation and are sometimes available at clubs as Bag Carriers. The charge for Bag Carriers range from \$25 - \$30 per bag (including tip), If they are available, Bag Carriers will be booked when Caddies are not secured. Most clubs in the UK and Ireland have pull carts available for hire, again subject to availability. In the event that neither Caddies nor Bag Carriers are





INTERGOLF - RESERVATION FORM

PLEASE NOTE: THE INFORMATION REQUESTED IN THIS FORM MUST BE COMPLETED FOR EACH TRAVELLER. NO FINAL DOCUMENTS WILL BE SENT UNLESS THIS FORM IS RECEIVED BY INTERGOLF.

ROOM	MR MRS MISS	FULL NAME AS APPEARING ON PASSPORT	GOLFER YES / NO	IF GOLFER HANDICAP	SMOKING YES / NO	CADDIES YES / NO	GOLF CARTS YES / NO (SEE NOTE REGARDING CARS)	HOME GOLF CLUB
1	MR	DAVID GEORGE CALLAHER	YES	20	NO		YES	CLEARFIELD - DURHAMVILLE COUNTRY CLUB
	MRS	JEAN HEARINGTON CALLAHER	YES	17	YES		YES	" "
2								
3								
4								

Tour Cost. InterGolf land programs are as priced in the brochure. A \$25.00 discount is offered on published prices for land tours, if the tour is purchased in conjunction with a intercontinental airline ticket, issued by InterGolf for travel on selected air carriers. *Air inclusive programs not applicable.*

Deposit and final payment : In order to hold land arrangements, a deposit of \$600.00 per person is required at the time reservations are requested. The balance of the total cost is due 60 days prior to travel. The total price of the tour is not guaranteed until payment in full has been received by InterGolf. InterGolf accepts payment by MasterCard, Visa, personal check and money order.

Changes : An administrative fee of \$35.00 per change per person will be charged for changes requested by client or travel agent after deposit has been received and confirmation issued. In most cases, changes cannot be made less than 60 days before travel.

Documentation : For U.S. or Canadian citizens, most countries require visitors to have a valid passport, with a few countries also requiring a valid visa. Some destinations, such as Bermuda, Mexico and Canada only require proof of U.S. Citizenship. Citizens of other countries should check with the appropriate

Embassy. On independent tours with a rental car, all drivers must be over 21 years of age and have a valid driver's license. In Ireland there is a maximum driving age of 74 years (65 years on certain categories).

Cancellations : Notification of cancellation must be forwarded in writing to InterGolf. If any trip is cancelled by InterGolf all deposits and payments will be refunded in full. Otherwise cancellation charges will apply to each traveller as follows: **LAND ARRANGEMENTS:** 60 days or more before departure - a charge of \$450.00 will apply; 59 - 21 days before departure a charge of 50% of the total cost; 20 - 6 days before departure a charge of 75% of the total cost; 5 days or less before departure - **NO REFUND. NO REFUND WILL BE MADE FOR UNUSED PORTIONS OF A TOUR.** **AIR TRAVEL:** Applicable airline cancellation penalties will apply.

Caddies / Golf Carts : Caddies/ golf carts may only be requested for the entire duration of a trip, and not for specific individual rounds.

Golf Carts

InterGolf cannot normally guarantee carts (except on tours where they are included), but every effort is made to insure you do have them if they are requested.

Caddies

As a free service to clients, InterGolf will request caddies for you at each golf club. Caddies cannot be guaranteed at any golf course. If you request caddies on your Reservation Form, InterGolf will make a request for Caddies at least one month in advance of your visit. The Golf Clubs make every effort to secure caddies for our clients but caddies are NOT employed either by the golf clubs themselves or by InterGolf. Certain courses offer a greater likelihood of accessing a caddy than others. Please consult with your Golf Travel Specialist with any questions on your selected courses regarding the likelihood of accessing a caddy. In general the demand for caddies at most courses exceeds the availability.

If a caddy is secured for you, the caddy master or another club official will inform you of the caddy charge and tipping policy. As a general guideline, charges range from \$35 - \$60 per bag (including tip). During the summer months High School and College Students are on vacation and are sometimes available at clubs as Bag Carriers. The charge for Bag Carriers range from \$25 - \$30 per bag (including tip). If they are available, Bag Carriers will be booked when Caddies are not secured. Most clubs in the UK and Ireland have pull carts available for hire, again subject to availability. In the event that neither Caddies nor Bag Carriers are

not available you could hire a pull cart, where and/or when available (generally available at all courses), at your own discretion. You must be prepared to carry your golf bag in the event that none of the above are available.

Please check with InterGolf's Atlanta office for detailed information on caddies and carts for each destination.

Golf Handicaps: Many of the golf courses at InterGolf's destinations around the world require visitors to be a member of a recognized golf club and to hold an official handicap (some place certain maximum handicap restrictions - please check with our Atlanta office for complete listings). InterGolf accepts no responsibility for clients being refused golf if they do not meet these requirements. The clubs which require such documentation are not trying to discourage visitors but rather to increase the enjoyment of the true golfer who plays their golf course.

Responsibility: World Golf Vacations, Inc. d.b.a. InterGolf is a Georgia corporation which books travel arrangements for various independent overseas ground operators, each of which is an independent corporation with its own management and is not subject to the control of InterGolf. InterGolf, as the tour operator, and its selling agents act only as agent in securing and booking the hotel accommodations and other land tour services provided by others as independent contractors. InterGolf or the specified air carriers and its selling agents assume and accept no liability for injury, loss, damage, accident, delay or inconvenience caused by any defect in the operation of any vehicle or conveyance or caused by the act, omission, neglect, delay or default of any person engaged in transporting a tour participant or in providing hotel accommodations or other tour services or caused by criminal act of any person or caused by any event which is beyond the reasonable control of InterGolf or the specified air carriers. They reserve the right to cancel a tour if circumstances so require.

If any tour service or its reasonable equivalent is not provided due to events beyond the reasonable control of InterGolf, the company will make an appropriate refund of that portion of the tour price covering the undelivered tour service, but it is understood that InterGolf shall have no other or further responsibility or liability either for the accuracy of any representation or the non provision of any tour services. The responsibility and liability of the specified air carriers respecting their performance of air transportation services are limited by and subject to the conditions of contract in the passenger ticket, the rules contained in tariffs on file with U.S. Department of Transportation (available for inspection on request) and applicable provisions of law and treaty.

InterGolf reserves the right to cancel a tour if circumstances so require. In the event of such, InterGolf will make a full refund to travellers of all payments received in respect of the tour. Such a refund of payments will be the full extent of InterGolf's obligation and liability to travellers. This contract is governed by the laws of the State of Georgia.

Travel Insurance: InterGolf recommends that you have luggage, accident and trip cancellation insurance. InterGolf is not liable for loss, damage or theft of luggage or personal belongings, for personal injury, accident or illness. We have provided you with a brochure for quality travel insurance with this package of information. It is very important that if you wish to avail of the special policy which includes coverage for pre-existing medical conditions your application be postmarked to Travel Insured International within 7 business days of the date of the cover letter accompanying this information package.

I have been offered travel accident, sickness, baggage and trip cancellation insurance from InterGolf through TheTravelers Insurance Company.

_____ I have accepted insurance offered through TheTravelers.

(initial here)

DS I have declined insurance offered through TheTravelers

(initial here)

Departure Date : 10/8/01

Return Date : 10/24/01

Name of individual making reservation :

DAVID G GALLAHER

Address :

RR 3 BOX 172, CLEARFIELD, PA 16830

RETIRED BUT OFFICE CAN REACH ME

Telephone - Office : 814-765-6544

Telephone - Home : 814-765-3968

I agree on behalf of all persons named on this reservation form to accept the conditions set out herein.

Signature :

David G Gallaher

(This form will be returned if received unsigned.)

Date :

3/9/01

In case of an emergency, please contact :

DOUG GALLAHER

Address : 514 TURNPIKE AVE
CLEARFIELD, PA 16830

Telephone : 814-765-6544 (OFFICE)
814-765-2575 (HOME)

Mail this form to:

InterGolf
Post Office Box 500608
Atlanta, Georgia 31150-0608





InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-3051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

MR CARL BELIN

September 26, 2001

Dear Mr Belin,

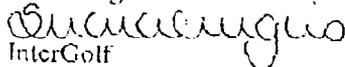
I have attached a copy of our Company policy and this really sets out our position regarding the way in which we are trying to fairly and appropriately deal with these exceptional circumstances, and give Clients (such as yourself who earlier chose NOT to take out Travelers Insurance permitting them to cancel) who prefer not to travel at this difficult time the ability to do so without incurring our cancellation fees. This policy that we adopted has been seen as fair by all other Clients who have chosen to take this rescheduling option and we do still have a number of Clients who are traveling.

On our reservation form, which you read, signed and initialed has our cancellation policies -- which at 59-21 days before departure would be 50%, this is of course on offer to you. The same form you signed and initialed to decline the Travelers Insurance offered. Most airlines and tour Companies have already returned to exercising normal trading and cancellation conditions.

Please read the policy below and I will be in touch later in the day.

Yours sincerely,

Shona Inglis


InterGolf

678 323 1340

TRAVEL UPDATE

The tragic events of September 11, 2001 will have a major impact on each of our lives for all time. The thoughts and prayers of everyone at InterGolf are with those who have lost friends or family members as a result of this despicable carnage.

Since the disaster, and the effect it has had on travel arrangements, we have been assisting clients who were out of the United States at the time, and trying to return home. This is now largely done. We also had many clients who were simply not able to commence their vacations from the USA as airlines were not flying, and they have been offered rescheduled trips in 2002.

With the air travel situation returning to some form of normalacy, we now turn our attention to those clients who are due to travel with the next few weeks. We find ourselves having to strike a difficult balance between the cancellation and continuation of these trips. With this in mind we have heeded the call to return to work from the President and will continue to offer our clients their planned golf vacations. We know that our suppliers, golf courses and hoteliers alike will provide the warmest of welcomes.

We do however understand entirely, that while it is now possible to continue with planned golf vacations, many clients simply do not wish to travel for many reasons at this point in time, and would prefer to remain with their families in the United States.

Any of our clients who chose to take out our Travelers Insurance when they booked are able to cancel without penalty. Many of our clients however have no cancellation protection, and we have been working with key suppliers in order to make some special provision for them in light of these exceptional circumstances. Many of the smaller suppliers do have very real concerns about the ongoing viability of their businesses.

While we are monitoring this on an ongoing basis, at present for anyone scheduled to commence their vacation by October 31, who is not otherwise covered, we will permit the schedule to be rolled forward and be taken within 12 months for a nominal charge of 10% of the trip value. While suppliers are prepared to waive 2001 charges, this charge is simply to take account of ongoing inflationary charges and other non recoverable prepaid expenses. Schedule rebooking is of course subject to availability, and the sooner it is rebooked, the more chance there is that the desired schedule is available. It should be noted that anyone canceling within 21 days of travel, would ordinarily be liable for a 75% cancellation charge.

This nominal additional charge would not be payable until 60 days in advance of the rescheduled trip.

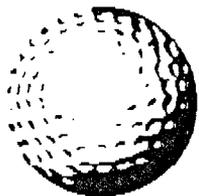
Many major airlines are also currently waiving fees and administrative charges for ticket changes (or are offering a refund option) for air travel in the next few days. Please consult your airline's web site for the latest information or speak with our air department.

if InterGolf issued your airline ticket. In the event you choose to cancel your travel arrangements, the respective airline penalties or other considerations would apply.

We do hope clients will continue with their plans at this time. We do understand if you do not, and hope that our proposed provision for otherwise uninsured travelers is seen as fair and appropriate. Please be assured that we hold paramount the concerns of our clients at all times.

Gordon Dalgleish
President
InterGolf Vacations





InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

February 13, 2001

Mr. Carl Belin
316 W. Market St.
Clearfield, PA 16830

Dear Mr. Gallaher,

Spain/Portugal Golf Trip / October 8 - 24, 2001

Thank you for your recent booking with InterGolf.

Enclosed please find a copy of your *schedule*, an *invoice* which reflects the payment received and the balance due, and a *reservation form* to be completed within the next 14 days and returned to this office.

Pat Truehart (ext. 230) in our air department, will be in contact soon with suggestions for your air travel.

InterGolf highly recommends travel insurance to protect you in the event of unforeseen emergencies. In this regard, we would like to bring to your attention a newly introduced travel insurance policy which **waives all preexisting conditions if the coverage is purchased at the time of reservation**. By special arrangement, InterGolf clients have fourteen (14) days from the date of this letter to mail the enclosed application directly to The Travelers (Travel Insured International). Therefore, your insurance application must be postmarked no later than fourteen (14) days from the above date. Should you have questions regarding this insurance, you can call The Travelers at **800-243-3174** and quote the InterGolf account number: 41484.

You can certainly purchase travel insurance at any other time prior to departure, however the preexisting conditions clause will not be in effect.

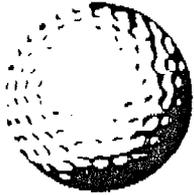
You will receive your final travel documents approximately *twenty-one* days prior to departure.

Please review all of the enclosed information carefully, and if you have any questions please do not hesitate to contact me.

Sincerely,

Leslie Carlson
Sales Manager
ext. 243





InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

February 13, 2001

Mr. Dave Gallaher
R.D. 3 Box 172
Clearfield, PA 16830

Dear Mr. Gallaher,

Spain/Portugal Golf Trip / October 8 - 24, 2001

Thank you for your recent booking with InterGolf.

Enclosed please find a copy of your *schedule*, an *invoice* which reflects the payment received and the balance due, and a *reservation form* to be completed within the next 14 days and returned to this office.

Pat Truehart (ext. 230) in our air department, will be in contact soon with suggestions for your air travel.

InterGolf highly recommends travel insurance to protect you in the event of unforeseen emergencies. In this regard, we would like to bring to your attention a newly introduced travel insurance policy which **waives all preexisting conditions if the coverage is purchased at the time of reservation.** By special arrangement, InterGolf clients have fourteen (14) days from the date of this letter to mail the enclosed application directly to The Travelers (Travel Insured International). Therefore, your insurance application must be postmarked no later than fourteen (14) days from the above date. Should you have questions regarding this insurance, you can call The Travelers at **800-243-3174** and quote the InterGolf account number: 41484.

You can certainly purchase travel insurance at any other time prior to departure, however the preexisting conditions clause will not be in effect.

You will receive your final travel documents approximately *twenty-one* days prior to departure.

Please review all of the enclosed information carefully, and if you have any questions please do not hesitate to contact me.

Sincerely,

Leslie Carlson
Sales Manager
ext. 243

CERTIFICATE OF SERVICE

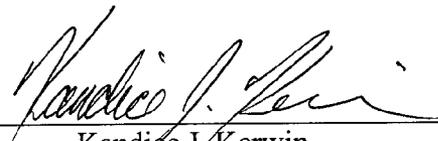
I hereby certify that on this date a true and correct copy of the foregoing document was served by first-class mail, postage prepaid, upon the following:

Kimberly M. Kubista, Esquire
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

R. Denning Gearhart, Esquire
Attorney at Law
215 East Locust Street
Clearfield, PA 16830

Peter F. Smith, Esquire
Attorney at Law
P.O. Box 130
Clearfield, PA 16830

Blaise Ferraracio, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830


Kandice J. Kerwin

Dated: September 24, 2002



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-~~3889~~ 7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

September 24, 2002

Kimberly M. Kubista, Esquire
Belin & Kubista
Post Office Box 1
Clearfield, PA 16830

Kandace J. Kerwin, Esquire
Attorney at Law
Post Office Box 1166
Harrisburg, PA 17108-1166

RE: CARL A. BELIN, JR., al
vs.
INTERGOLF
No. 01-2017-CD

Dear Counsel:

Due to unforeseen circumstances, please be advised that the above case currently scheduled for Arbitration Hearing on Friday, October 4, 2002 at 1:00 P.M. is hereby continued and will be rescheduled at a later date to be determined by the Court.

Very truly yours,

Marcy Kelley
Marcy Kelley

Deputy Court Administrator

cc: R. Denning Gearhart, Esquire
Peter F. Smith, Esquire
Blaise Ferraraccio, Esquire



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

PHONE: (814) 765-2641
FAX: 1-814-765-~~8000~~ 7649

DAVID S. MEHOLICK
COURT ADMINISTRATOR

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

August 6, 2002

Kimberly M. Kubista, Esquire
Belin & Kubista
Post Office Box 1
Clearfield, PA 16830

Kandace J. Kerwin, Esquire
Attorney at Law
Post Office Box 1166
Harrisburg, PA 17108-1166

RE: CARL A. BELIN, JR., al
vs.
INTERGOLF
No. 01-2017-CD

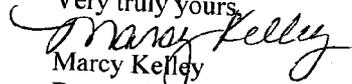
Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Friday, October 4, 2002**. The following have been appointed to the Board of Arbitrators:

R. Denning Gearhart, Esquire
Peter F. Smith, Esquire
Blaise Ferraraccio, Esquire
David J. Hopkins, Esquire
Paul Colavecchi, Esquire

If you wish to strike an Arbitrator, you must notify the undersigned within seven (7) days from the date of this letter the name you wish stricken from the list.

You will be notified at a later date the exact time of the Arbitration Hearing.

Very truly yours,

Marcy Kelley
Deputy Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-~~6600~~ 7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

August 20, 2002

Kimberly M. Kubista, Esquire
Belin & Kubista
Post Office Box 1
Clearfield, PA 16830

Kandace J. Kerwin, Esquire
Attorney at Law
Post Office Box 1166
Harrisburg, PA 17108-1166

RE: CARL A. BELIN, JR., al
vs.
INTERGOLF
No. 01-2017-CD

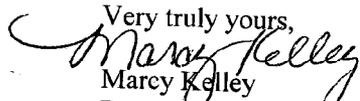
Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Friday, October 4, 2002 at 1:00 P.M.** The following have been appointed as Arbitrators:

R. Denning Gearhart, Esquire, Chairman
Peter F. Smith, Esquire
Blaise Ferraraccio, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local rule of Court.

Very truly yours,


Marcy Kelley
Deputy Court Administrator

cc: R. Denning Gearhart, Esquire
Peter F. Smith, Esquire
Blaise Ferraraccio, Esquire



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

October 17, 2002

Kimberly M. Kubista, Esquire
Belin & Kubista
Post Office Box 1
Clearfield, PA 16830

Kandace J. Kerwin, Esquire
Attorney at Law
Post Office Box 1166
Harrisburg, PA 17108-1166

RE: CARL A. BELIN, JR., al
vs.
INTERGOLF
No. 01-2017-CD

Dear Counsel:

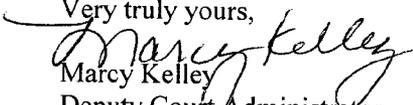
The above case is scheduled for Arbitration Hearing to be held **Tuesday, December 17, 2002.** The following have been appointed to the Board of Arbitrators:

J. Richard Mattern, II, Esquire
Richard H. Milgrub, Esquire
Theron G. Noble, Esquire
Warren B. Mikesell, II, Esquire
Cynthia B. Stewart, Esquire

If you wish to strike an Arbitrator, you must notify the undersigned within seven (7) days from the date of this letter the name you wish stricken from the list.

You will be notified at a later date the exact time of the Arbitration Hearing.

Very truly yours,


Marcy Kelley
Deputy Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

October 28, 2002

Kimberly M. Kubista, Esquire
Belin & Kubista
Post Office Box 1
Clearfield, PA 16830

Kandace J. Kerwin, Esquire
Attorney at Law
Post Office Box 1166
Harrisburg, PA 17108-1166

RE: CARL A. BELIN, JR., al
vs.
INTERGOLF
No. 01-2017-CD

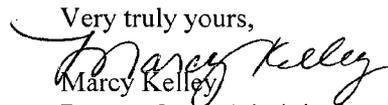
Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Tuesday, December 17, 2002 at 10:00 A.M.** The following have been appointed as Arbitrators:

J. Richard Mattern, II, Esquire, Chairman
Theron G. Noble, Esquire
Warren B. Mikesell, II, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For you convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local rule of Court.

Very truly yours,


Marcy Kelley
Deputy Court Administrator

cc: J. Richard Mattern, II, Esquire
Theron G. Noble, Esquire
Warren B. Mikesell, II, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Carl A. Belin Jr., Carol A. Belin,
David G. Gallaher, and Jean H. Gallaher

vs.
InterGolf

No. 2001-02017-CD

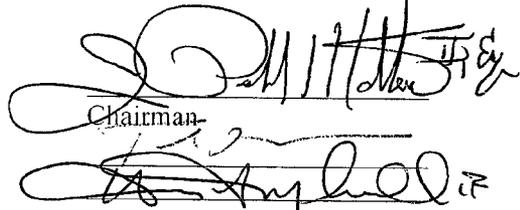
OATH OR AFFIRMATION OF ARBITRATORS

Now, this 17th day of December, 2002, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

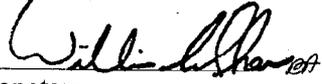
J. Richard Mattern, II, Esquire

Theron G. Noble, Esquire

Warren B. Mikesell, II, Esquire

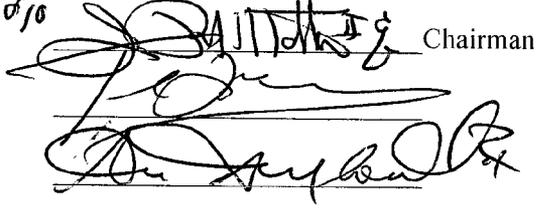

Chairman

Sworn to and subscribed before me this
December 17, 2002


Prothonotary

AWARD OF ARBITRATORS

Now, this 17th day of DECEMBER, 2002, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows: JUDGMENT IN FAVOR OF CARL A. BELIN JR. and CARL A. BELIN IN THE TOTAL AMOUNT OF \$4,900.00 AND JUDGMENT IN FAVOR OF DAVID G. GALLAHER and JEAN H. GALLAHER IN THE TOTAL AMOUNT OF \$4,900.00, AGAINST DEFENDANT INTERGOLF FOR ALL JUDGMENTS PLUS COSTS AND INTEREST AT 6% FROM DEC. 18th, 2001.


Chairman

(Continue if needed on reverse.)

ENTRY OF AWARD

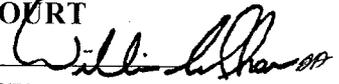
Now, this 17th day of December, 2002, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

FILED

0: 12: 04 BA

DEC 17 2002

WITNESS MY HAND AND THE SEAL OF THE COURT


Prothonotary
By _____

William A. Shaw
Prothonotary

[Handwritten signature]

2 Copies to Justice Korman Esq
PO Box 1166
Honolulu HI 96814
5 Copies to City. Auditor

[Handwritten signature]

Carl A. Belin, Jr. and Carol A. Belin
David G. Gallaher and Jean H. Gallaher

: IN THE COURT OF
PLEAS OF CLEARF

Vs.

: No. 2001-02017-CD
:

InterGolf

NOTICE OF AWARD

TO: KIMBERLY M. KUBISTA

COPY

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on December 17, 2002 and have awarded:

Judgment in favor of Carl A. Belin, Jr. and Carol A. Belin in the total amount of \$4,900.00 and judgment in favor of David G. Gallaher and Jean H. Gallaher in the total amount of \$4,900.00, against Defendant, Intergolf for all judgments plus costs and interest at 6% from December 18th 2001.

William A. Shaw

Prothonotary

By _____

Date: 17th day of December, 2002

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Carl A. Belin, Jr. and Carol A. Belin.
David G. Gallaher and Jean H. Gallaher

: IN THE COURT OF
PLEAS OF CLEARF

Vs.

: No. 2001-02017-CD
:

InterGolf

COPY

NOTICE OF AWARD

TO: CARL A. BELIN, JR.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on December 17, 2002 and have awarded:

Judgment in favor of Carl A. Belin, Jr. and Carol A. Belin in the total amount of \$4,900.00 and judgment in favor of David G. Gallaher and Jean H. Gallaher in the total amount of \$4,900.00, against Defendant, Intergolf for all judgments plus costs and interest at 6% from December 18th 2001.

William A. Shaw

Prothonotary

By _____

Date: 17th day of December, 2002

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Carl A. Belin, Jr. and Carol A. Belin,
David G. Gallaher and Jean H. Gallaher

: IN THE COURT OF
PLEAS OF CLEARF

Vs.

: No. 2001-02017-CD
:

InterGolf

COPY

NOTICE OF AWARD

TO: CAROL A. BELIN

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on December 17, 2002 and have awarded:

Judgment in favor of Carl A. Belin, Jr. and Carol A. Belin in the total amount of \$4,900.00 and judgment in favor of David G. Gallaher and Jean H. Gallaher in the total amount of \$4,900.00, against Defendant, Intergolf for all judgments plus costs and interest at 6% from December 18th 2001.

William A. Shaw

Prothonotary

By _____

Date: 17th day of December, 2002

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Carl A. Belin, Jr. and Carol A. Belin
David G. Gallaher and Jean H. Gallaher

: IN THE COURT OF
PLEAS OF CLEAR

Vs.

: No. 2001-02017-CD
:

InterGolf

COPY

NOTICE OF AWARD

TO: DAVID G. GALLAHER

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on December 17, 2002 and have awarded:

Judgment in favor of Carl A. Belin, Jr. and Carol A. Belin in the total amount of \$4,900.00 and judgment in favor of David G. Gallaher and Jean H. Gallaher in the total amount of \$4,900.00, against Defendant, Intergolf for all judgments plus costs and interest at 6% from December 18th 2001.

William A. Shaw

Prothonotary

By _____

Date: 17th day of December, 2002

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Carl A. Belin, Jr. and Carol A. Belin
David G. Gallaher and Jean H. Gallaher

: IN THE COURT OF
PLEAS OF CLEARF

Vs.

: No. 2001-02017-CD
:

InterGolf

NOTICE OF AWARD

COPY

TO: JEAN H. GALLAHER

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on December 17, 2002 and have awarded:

Judgment in favor of Carl A. Belin, Jr. and Carol A. Belin in the total amount of \$4,900.00 and judgment in favor of David G. Gallaher and Jean H. Gallaher in the total amount of \$4,900.00, against Defendant, Intergolf for all judgments plus costs and interest at 6% from December 18th 2001.

William A. Shaw

Prothonotary

By _____

Date: 17th day of December, 2002

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Carl A. Belin, Jr. and Carol A. Belin
and David G. Gallaher and Jean H. Gallaher

: IN THE COURT OF
PLEAS OF CLEARF

Vs.

: No. 2001-02017-CD

InterGolf

:

NOTICE OF AWARD

COPY

TO: INTERGOLF

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on December 17, 2002 and have awarded:

Judgment in favor of Carl A. Belin, Jr. and Carol A. Belin in the total amount of \$4,900.00 and judgment in favor of David G. Gallaher and Jean H. Gallaher in the total amount of \$4,900.00, against Defendant, Intergolf, for all judgments plus costs and interest at 6% from December 18th 2001.

William A. Shaw

Prothonotary

By _____

Date: 17th day of December, 2002

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Carl A. Belin, Jr. and Carol A. Belin
David G. Gallaher and Jean H. Gallaher

: IN THE COURT OF
PLEAS OF CLEARF

Vs.

: No. 2001-02017-CD
:

InterGolf

NOTICE OF AWARD

COPY

TO: KANDICE J. KERWIN

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on December 17, 2002 and have awarded:

Judgment in favor of Carl A. Belin, Jr. and Carol A. Belin in the total amount of \$4,900.00 and judgment in favor of David G. Gallaher and Jean H. Gallaher in the total amount of \$4,900.00, against Defendant, Intergolf for all judgments plus costs and interest at 6% from December 18th 2001.

William A. Shaw

Prothonotary

By _____

Date: 17th day of December, 2002

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

MWN

Arb 12-17-02

McNees Wallace & Nurick LLC
attorneys at law

KANDICE J. KERWIN
DIRECT DIAL: (717) 237-5452
E-MAIL ADDRESS: KKERWIN@MWN.COM

November 6, 2002

David S. Meholick, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

VIA FEDERAL EXPRESS

RE: Carl A. Belin, Jr., et al. v. Intergolf
Civil Action Law No. 01-2017-C.D.

Dear Mr. Meholick:

Enclosed for filing please find the original and two (2) copies of Defendant's Pre-Trial Statement in the above-captioned matter. Kindly date-stamp the extra copy and return it to me in the enclosed self-addressed, stamped envelope.

Thank you for your attention to this matter.

Sincerely,

McNEES WALLACE & NURICK LLC

By


Kandice J. Kerwin

KJK/clc
Enclosures
c: Certificate of Service

RECEIVED

NOV 07 2002

**COURT ADMINISTRATOR'S
OFFICE**

RECEIVED

NOV 07 2002

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COURT ADMINISTRATOR'S
OFFICE

CARL A. BELIN, JR., and CAROL A. BELIN,	:	CIVIL ACTION
and DAVID G. GALLAHER and	:	
JEAN H. GALLAHER,	:	
	:	
Plaintiffs	:	
	:	
v.	:	NO. 01-2017-C.D.
	:	
INTERGOLF,	:	
	:	
Defendant	:	

PRE-TRIAL STATEMENT OF DEFENDANT INTERGOLF

A. Statement of the Case

Defendant Intergolf is a corporation engaged in the business of arranging international golf vacations. On March 9, 2001, Plaintiffs Carl A. Belin, Jr. and Carol Belin, husband and wife, and David G. Gallaher and Jean H. Gallaher, husband and wife, entered into contracts with Defendant Intergolf for the purchase of a luxury golf vacation in Spain and Portugal on which the parties intended to embark together. Plaintiffs were scheduled to depart on this trip on October 8, 2001. The cost of the vacation was nine thousand eight hundred dollars (\$9,800.00) per couple.

Prior to Plaintiffs signing written contracts for the purchase of the vacation packages, Intergolf informed both Carl A. Belin, Jr. and David G. Gallaher in writing that Intergolf advised its customers to purchase travel insurance to protect the customers' investment in the event that unforeseen circumstances would prevent them from traveling. Plaintiffs refused this insurance. This insurance was again offered to Plaintiffs

in the written contracts with Intergolf booking the vacation. Plaintiffs again refused the insurance and initialed the contract next to the provision declining travel insurance, thereby indicating their decision in writing.

The contracts between Plaintiffs and Intergolf clearly stated that if Plaintiffs cancelled the vacation more than 60 days prior to the scheduled departure, a four hundred fifty dollar (\$450.00) cancellation fee would apply. If Plaintiffs cancelled between 59 and 21 days before departure, Plaintiffs would be responsible for 50% of the cost of their scheduled vacation. If Plaintiffs cancelled between 20 and 6 days before departure, Plaintiffs would remain responsible for 75% of the cost of their scheduled vacation. If the Plaintiffs cancelled their reservations fewer than 6 days before October 8, 2001, Plaintiffs would not be refunded any portion of the cost of the trip. The contract further stated that any cancellation by the Plaintiffs must be in writing.

After the terrorist attack on the United States of America that occurred on September 11, 2001, Plaintiff Carl Belin, Jr. contacted Intergolf to inquire into the possibility of canceling the vacation. Mr. Belin spoke with Intergolf representative Shona Inglis, who indicated that it was not the policy of Intergolf to offer full refunds to travelers canceling their vacations in the wake of the September 11, 2001 events. Rather, Intergolf's policy was to permit the customers to reschedule their vacations for any time within the twelve months following the customer's scheduled departure date for a minimal 10% charge. In the event that a customer did not wish to reschedule the vacation, the normal cancellation terms of the contract would apply. Ms. Inglis then provided Mr. Belin with a written copy of this policy by letter dated September 26, 2001.

Mr. Belin then informed Ms. Inglis by phone that none of Plaintiffs wished to take advantage of the opportunity to reschedule the trip to Spain and Portugal. Ms. Inglis then attempted to accommodate Plaintiffs by offering them a vacation to Ireland in lieu of the original trip. After further negotiations, Plaintiffs rejected this offer as well. On October 2, 2001, Plaintiffs informed Intergolf in writing that they wished to cancel their scheduled vacation. Pursuant to the terms of the contracts between the parties, Plaintiffs were entitled to a 25% refund of the cost of their trip, as they had cancelled 6 days before the scheduled departure date. Intergolf refunded to each Plaintiff 50% of the cost of the trip or four thousand nine hundred dollars (\$4,900.00) per couple. Plaintiffs have instituted this lawsuit seeking the remainder of the cost of their scheduled vacation.

B. Legal Authority

The legal authority which Plaintiffs have cited in their Pre-Trial Memorandum is not on point. The terms of each contract state that the contract is governed by the laws of the state of Georgia. Accordingly, Georgia law must be applied to this dispute.

Under Georgia law:

[w]here contract language is unambiguous, no construction is necessary and the court must simply enforce the contract according to its clear terms. Contract language is unambiguous if it is capable of only one reasonable interpretation.

Caswell v. Anderson, 527 S.E.2d 582, 582 (Ga. Ct. App. 2000). Where the meaning of a contract's terms is clear, no construction is necessary or even permissible by the trial court. See Estate of Sam Farkas, Inc. v. Clark, 517 S.E.2d 826, 830 (Ga. Ct. App. 1999).

In this case, the language of the contracts between the parties is clear and unambiguous.

The words of the parties' agreement unambiguously stated that if Plaintiffs cancelled their

reservations six days prior to their scheduled departure, they were entitled to a 25% refund of the cost of the vacation. This is a clear statement that does not require interpretation.

Moreover, Plaintiffs' claim that Intergolf violated the implied covenant of good faith and fair dealing cannot withstand scrutiny under Georgia law. Although that state recognizes such an implied covenant, the failure to act in good faith in performing a contract does not create an independent cause of action. See Stuart Enterprises International, Inc. v. Peykan, Inc., 555 S.E.2d 881, 884 (Ga. Ct. App. 2001). A party may not maintain an action for breach of the covenant of good faith and fair dealing where the party's claim for breach of the express contract terms has failed. See id. Thus, under Georgia law, unless a party can successfully establish a breach of an express contract term, he cannot succeed on a claim for breach of the implied covenant of good faith. As Plaintiffs cannot establish that Intergolf breached any term of the contract, their argument that Intergolf violated the implied covenant of good faith must fail.

Plaintiffs' argument that the contracts are not enforceable because they are contracts of adhesion is also without merit. Under Georgia law, contracts of adhesion are enforceable. See Mathis v. Orkin Exterminating Co., Inc., 562 S.E.2d 213, 214 (Ga. Ct. App. 2002). Although such contracts are strictly construed against the drafter, such strict construction, nevertheless, supports Intergolf's position. The strictest construction of the contracts in question finds that Plaintiffs are entitled to only a 25% refund of the cost of their vacation. Indeed, this is the only construction possible given the clear and unambiguous terms of the agreements.

The results are the same if Pennsylvania law is applied to the agreements. "If the language appearing in the written agreement is clear and unambiguous, the parties' intent must be determined solely from the plain meaning of the words used." Charles D. Stein Revocable Trust v. General Felt Industries, Inc., 749 A.2d 978, 980 (Pa. Super. 2000). The unambiguous terms of the contracts state that Plaintiffs are not entitled to a full refund of the cost of their vacation.

Contrary to Plaintiffs' contentions, Intergolf did not violate the implied covenant of good faith and fair dealing. Under Pennsylvania law, a party cannot be liable for a breach of the implied covenant of good faith and fair dealing for doing something that the contract expressly permits. See Creeger Brick and Building Supply Inc. v. Mid-State Bank and Trust Co., 560 A.2d 151, 154 (Pa. Super. 1989). In this case, the contracts expressly permitted Intergolf to refund only 25% of the purchase price of the Plaintiffs' vacation; therefore, Intergolf cannot be liable for failure to refund the entire cost of the vacation to Plaintiffs.

Finally, Plaintiffs' contention that the contracts are adhesion contracts is without merit. The mere fact that a contract is a form contract does not make it a contract of adhesion. See Denlinger, Inc. v. Dendlier, 608 A.2d 1061, 1067 (Pa. Super. 1992). Moreover, even if the contract were one of adhesion, that fact does not render it unenforceable. In determining whether an adhesion contract should be enforced, a court may conclude that the understanding of the contract's specific terms by the party claiming to have the weaker bargaining power may be cause to enforce the contract. See Egan v. Atlantic Richfield Co., 566 A.2d 1249, 1252 (Pa. Super. 1989). In this case,

Carl A. Belin, Jr. is an attorney of some experience. He was well aware of the significance of each of the contract's terms. This fact supports the enforceability of the contract.

C. Witnesses

Defendant Intergolf will not present any witnesses at the arbitration of this matter.

D. Statement of Damages

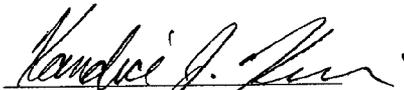
As it is the Defendant in this action, Intergolf does not have a statement of damages. Intergolf intends to introduce the following exhibits:

- (1) Contract dated March 9, 2001, between Intergolf and Carl A. Belin, Jr.
- (2) Contract dated March 9, 2001, between Intergolf and David G. Gallaher.
- (3) Correspondence dated September 26, 2001, from Shona Inglis to Carl Belin.
- (4) Correspondence dated February 13, 2001, from Intergolf to Carl A. Belin, Jr.
- (5) Correspondence dated February 13, 2001, from Intergolf to David G. Gallaher.

Copies of these exhibits are attached hereto, and were previously provided to Plaintiffs by facsimile on September 13, 2002.

Respectfully Submitted,

McNees Wallace & Nurick LLC

By 
Kandice J. Kerwin
Atty. I.D. No. 86345
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108
(717) 232-8000

Dated: November 6, 2002



INTERGOLF - RESERVATION FORM

PLEASE NOTE: THE INFORMATION REQUESTED IN THIS FORM MUST BE COMPLETED FOR EACH TRAVELLER. NO FINAL DOCUMENTS WILL BE SENT UNLESS THIS FORM IS RECEIVED BY INTERGOLF.

ROOM	MR MRS MISS	FULL NAME AS APPEARING ON PASSPORT	GOLFER YES / NO	IF GOLFER HANDICAP	SMOKING YES / NO	CADDIES YES / NO	GOLF CARTS YES / NO (SEE NOTE BELOW)	HOME GOLF CLUB
1	MR	CARL A BELIN JR	Yes	24	No		Yes	Clearfield
2	MRS	Carol A BELIN	Yes	28	No		Yes	Clearfield
3								
4								

Tour Cost. InterGolf land programs are as priced in the brochure. A \$25.00 discount is offered on published prices for land tours, if the tour is purchased in conjunction with an intercontinental airline ticket, issued by InterGolf for travel on selected air carriers. *Air inclusive programs not applicable.*

Deposit and final payment : In order to hold land arrangements, a deposit of \$600.00 per person is required at the time reservations are requested. The balance of the total cost is due 60 days prior to travel. The total price of the tour is not guaranteed until payment in full has been received by InterGolf. InterGolf accepts payment by MasterCard, Visa, personal check and money order.

Changes : An administrative fee of \$35.00 per change per person will be charged for changes requested by client or travel agent after deposit has been received and confirmation issued. In most cases, changes cannot be made less than 60 days before travel.

Documentation : For U.S. or Canadian citizens, most countries require visitors to have a valid passport, with a few countries also requiring a valid visa. Some destinations, such as Bermuda, Mexico and Canada only require proof of U.S. Citizenship. Citizens of other countries should check with the appropriate

Embassy. On independent tours with a rental car, all drivers must be over 21 years of age and have a valid driver's license. In Ireland there is a maximum driving age of 74 years (65 years on certain categories).

Cancellations : Notification of cancellation must be forwarded in writing to InterGolf. If any trip is cancelled by InterGolf all deposits and payments will be refunded in full. Otherwise cancellation charges will apply to each traveller as follows; **LAND ARRANGEMENTS: 60 days or more before departure - a charge of \$450.00 will apply; 30 - 21 days before departure a charge of 50% of the total cost; 20 - 6 days before departure a charge of 75% of the total cost; 5 days or less before departure - NO REFUND. NO REFUND WILL BE MADE FOR UNUSED PORTIONS OF A TOUR.** **AIR TRAVEL:** Applicable airline cancellation penalties will apply.

Caddies / Golf Carts : Caddies/ golf carts may only be requested for the entire duration of a trip, and not for specific individual rounds.

Golf Carts

InterGolf cannot normally guarantee carts (except on tours where they are included), but every effort is made to insure you do have them if they are requested.

Caddies

As a free service to clients, InterGolf will request caddies for you at each golf club. Caddies cannot be guaranteed at any golf course. If you request caddies on your Reservation Form, InterGolf will make a request for Caddies at least one month in advance of your visit. The Golf Clubs make every effort to secure caddies for our clients but caddies are NOT employed either by the golf clubs themselves or by InterGolf. Certain courses offer a greater likelihood of accessing a caddy than others. Please consult with your Golf Travel Specialist with any questions on your selected courses regarding the likelihood of accessing a caddy. In general the demand for caddies at most courses exceeds the availability.

If a caddy is secured for you, the caddy master or another club official will inform you of the caddy charge and tipping policy. As a general guideline, charges range from \$35 - \$60 per bag (including tip). During the summer months High School and College Students are on vacation and are sometimes available at clubs as Bag Carriers. The charge for Bag Carriers range from \$25 - \$30 per bag (including tip), If they are available, Bag Carriers will be booked when Caddies are not secured. Most clubs in the UK and Ireland have pull carts available for hire, again subject to availability. In the event that neither Caddies nor Bag Carriers are



not available you could hire a pull cart, where and/or when available (generally available at all courses), at your own discretion. You must be prepared to carry your golf bag in the event that none of the above are available.

Please check with InterGolf's Atlanta office for detailed information on caddies and carts for each destination.

Golf Handicaps: Many of the golf courses at InterGolf's destinations around the world require visitors to be a member of a recognized golf club and to hold an official handicap (some place certain maximum handicap restrictions - please check with our Atlanta office for complete listings). InterGolf accepts no responsibility for clients being refused golf if they do not meet these requirements. The clubs which require such documentation are not trying to discourage visitors but rather to increase the enjoyment of the true golfer who plays their golf course.

Responsibility: World Golf Vacations, Inc. d.b.a. InterGolf is a Georgia corporation which books travel arrangements for various independent overseas ground operators, each of which is an independent corporation with its own management and is not subject to the control of InterGolf. InterGolf, as the tour operator, and its selling agents act only as agent in securing and booking the hotel accommodations and other land tour services provided by others as independent contractors. InterGolf or the specified air carriers and its selling agents assume and accept no liability for injury, loss, damage, accident, delay or inconvenience caused by any defect in the operation of any vehicle or conveyance or caused by the act, omission, neglect, delay or default of any person engaged in transporting a tour participant or in providing hotel accommodations or other tour services or caused by criminal act of any person or caused by any event which is beyond the reasonable control of InterGolf or the specified air carriers. They reserve the right to cancel a tour if circumstances so require.

If any tour service or its reasonable equivalent is not provided due to events beyond the reasonable control of InterGolf, the company will make an appropriate refund of that portion of the tour price covering the undelivered tour service, but it is understood that InterGolf shall have no other or further responsibility or liability either for the accuracy of any representation or the non provision of any tour services. The responsibility and liability of the specified air carriers respecting their performance of air transportation services are limited by and subject to the conditions of contract in the passenger ticket, the rules contained in tariffs on file with U.S. Department of Transportation (available for inspection on request) and applicable provisions of law and treaty.

InterGolf reserves the right to cancel a tour if circumstances so require. In the event of such, InterGolf will make a full refund to travellers of all payments received in respect of the tour. Such a refund of payments will be the full extent of InterGolf's obligation and liability to travellers. This contract is governed by the laws of the State of Georgia.

Travel Insurance: InterGolf recommends that you have luggage, accident and trip cancellation insurance. InterGolf is not liable for loss, damage or theft of luggage or personal belongings, for personal injury, accident or illness. We have provided you with a brochure for quality travel insurance with this package of information. It is very important that if you wish to avail of the special policy which includes coverage for pre-existing medical conditions your application be postmarked to Travel Insured International within 7 business days of the date of the cover letter accompanying this information package.

I have been offered travel accident, sickness, baggage and trip cancellation insurance from InterGolf through TheTravelers Insurance Company.

_____ I have accepted insurance offered through TheTravelers.

(initial here)

CAJ

(initial here)

_____ I have declined insurance offered through TheTravelers.

Departure Date: 10/3/01

Return Date: 10/24/01

Name of individual making reservation:

CARL BELIN

Address:

316 W MARKET CLEARFIELD
7893 GA

Telephone - Office: 814 + 765-8972

Telephone - Home: 814 + 765-8763

I agree on behalf of all persons named on this reservation form to accept the conditions set out herein.

Signature:

[Signature]

(This form will be returned if received unsigned.)

Date: 3/9/01

In case of an emergency, please contact:

ROBERT L SHEARER

Address: 298 W FRONT ST CLEARFIELD
GA

Telephone: 814 + 765-8464

Mail this form to:

InterGolf

Post Office Box 500608

Atlanta, Georgia 31150-0608

* 814 765 8972



INTERGOLF - RESERVATION FORM

PLEASE NOTE: THE INFORMATION REQUESTED IN THIS FORM MUST BE COMPLETED FOR EACH TRAVELLER. NO FINAL DOCUMENTS WILL BE SENT UNLESS THIS FORM IS RECEIVED BY INTERGOLF.

ROOM	MIR MRS MISS	FULL NAME AS APPEARING ON PASSPORT	GOLFER YES / NO	IF GOLFER HANDICAP	SMOKING YES / NO	CADDIES YES / NO	GOLF CARTS YES / NO <small>(SEE NOTE REGARDING CARTS)</small>	HOME GOLF CLUB
1	MR	DAVID GEORGE GALLAHER	YES	20	NO		YES	CLEARFIELD - CUMBERVILLE COUNTRY CLUB
	MRS	JEAN HERRINGTON GALLAHER	YES	17	YES		YES	" "
2								
3								
4								

Tour Cost. InterGolf land programs are as priced in the brochure. A \$25.00 discount is offered on published prices for land tours, if the tour is purchased in conjunction with a intercontinental airline ticket, issued by InterGolf for travel on selected air carriers. *Air inclusive programs not applicable.*

Deposit and final payment : In order to hold land arrangements, a deposit of \$600.00 per person is required at the time reservations are requested. The balance of the total cost is due 60 days prior to travel. The total price of the tour is not guaranteed until payment in full has been received by InterGolf. InterGolf accepts payment by MasterCard, Visa, personal check and money order.

Changes : An administrative fee of \$35.00 per change per person will be charged for changes requested by client or travel agent after deposit has been received and confirmation issued. In most cases, changes cannot be made less than 60 days before travel.

Documentation : For U.S. or Canadian citizens, most countries require visitors to have a valid passport, with a few countries also requiring a valid visa. Some destinations, such as Bermuda, Mexico and Canada only require proof of U.S. Citizenship. Citizens of other countries should check with the appropriate

Embassy. On independent tours with a rental car, all drivers must be over 21 years of age and have a valid driver's license. In Ireland there is a maximum driving age of 74 years (65 years on certain categories).

Cancellations : Notification of cancellation must be forwarded in writing to InterGolf. If any trip is cancelled by InterGolf all deposits and payments will be refunded in full. Otherwise cancellation charges will apply to each traveller as follows: **LAND ARRANGEMENTS:** 60 days or more before departure - a charge of \$450.00 will apply; 59 - 21 days before departure a charge of 50% of the total cost; 20 - 6 days before departure a charge of 75% of the total cost; 5 days or less before departure - **NO REFUND. NO REFUND WILL BE MADE FOR UNUSED PORTIONS OF A TOUR.** **AIR TRAVEL:** Applicable airline cancellation penalties will apply.

Caddies / Golf Carts : Caddies/ golf carts may only be requested for the entire duration of a trip, and not for specific individual rounds.

Golf Carts

InterGolf cannot normally guarantee carts (except on tours where they are included), but every effort is made to insure you do have them if they are requested.

Caddies

As a free service to clients, InterGolf will request caddies for you at each golf club. Caddies cannot be guaranteed at any golf course. If you request caddies on your Reservation Form, InterGolf will make a request for Caddies at least one month in advance of your visit. The Golf Clubs make every effort to secure caddies for our clients but caddies are NOT employed either by the golf clubs themselves or by InterGolf. Certain courses offer a greater likelihood of accessing a caddy than others. Please consult with your Golf Travel Specialist with any questions on your selected courses regarding the likelihood of accessing a caddy. In general the demand for caddies at most courses exceeds the availability.

If a caddy is secured for you, the caddy master or another club official will inform you of the caddy charge and tipping policy. As a general guideline, charges range from \$35 - \$60 per bag (including tip). During the summer months High School and College Students are on vacation and are sometimes available at clubs as Bag Carriers. The charge for Bag Carriers range from \$25 - \$30 per bag (including tip). If they are available, Bag Carriers will be booked when Caddies are not secured. Most clubs in the UK and Ireland have pull carts available for hire, again subject to availability. In the event that neither Caddies nor Bag Carriers are

not available you could hire a pull cart, where and/or when available (generally available at all courses), at your own discretion. You must be prepared to carry your golf bag in the event that none of the above are available.

Please check with InterGolf's Atlanta office for detailed information on caddies and carts for each destination.

Golf Handicaps: Many of the golf courses at InterGolf's destinations around the world require visitors to be a member of a recognized golf club and to hold an official handicap (some place certain maximum handicap restrictions - please check with our Atlanta office for complete listings). InterGolf accepts no responsibility for clients being refused golf if they do not meet these requirements. The clubs which require such documentation are not trying to discourage visitors but rather to increase the enjoyment of the true golfer who plays their golf course.

Responsibility: World Golf Vacations, Inc. d.b.a. InterGolf is a Georgia corporation which books travel arrangements for various independent overseas ground operators, each of which is an independent corporation with its own management and is not subject to the control of InterGolf. InterGolf, as the tour operator, and its selling agents act only as agent in securing and booking the hotel accommodations and other land tour services provided by others as independent contractors. InterGolf or the specified air carriers and its selling agents assume and accept no liability for injury, loss, damage, accident, delay or inconvenience caused by any defect in the operation of any vehicle or conveyance or caused by the act, omission, neglect, delay or default of any person engaged in transporting a tour participant or in providing hotel accommodations or other tour services or caused by criminal act of any person or caused by any event which is beyond the reasonable control of InterGolf or the specified air carriers. They reserve the right to cancel a tour if circumstances so require.

If any tour service or its reasonable equivalent is not provided due to events beyond the reasonable control of InterGolf, the company will make an appropriate refund of that portion of the tour price covering the undelivered tour service, but it is understood that InterGolf shall have no other or further responsibility or liability either for the accuracy of any representation or the non provision of any tour services. The responsibility and liability of the specified air carriers respecting their performance of air transportation services are limited by and subject to the conditions of contract in the passenger ticket, the rules contained in tariffs on file with U.S. Department of Transportation (available for inspection on request) and applicable provisions of law and treaty.

InterGolf reserves the right to cancel a tour if circumstances so require. In the event of such, InterGolf will make a full refund to travellers of all payments received in respect of the tour. Such a refund of payments will be the full extent of InterGolf's obligation and liability to travellers. This contract is governed by the laws of the State of Georgia.

Travel Insurance: InterGolf recommends that you have luggage, accident and trip cancellation insurance. InterGolf is not liable for loss, damage or theft of luggage or personal belongings, for personal injury, accident or illness. We have provided you with a brochure for quality travel insurance with this package of information. It is very important that if you wish to avail of the special policy which includes coverage for pre-existing medical conditions your application be postmarked to Travel Insured International within 7 business days of the date of the cover letter accompanying this information package.

I have been offered travel accident, sickness, baggage and trip cancellation insurance from InterGolf through TheTravelers Insurance Company.

_____ I have accepted insurance offered through TheTravelers.

(initial here)

Doyle I have declined insurance offered through TheTravelers

(initial here)

Departure Date: 10/8/01

Return Date: 10/24/01

Name of individual making reservation:

DAVID G GALLAHER

Address:

RR 3 BOX 172, CLEARFIELD, PA 16830

RETIRED BUT OFFICE CAN REACH ME

Telephone - Office: 814-765-6544

Telephone - Home: 814-765-3968

I agree on behalf of all persons named on this reservation form to accept the conditions set out herein.

Signature:

David G. Gallaher

(This form will be returned if received unsigned.)

Date:

3/9/01

In case of an emergency, please contact:

DOUG GALLAHER

Address:

514 TURNPIKE AVE
CLEARFIELD, PA 16830

Telephone:

814-765-6544 (OFFICE)
814-765-2575 (HOME)

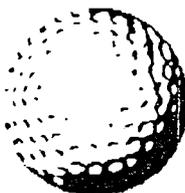
Mail this form to:

InterGolf

Post Office Box 500608

Atlanta, Georgia 31150-0608





InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-3051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

MR CARL BELIN

September 26, 2001

Dear Mr Belin,

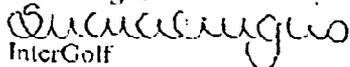
I have attached a copy of our Company policy and this really sets out our position regarding the way in which we are trying to fairly and appropriately deal with these exceptional circumstances, and give Clients (such as yourself who earlier chose NOT to take out Travelers Insurance permitting them to cancel) who prefer not to travel at this difficult time the ability to do so without incurring our cancellation fees. This policy that we adopted has been seen as fair by all other Clients who have chosen to take this rescheduling option and we do still have a number of Clients who are traveling.

On our reservation form, which you read, signed and initialed has our cancellation policies -- which at 59-21 days before departure would be 50%, this is of course on offer to you. The same form you signed and initialed to decline the Travelers Insurance offered. Most airlines and tour Companies have already returned to exercising normal trading and cancellation conditions.

Please read the policy below and I will be in touch later in the day.

Yours sincerely,

Shona Inglis


InterGolf

678 323 1340

TRAVEL UPDATE

The tragic events of September 11, 2001 will have a major impact on each of our lives for all time. The thoughts and prayers of everyone at InterGolf are with those who have lost friends or family members as a result of this despicable carnage.

Since the disaster, and the effect it has had on travel arrangements, we have been assisting clients who were out of the United States at the time, and trying to return home. This is now largely done. We also had many clients who were simply not able to commence their vacations from the USA as airlines were not flying, and they have been offered rescheduled trips in 2002.

With the air travel situation returning to some form of normalacy, we now turn our attention to those clients who are due to travel with the next few weeks. We find ourselves having to strike a difficult balance between the cancellation and continuation of these trips. With this in mind we have heeded the call to return to work from the President and will continue to offer our clients their planned golf vacations. We know that our suppliers, golf courses and hoteliers alike will provide the warmest of welcomes.

We do however understand entirely, that while it is now possible to continue with planned golf vacations, many clients simply do not wish to travel for many reasons at this point in time, and would prefer to remain with their families in the United States.

Any of our clients who chose to take out our Travelers Insurance when they booked are able to cancel without penalty. Many of our clients however have no cancellation protection, and we have been working with key suppliers in order to make some special provision for them in light of these exceptional circumstances. Many of the smaller suppliers do have very real concerns about the ongoing viability of their businesses.

While we are monitoring this on an ongoing basis, at present for anyone scheduled to commence their vacation by October 31, who is not otherwise covered, we will permit the schedule to be rolled forward and be taken within 12 months for a nominal charge of 10% of the trip value. While suppliers are prepared to waive 2001 charges, this charge is simply to take account of ongoing inflationary charges and other non recoverable prepaid expenses. Schedule rebooking is of course subject to availability, and the sooner it is rebooked, the more chance there is that the desired schedule is available. It should be noted that anyone canceling within 21 days of travel, would ordinarily be liable for a 75% cancellation charge.

This nominal additional charge would not be payable until 60 days in advance of the rescheduled trip.

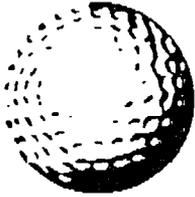
Many major airlines are also currently waiving fees and administrative charges for ticket changes (or are offering a refund option) for air travel in the next few days. Please consult your airline's web site for the latest information or speak with our air department.

if InterGolf issued your airline ticket. In the event you choose to cancel your travel arrangements, the respective airline penalties or other considerations would apply.

We do hope clients will continue with their plans at this time. We do understand if you do not, and hope that our proposed provision for otherwise uninsured travelers is seen as fair and appropriate. Please be assured that we hold paramount the concerns of our clients at all times.

Gordon Dalgleish
President
InterGolf Vacations





InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

February 13, 2001

Mr. Carl Belin
316 W. Market St.
Clearfield, PA 16830

Dear Mr. Gallaher,

Spain/Portugal Golf Trip / October 8 - 24, 2001

Thank you for your recent booking with InterGolf.

Enclosed please find a copy of your *schedule*, an *invoice* which reflects the payment received and the balance due, and a *reservation form* to be completed within the next 14 days and returned to this office.

Pat Truehart (ext. 230) in our air department, will be in contact soon with suggestions for your air travel.

InterGolf highly recommends travel insurance to protect you in the event of unforeseen emergencies. In this regard, we would like to bring to your attention a newly introduced travel insurance policy which waives all preexisting conditions if the coverage is purchased at the time of reservation. By special arrangement, InterGolf clients have fourteen (14) days from the date of this letter to mail the enclosed application directly to The Travelers (Travel Insured International). Therefore, your insurance application must be postmarked no later than fourteen (14) days from the above date. Should you have questions regarding this insurance, you can call The Travelers at 800-243-3174 and quote the InterGolf account number: 41484.

You can certainly purchase travel insurance at any other time prior to departure, however the preexisting conditions clause will not be in effect.

You will receive your final travel documents approximately *twenty-one* days prior to departure.

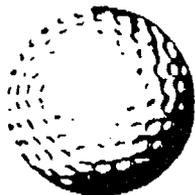
Please review all of the enclosed information carefully, and if you have any questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Leslie".

Leslie Carlson
Sales Manager
ext. 243





InterGolf

International Golf Vacations since 1971

Post Office Box 500608
Atlanta, Georgia 31150-0608

Reservations/Tours Information 800-468-0051
Administration 770-518-1250
Fax 770-518-1272

E-mail: intergolf@golftravel.com
www.golf.com/travel/InterGolf

February 13, 2001

Mr. Dave Gallaher
R.D. 3 Box 172
Clearfield, PA 16830

Dear Mr. Gallaher,

Spain/Portugal Golf Trip / October 8 - 24, 2001

Thank you for your recent booking with InterGolf.

Enclosed please find a copy of your *schedule*, an *invoice* which reflects the payment received and the balance due, and a *reservation form to be completed within the next 14 days and returned to this office.*

Pat Truehart (ext. 230) in our air department, will be in contact soon with suggestions for your air travel.

InterGolf highly recommends travel insurance to protect you in the event of unforeseen emergencies. In this regard, we would like to bring to your attention a newly introduced travel insurance policy which **waives all preexisting conditions if the coverage is purchased at the time of reservation.** By special arrangement, InterGolf clients have fourteen (14) days from the date of this letter to mail the enclosed application directly to The Travelers (Travel Insured International). Therefore, your insurance application must be postmarked no later than fourteen (14) days from the above date. Should you have questions regarding this insurance, you can call The Travelers at 800-243-3174 and quote the InterGolf account number: 41484.

You can certainly purchase travel insurance at any other time prior to departure, however the preexisting conditions clause will not be in effect.

You will receive your final travel documents approximately *twenty-one* days prior to departure.

Please review all of the enclosed information carefully, and if you have any questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Leslie Carlson".

Leslie Carlson
Sales Manager
ext. 243

CERTIFICATE OF SERVICE

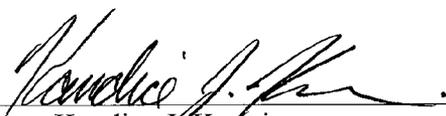
I hereby certify that on this date a true and correct copy of the foregoing document was served by first-class mail, postage prepaid, upon the following:

Kimberly M. Kubista, Esquire
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

J. Richard Matter, II, Esquire
211 East Pine Street
Clearfield, PA 16830

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830

Warren B. Mikesell, II, Esquire
115 East Locust Street
Clearfield, PA 16830


Kandice J. Kerwin

Dated: November 6, 2002

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CARL A. BELIN, JR., and CAROL A. BELIN, : CIVIL ACTION
and DAVID G. GALLAHER and :
JEAN H. GALLAHER, :
Plaintiffs :
v. : NO. 01-2017-C.D.
INTERGOLF, :
Defendant :

NOTICE OF APPEAL FROM AWARD OF BOARD OF ARBITRATORS

TO THE PROTHONOTARY:

Notice is given that Defendant Intergolf appeals from the award of the board of arbitrators entered in this case on December 17, 2002.

Attached hereto as Exhibit A is the affidavit of Kandice J. Kerwin, counsel for Appellant indicating that this appeal is not taken for delay, but because Appellant believes an injustice has been done.

The compensation of the arbitrators has been paid.

A jury trial is demanded.

Respectfully submitted,

McNEES, WALLACE & NURICK

By


Helen L. Gemmill

I.D. No. 60661

Kandice J. Kerwin

I.D. No. 86345

100 Pine Street, P.O. Box 1166

Harrisburg, PA 17108-1166

(717) 232-8000

FILED

JAN 15 2003

William A. Shaw
Prothonotary

Dated: January 14, 2003

Attorneys for Appellant/Defendant Intergolf



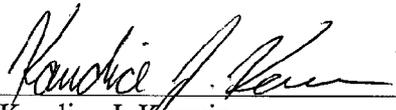
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CARL A. BELIN, JR., and CAROL A. BELIN, : CIVIL ACTION
and DAVID G. GALLAHER and :
JEAN H. GALLAHER, :
Plaintiffs :
v. : NO. 01-2017-C.D.
INTERGOLF, :
Defendant :

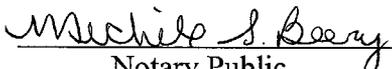
AFFIDAVIT OF KANDICE J. KERWIN

Kandice J. Kerwin, being duly deposed and sworn according to law does hereby depose and state as follows:

1. I, Kandice J. Kerwin, am counsel for Appellant/Defendant Intergolf, and, as such, am authorized to make this affidavit on its behalf.
2. I am familiar with the facts of this case and the litigation.
3. The appeal in this matter is not taken for delay, but rather, because Appellant/Defendant believes an injustice has been done.


Kandice J. Kerwin

Sworn and subscribed to
before me this 13th day of
January, 2003.


Notary Public

NOTARIAL SEAL
MICHELE S. BEERY, Notary Public
Harrisburg, PA Dauphin County
My Commission Expires July 6, 2006

CERTIFICATE OF SERVICE

I hereby certify that on this date a true and correct copy of the foregoing document was served by first-class mail, postage prepaid, upon the following:

Kimberly M. Kubista, Esquire
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

J. Richard Matter, II, Esquire
211 East Pine Street
Clearfield, PA 16830

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830

Warren B. Mikesell, II, Esquire
115 East Locust Street
Clearfield, PA 16830


Kandice J. Kerwin

Dated: January 14, 2003

FILED

Atty General

M/3:11 PM

pd. \$30000

JAN 15 2003

1 cc c/A

William A. Shaw
Prothonotary

2 cc Atty

~~6/28~~

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, :
Plaintiffs :

vs. :

INTERGOLF, :
Defendant :

No. 01-2017-CD

PRAECIPE FOR TRIAL

Filed on behalf of:

Plaintiffs

Counsel of record for this
party:

Kimberly M. Kubista, Esquire

P.A. ID. #52782

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

(814) 765-8972

FILED

JAN 20 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, :
Plaintiffs :

vs. :

No. 01-2017-CD

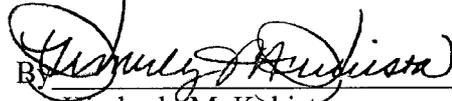
INTERGOLF, :
Defendant :

PRAECIPE FOR TRIAL

TO: PROTHONOTARY

Please place this case on the next non-jury trial list. Estimated length of trial –
one-half (1/2) day.

BELIN & KUBISTA

BY 

Kimberly M. Kubista
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, :
Plaintiffs :

vs. :

No. 01-2017-CD

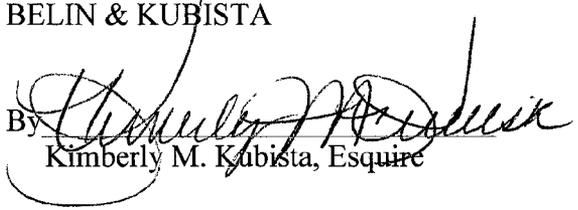
INTERGOLF, :
Defendant :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a true and correct copy of
Praecipe for Trial in the above-captioned matter to the following party by postage prepaid First
Class Mail on the 20th day of Jan, 2003:

Kandice J. Kerwin, Esquire
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

BELIN & KUBISTA

By 
Kimberly M. Kubista, Esquire

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

FILED

0 10:30 AM 19C

JAN 20 2003

WAS Copy to CA

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, :
Plaintiffs :

vs. :

INTERGOLF, :
Defendant :

No. 01-2017-CD

AMENDED
PRAECIPE FOR TRIAL

Filed on behalf of:

Plaintiffs

Counsel of record for this
party:

Kimberly M. Kubista, Esquire

P.A. ID. #52782

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

(814) 765-8972

FILED

JAN 20 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, :
Plaintiffs :

vs. :

No. 01-2017-CD

INTERGOLF, :
Defendant :

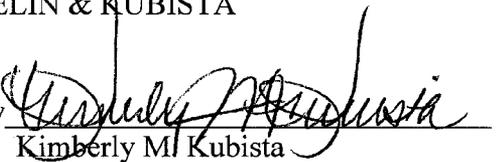
AMENDED PRAECIPE FOR TRIAL

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Please place this case on the next jury trial list. Estimated length of trial – one-half (1/2) day.

BELIN & KUBISTA

By



Kimberly M. Kubista
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, :
Plaintiffs :

vs. :

No. 01-2017-CD

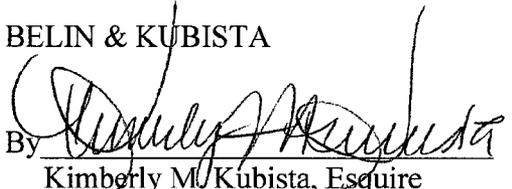
INTERGOLF, :
Defendant :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a true and correct copy of
Praecipe for Trial in the above-captioned matter to the following party by postage prepaid First
Class Mail on the 20th day of Jan, 2003:

Kandice J. Kerwin, Esquire
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

BELIN & KUBISTA

By 

Kimberly M. Kubista, Esquire

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

FILED
C 245 Bl
JAN 20 2003
100
Copy to CA

William B. ...
Prothonotary

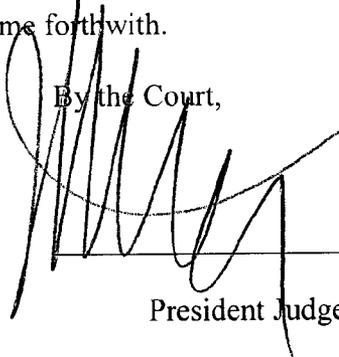
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR. and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER :
-vs- : No. 01 – 2017 – CD
INTERGOLF :

PRE-TRIAL ORDER

NOW, this 11th day of April, 2003, following pre-trial conference in the above-captioned matter, upon agreement of the parties, it is the ORDER of this Court that Defendant shall file such Motions in Limine as it deems appropriate within 30 days from date hereof. It is the further ORDER of this Court that determination of said Motions and non-jury trial shall be heard by a Judge from outside this Court's judicial district and the Court Administrator is directed to make arrangements for the same forthwith.

By the Court,



President Judge

FILED

APR 11 2003

William A. Shaw
Prothonotary

FILED

012:574811
APR 11 2003

1cc Atty Kubista
1cc Atty Kerwin

William A. Shaw
Prothonotary

WAS
KCS

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CARL A. BELIN, JR., and CAROL A. BELIN, : CIVIL ACTION
and DAVID G. GALLAHER and :
JEAN H. GALLAHER, :
Plaintiffs :
v. : NO. 01-2017-C.D.
INTERGOLF, :
Defendant :

FILED

MAY 12 2003

William A. Shaw
Prothonotary

MOTION IN LIMINE
OF DEFENDANT INTERGOLF

Defendant Perry Travel, Inc. d/b/a Intergolf offers this motion in limine to exclude the hearsay testimony of former Intergolf employee William Lavinder.¹ In support whereof, Defendant avers as follows:

1. Plaintiffs Carl A. Belin, Jr. and Carol Belin, husband and wife, and David G. Gallaher and Jean H. Gallaher, husband and wife, ("Plaintiffs") initiated this lawsuit against Defendant Intergolf ("Intergolf") on or about December 18, 2002.

2. In their Complaint, Plaintiffs alleged a cause of action for breach of contract against Intergolf.

3. Plaintiffs aver that Intergolf is obligated to refund to them the full purchase price of a golf vacation that Plaintiffs cancelled six days before the scheduled departure date.

¹ A pre-trial conference was held before President Judge John K. Reilly, Jr. on April 11, 2003. At that conference, Judge Reilly also ordered that the matter be heard by a visiting judge because Plaintiff Carl A. Belin is an attorney practicing in Clearfield County. Intergolf believes that the instant motion should also be decided by the visiting judge.

4. In support of their claim, Plaintiffs seek to introduce the alleged statements of William Lavinder, a former Intergolf employee.

5. According to Plaintiffs, William Lavinder stated to Plaintiff Carl A. Belin, Jr. that the scheduled golf vacation could be cancelled without cost to either Intergolf or the Plaintiffs.

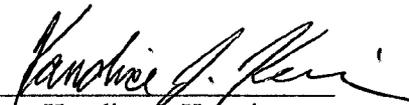
6. William Lavinder's alleged statement to Plaintiff Carl A. Belin, Jr. is an out-of court declaration, which Plaintiffs seek to introduce to prove the truth of the matters asserted. The statements, therefore, are inadmissible hearsay. See Pa.R.E. 801(c) and 802.

7. William Lavinder's statements do not fall within the exception to the hearsay rule for admissions of agents or employees of parties, codified as Pennsylvania Rule of Evidence 803(25)(D), because the alleged statements are outside the scope of his employment. See Pa.R.E. 803(25)(D); Sehl v. Vista Linen Rental Serv. Inc., 763 A.2d 858, 863 (Pa. Super. 2000).

WHEREFORE, Defendant Intergolf respectfully requests that this Court enter an order precluding the admission of the hearsay statements of William Lavinder.

Respectfully Submitted,

McNEES WALLACE & NURICK LLC

By 

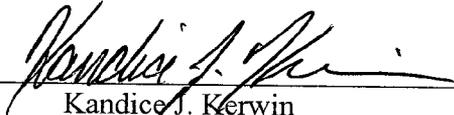
Kandice J. Kerwin
Atty. I.D. No. 86345
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108
(717) 232-8000

Dated: May 9, 2003

CERTIFICATE OF SERVICE

I hereby certify that on this date a true and correct copy of the foregoing document was served by first-class mail, postage prepaid, upon the following:

Kimberly M. Kubista, Esquire
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830


Kandice J. Kerwin

Dated: May 9, 2003

FILED No. cc

MAY 10 2008
MAY 12 2003

WAS
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CARL A. BELIN, JR., and CAROL A. BELIN, and DAVID G. GALLAHER and JEAN H. GALLAHER,	:	CIVIL ACTION
	:	
Plaintiffs	:	
	:	
v.	:	NO. 01-2017-C.D.
	:	
INTERGOLF,	:	
	:	
Defendant	:	

ORDER

AND NOW, this _____ day of _____ 2003, upon consideration of the Motion in
Limine of Defendant Intergolf, and Plaintiffs' response, it is hereby ORDERED that Plaintiffs are
prohibited from introducing into evidence the hearsay statements of William Lavinder allegedly
made to Plaintiff Carl A. Belin, Jr.

, J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A.
BELIN, and DAVID G. GALLAHER and
JEAN H. GALLAHER,

Plaintiffs

vs.

INTERGOLF,

Defendant

NO. 01 - 2017 - C.D.

ANSWER TO MOTION IN
LIMINE

Filed on Behalf of:
Plaintiffs

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

Kimberly M. Kubista, Esquire
PA I.D. #52782

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED

MAY 27 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
INTERGOLF, :
Defendant :

ANSWER TO MOTION IN LIMINE

AND NOW comes Plaintiffs Carl A. Belin, Jr. and Carol A. Belin ("Belin"), and David G. Gallaher and Jean H. Gallaher ("Gallaher"), by and through their attorneys, Belin & Kubista, and file the following answer to motion in limine of Perry Travel, Inc., d/b/a InterGolf ("InterGolf"), and in support thereof aver as follows:

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.
3. Paragraph 3 is denied. InterGolf cancelled the trip itself before any letter was requested of Plaintiffs to submit a written letter of cancellation "to process their claim."
4. Paragraph 4 is admitted.

5. Paragraph 5 is denied. Lavinder stated that he had cancelled the trip at no cost as the providers, i.e. the golf courses, hotels, etc., had waived all cancellation costs.

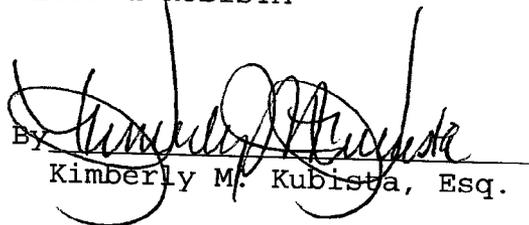
6. Paragraph 6 is denied. The statements were admissions that InterGolf had cancelled the trip. As such, the admissions were admissible against the corporate defendant.

7. Paragraph 7 is denied. See *Sehl v. Vista Linen Rental Service, Inc.*, 763 A.2d 858, 862 (Pa.Super. 2000), citing Pa. R.E. 803(25)(d).

WHEREFORE, Belin and Gallaher respectfully request Your Honorable Court to deny the motion in limine.

RESPECTFULLY SUBMITTED,

BELIN & KUBISTA

By 
Kimberly M. Kubista, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

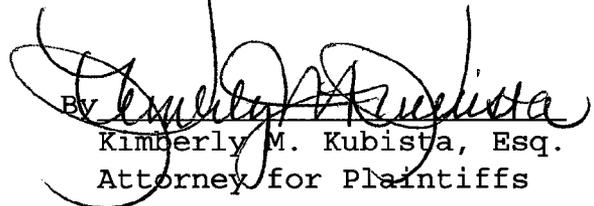
CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
INTERGOLF, :
Defendant :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Plaintiffs' Answer to Motion in Limine in the above-captioned matter to the following party by postage prepaid United States first class mail on the 27th day of May, 2003:

Kandice J. Kerwin, Esquire
McNees, Wallace & Nurick, LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

BELIN & KUBISTA

By 
Kimberly M. Kubista, Esq.
Attorney for Plaintiffs

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

FILED

JUL 30 2003

William A. Shaw
Prothonotary/Clerk of Courts

CARL A. BELIN, JR., and CAROL A.)
BELIN, and DAVID G. GALLAHER)
and JEAN H. GALLAHER,)
Plaintiffs)
v.) NO. 01-2017-CD
INTERGOLF,)
Defendant)

ORDER RE: MOTION IN LIMINE

Defendant, through a Motion in Limine, seeks to preclude the testimony of Carl A. Belin, Jr., that Defendant's former employee, William Lavinder, agreed to cancel Plaintiffs' golf vacation without cost to Plaintiffs. Defendant contends such statements do not fall within the exception to the hearsay rule for admissions of agents or employees as codified in Pennsylvania Rule of Evidence 803 (25)(D). We disagree.

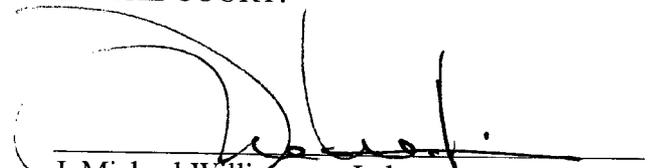
As cited by both parties, our Superior Court has recently interpreted Rule 803 (25) in Sehl v. Vista Linen Rental Service, 763 A.2d 858 (Pa. Super. 2000). That panel noted that clause D broadened the "traditional" rule embodied by clause C "and thus specific authorization to speak need not be shown." In order for the statement to be admissible, therefore, claimant must establish only the following three elements: (1) that the declarant was an agent or employee of the party opponent (which Defendant admits); (2) that declarant made the statement while employed by the principal (which Defendant admits); and (3) that the statement concerned a matter within the scope of the agency or employment.

J. MICHAEL WILLIAMSON
JUDGE
COURT OF COMMON PLEAS
25TH JUDICIAL DISTRICT
OF PENNSYLVANIA
COURT HOUSE
LOCK HAVEN, PA 17745

Based upon our understanding of the factual circumstances as set forth by counsel during oral argument, we are satisfied the alleged statement of William Lavinder, if such testimony is believed by the trier of fact, was made concerning a matter within the scope of his employment. Counsel for Defendant acknowledged that Lavinder was a "golf travel specialist" who arranged the trip which is the subject of this suit. It is anticipated that Plaintiffs will offer testimony that Lavinder was the person who had assumed the duties of a prior employee with regard to this specific trip and that Lavinder was aware of all the details of that trip. Under the circumstances, we are satisfied that the trier of fact could determine that the statement concerned a matter within the scope of Lavinder's agency or employment and, therefore, would be admissible under Pa. R.E. 803 (25)(D).

NOW, this 28th day of July, 2003, for the reasons set forth herein, Defendant's Motion in Limine to preclude testimony concerning a conversation between Plaintiff Belin and former Intergolf employee, William Lavinder, is DISMISSED AND DENIED.

BY THE COURT:



J. Michael Williamson, Judge
Specially Presiding
25th Judicial District of Pennsylvania

xc: Kimberly M. Kubista, Esquire
Kandice J. Kerwin, Esquire
Court Administrator

J. MICHAEL WILLIAMSON
JUDGE
COURT OF COMMON PLEAS
25TH JUDICIAL DISTRICT
OF PENNSYLVANIA
COURT HOUSE
LOCK HAVEN, PA 17745

FILED

All copies

~~NOV 11 00 2003~~
NOV 30 2003

distributed per
Cover letter

William A. Shaw
Prothonotary/Clerk of Courts



CA

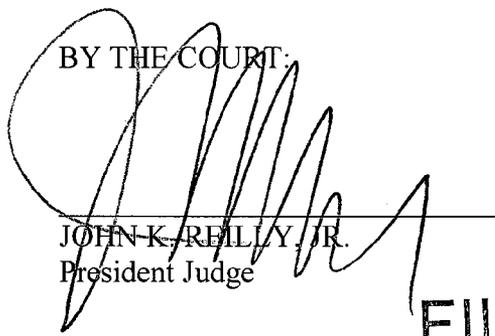
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

CARL A. BELIN, JR. and CAROL :
A. BELIN, and DAVID G. :
GALLAHER and JEAN H. :
GALLAHER :
vs. : No. 01-2017-CD
INTERGOLF :

ORDER

AND NOW, this 24th day of October, 2003, it is the ORDER of the Court that Civil Non-Jury Trial in the above matter is hereby scheduled for **Friday, October 24, 2003 at 9:00 A.M.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA, before the Honorable J. Michael Williamson, Specially Presiding.

BY THE COURT:



JOHN K. REILLY, JR.
President Judge

FILED

OCT 02 2003

William A. Shaw
Prothonotary/Clerk of Courts

Lavinder was not authorized to make statements or enter into any contract modification. We rely upon our Order, Re: Defendant's Motion In Limine, dated July 28, 2003.

NOW, this 24th day of October, 2003, judgment is entered in favor of Plaintiffs and against Perry Travel, Inc., d/b/a InterGolf, in the amount of Nine Thousand Eight Hundred (\$9,800.00) Dollars, plus interest from 10-1-01 and costs of suit.

BY THE COURT,

A handwritten signature in black ink, appearing to read "J. Michael Williamson", written over a horizontal line.

The Honorable J. Michael Williamson,
Specially Presiding

FILED

8 1:35 00

OCT 24 2003

*Att'y Review
for
2cc Att'y Publications*

William A. Shaw
Prothonotary

0A

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CARL A. BELIN, JR., and CAROL A. BELIN,	:	CIVIL ACTION
and DAVID G. GALLAHER and	:	
JEAN H. GALLAHER,	:	
	:	
Plaintiffs	:	
	:	
v.	:	NO. 01-2017-C.D.
	:	
INTERGOLF,	:	
	:	
Defendant	:	

DEFENDANT'S MOTION FOR POST-TRIAL RELIEF

Pursuant to Pa.R.C.P. No. 277.1, Defendant Perry Travel, Inc. d/b/a Intergolf ("Intergolf"), through its undersigned counsel, files this motion for post-trial relief. In support, Intergolf avers as follows:

1. Plaintiffs Carl A. Belin, Jr. and Carol Belin, husband and wife, and David G. Gallaher and Jean H. Gallaher, husband and wife, ("Plaintiffs") initiated this lawsuit Intergolf on or about December 18, 2002.
2. In their Complaint, Plaintiffs alleged a cause of action for breach of contract against Intergolf.
3. Plaintiffs aver that Intergolf is obligated to refund to them the full purchase price of a golf vacation that Plaintiffs cancelled six days before the scheduled departure date.
4. Prior to trial, Plaintiffs indicated that they intended to introduce testimony as to the statements of former Intergolf employee William Lavinder.

FILED
 NOV 03 2003
 William A. Shaw
 Prothonotary/Clerk of Courts

5. On May 12, 2003, Intergolf filed a Motion in Limine seeking to exclude testimony as to the statements of William Lavinder on the basis that these statements were inadmissible hearsay.

6. By Order dated July 28, 2003, the Court denied Intergolf's Motion in Limine.

7. A bench trial was held on October 24, 2003, before the Honorable J. Michael Williamson, Specially Presiding.

8. During the course of the trial, Plaintiff Carl A. Belin, Jr. ("Mr. Belin") testified to the alleged statements of William Lavinder, a former Intergolf employee.

9. According to the testimony, William Lavinder stated to Mr. Belin that the scheduled golf vacation had been cancelled without cost to either Intergolf or the Plaintiffs.

10. Intergolf's counsel objected to the introduction of the hearsay statements of William Lavinder at the time of trial, and the Court overruled this objection.

11. The testimony of Mr. Belin regarding the statements of William Lavinder was contradicted at trial by the testimony of Intergolf employee Shona Inglis ("Ms. Inglis").

12. Ms. Inglis testified that William Lavinder did not have authority to cancel Plaintiffs' vacation, and that Mr. Belin repeatedly told her he did not wish to travel.

13. The testimony of Mr. Belin was further contradicted by admission in Plaintiffs' Answers to Interrogatories and Plaintiffs' Reply to New Matter, which were introduced as exhibits at trial, and which indicate that William Lavinder did not unequivocally promise that Plaintiffs' trip had been cancelled.

14. Following the trial, the Court entered a verdict in favor of Plaintiffs and against Defendant Intergolf, finding that the statements of William Lavinder constituted a modification to the parties' contract that permitted Plaintiffs to recover the cost of the vacation.

15. The Court erred in denying Intergolf's Motion in Limine and in overruling Intergolf's objection at trial to the testimony of Mr. Belin relating to the hearsay statements of William Lavinder.

15. William Lavinder's alleged statements to Mr. Belin are out-of court declarations, which Plaintiffs seek to introduce to prove the truth of the matters asserted. The statements, therefore, are inadmissible hearsay. See Pa.R.E. 801(c) and 802.

16. William Lavinder's statements do not fall within the exception to the hearsay rule for admissions of agents or employees of parties, codified as Pennsylvania Rule of Evidence 803(25)(D), because the alleged statements are outside the scope of his employment. See Pa.R.E. 803(25)(D); Sehl v. Vista Linen Rental Serv. Inc., 763 A.2d 858, 863 (Pa. Super. 2000).

17. Intergolf has properly preserved its objection to the admissibility of the testimony as to William Lavinder's statements by filing a Motion in Limine and objecting to the testimony at trial.

18. If the statements of William Lavinder are excluded from evidence, there is no evidence for the Court's finding that the parties modified their original contract, and the verdict is without support. Thus, Intergolf is entitled to judgment in its favor or, in the alternative, a new trial.

19. Additionally, the verdict was manifestly against the weight of the evidence.

20. Mr. Belin's testimony was contradicted repeatedly at trial, including by his own admissions in Plaintiffs' Answers to Interrogatories and Reply to New Matter, which were introduced as exhibits at trial.

21. The evidence introduced by Intergolf clearly indicated that William Lavinder did not have the authority to modify the parties' contract, and did not, in fact do so.

22. As the weight of the evidence does not support the verdict in favor of the Plaintiffs, Intergolf is entitled to judgment notwithstanding the verdict or, in the alternative, a new trial.

23. A request for the transcript of the trial is made concurrently herewith.

WHEREFORE, Defendant Intergolf respectfully requests that this Court grant this motion and enter judgment in its favor and against Plaintiffs, or, alternatively, order a new trial.

Respectfully Submitted,

McNEES WALLACE & NURICK LLC

By 

Kandice J. Giurintano
Atty. I.D. No. 86345
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108
(717) 232-8000

Dated: October 31, 2003

CERTIFICATE OF SERVICE

I hereby certify that on this date a true and correct copy of the foregoing document was served via Federal Express upon the following:

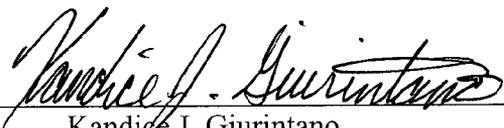
Kimberly M. Kubista, Esquire
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

The Honorable J. Michael Williamson
Clinton County Court of Common Pleas
230 E. Water Street
Lock Haven, PA 17745

William Shaw
Clearfield County Clerk of Courts
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

David S. Meholick
Clearfield County Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Thomas Snyder
Court Reporter's Office
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830


Kandice J. Giurintano

Dated: October 31, 2003

FILED

FILED
M10:26:54
NOV 03 2003

Wec

V. William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CARL A. BELIN, JR., and CAROL A. BELIN,
and DAVID G. GALLAHER and
JEAN H. GALLAHER,

Plaintiffs

v.

INTERGOLF,

Defendant

CIVIL ACTION

NO. 01-2017-C.D.

ORDER

AND NOW, this ___ day of _____, _____, upon consideration of the Motion for Post-Trial Relief of Defendant Intergolf, it is hereby ordered that said motion is granted, and judgment, together with costs, is entered in favor of Defendant Intergolf and against Plaintiffs.

, J.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CARL A. BELIN, JR., and CAROL A. BELIN, and DAVID G. GALLAHER and JEAN H. GALLAHER,	:	CIVIL ACTION
	:	
Plaintiffs	:	
	:	
v.	:	NO. 01-2017-C.D.
	:	
INTERGOLF,	:	
	:	
Defendant	:	

ORDER

AND NOW, this ___ day of _____, _____, upon consideration of the Motion for Post-Trial Relief of Defendant Intergolf, it is hereby ordered that said motion is granted, a new trial in this matter is ordered.

, J.

CA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CARL A. BELIN, JR., and CAROL A. BELIN,	:	CIVIL ACTION
and DAVID G. GALLAHER and	:	
JEAN H. GALLAHER,	:	
	:	
Plaintiffs	:	
	:	
v.	:	NO. 01-2017-C.D.
	:	
INTERGOLF,	:	
	:	
Defendant	:	

REQUEST FOR TRANSCRIPT

A Motion for Post-Trial Relief having been filed in this matter, the official Court Reporter is hereby requested to produce, certify, and file the transcript of the trial in this matter, which occurred on October 24, 2003, before the Honorable J. Michael Williamson, Specially Presiding.

Respectfully Submitted,

McNEES WALLACE & NURICK LLC

By 
 Kandice J. Giurintano
 Atty. I.D. No. 86345
 100 Pine Street
 P.O. Box 1166
 Harrisburg, PA 17108
 (717) 232-8000

Dated: October 31, 2003

FILED

NOV 03 2003

William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I hereby certify that on this date a true and correct copy of the foregoing document was served via Federal Express upon the following:

Kimberly M. Kubista, Esquire
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

The Honorable J. Michael Williamson
Clinton County Court of Common Pleas
230 E. Water Street
Lock Haven, PA 17745

William Shaw
Clearfield County Clerk of Courts
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

David S. Meholick
Clearfield County Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Thomas Snyder
Court Reporter's Office
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830


Kandice J. Giurintano

Dated: October 31, 2003

FILED *Mo*
Mo: 2694
NOV 03 2003 *cc*

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

CARL A. BELIN, JR., and CAROL A BELIN)
and DAVID G. GALLAGHER and JEAN H.)
GALLAGHER,)
Plaintiffs)

v.)

NO. 01 - 2017-C.D.)

INTERGOLF,)
Defendant)

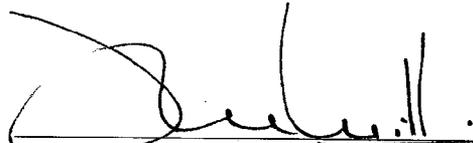
ORDER

NOW, this 3rd day of November, 2003, upon consideration of Defendant's Motion for Post-Trial Relief and Request for Transcript, IT IS HEREBY ORDERED as follows:

1. The Motion for Post-Trial Relief is DISMISSED without hearing.
2. No transcript shall be prepared unless a timely appeal is filed with the

Commonwealth Court.

BY THE COURT:



J. Michael Williamson, Judge

xc: Kimberly M. Kubista, Esquire
Kandice J. Giurintano, Esquire
Court Administrator

J. MICHAEL WILLIAMSON
JUDGE
COURT OF COMMON PLEAS
25TH JUDICIAL DISTRICT
OF PENNSYLVANIA
COURT HOUSE
LOCK HAVEN, PA 17745

FILED

NOV 06 2003

William A. Shaw
Prothonotary/Clerk of Courts

FILED *copies already distributed*

W
NOV 11 11:48 AM
NOV 06 2003

William A. Shaw
Prothonotary/Clerk of Courts



JUDGES CHAMBERS
TWENTY-FIFTH JUDICIAL DISTRICT OF PENNSYLVANIA
LOCK HAVEN, PENNSYLVANIA 17745

J. MICHAEL WILLIAMSON
JUDGE

570-893-4014
FAX 570-893-4126

November 5, 2003

William Shaw, Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: Belin v. Intergolf
No. 01-2017-C.D.

Dear Mr. Shaw:

Please file the enclosed Order in the above referenced matter. All copies have been distributed.

Thank you.

Very truly yours,

A handwritten signature in cursive script that reads "Carol E. Miller".

Carol E. Miller
Secretary to Judge Williamson

Enclosure

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

BILL OF COSTS

Carl A. Belin Jr, Carol A. Belin,
David G. Gallaher, Jean H. Gallaher,

Vs.

2001-02017-CD

InterGolf,

Total \$400.00

<u>Amount</u>	<u>Document</u>	<u>Paid By</u>
\$80.00	Complaint	Attorney <i>Belin</i>
\$20.00	List for Arbitration	Attorney <i>Kubiak</i>
\$300.00	Arbitration Appeal	Attorney <i>Loenmill</i> <i>Kandice Kerwin</i>

Certified from the record this 10th day of December, 2003.

WILLIAM A. SHAW
PROTHONOTARY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CARL A. BELIN, JR. and
CAROL A. BELIN, and DAVID
G. GALLAHER and JEAN H.
GALLAHER,

Plaintiff

vs.

INTERGOLF,

Defendant

No. 01-2017-CD

PRAECIPE TO ENTER
JUDGMENT

Filed on behalf of Plaintiff

Counsel of Record for this party:

Kimberly M. Kubista
PA ID #52782

BELIN & KUBISTA
15 North Front St.
Clearfield, PA 16830

(814) 765-8972

FILED

DEC 11 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CARL A. BELIN, JR. and
CAROL A. BELIN, and DAVID
G. GALLAHER and JEAN H.
GALLAHER,

Plaintiff

vs.

INTERGOLF,

Defendant

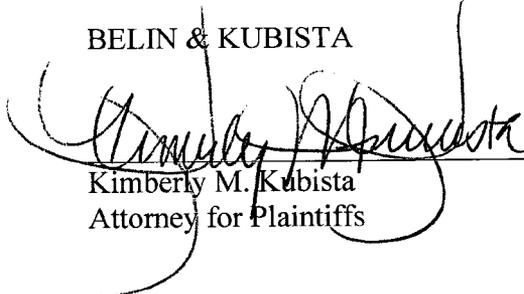
No. 01-2017-CD

PRAECIPE TO ENTER JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment against the Defendant, Perry Travel, Inc. d/b/a InterGolf, in favor of Plaintiffs, CARL A. BELIN, JR. and CAROL A. BELIN, pursuant to Verdict dated October 24, 2003 in the amount of \$4,900.00, plus interest from October 1, 2001 to December 1, 2003 totaling \$5,512.50 and DAVID G. GALLAHER and JEAN H. GALLAHER, pursuant to Verdict dated October 24, 2003 in the amount of \$4,900.00, plus interest from October 1, 2001 to December 1, 2003 totaling \$5,512.50 and costs of suit.

BELIN & KUBISTA


Kimberly M. Kubista
Attorney for Plaintiffs

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Carl A. Belin Jr
Carol A. Belin
David G. Gallaher
Jean H. Gallaher
Plaintiff(s)

Vs.

InterGolf
Defendant(s)

No.: 2001-02017-CD

Real Debt: \$9,800.00

Atty's Comm: \$

Costs: \$

Int. From: \$

Entry: \$20.00

Instrument: Judgment

Date of Entry: December 11, 2003

Expires: December 11, 2008

Certified from the record this 11th day of December, 2003

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt,
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CARL A. BELIN, JR. and
CAROL A. BELIN, and DAVID
G. GALLAHER and JEAN H.
GALLAHER,

Plaintiff

vs.

INTERGOLF,

Defendant

No. 01-2017-CD

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$9,800.00 plus interest and costs of suit on _____, 2003.

Prothonotary,

William B. Shaw

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, :
Plaintiffs :

vs.

PERRY TRAVEL, INC., :
d/b/a INTERGOLF, :
Defendant :

NO. 01 - 2017 - C.D.

CERTIFICATE OF SERVICE
OF PLAINTIFF'S
POSTJUDGMENT
INTERROGATORIES ADDRESSED
TO DEFENDANT

Filed on Behalf of:
Plaintiffs

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

Kimberly M. Kubista, Esquire
PA I.D. #52782

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED

DEC 18 2003

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
PERRY TRAVEL, INC. :
D/b/a INTERGOLF, :
Defendant :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent an original and a copy of Plaintiffs' Postjudgment Interrogatories Addressed to Defendant in the above-captioned matter to the following party by postage prepaid United States first class mail on the 18th day of December, 2003:

Kandice J. Giurintano, Esquire
McNees, Wallace & Nurick, LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

BELIN & KUBISTA

By 
Kimberly M. Kubista, Esq.

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
PERRY TRAVEL, INC., : PRAECIPE
d/b/a INTERGOLF, :
Defendant :

FILED ON BEHALF OF:
Plaintiffs

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

Kimberly M. Kubista, Esquire
PA I.D. #52782

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED

0 10:51 AM Pd 9.00
Court to atty.

OCT 25 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

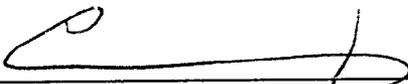
CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
PERRY TRAVEL, INC., :
d/b/a INTERGOLF, :
Defendant :

PRAECIPE

TO THE PROTHONOTARY:

Please mark the judgment entered in the above-captioned
action on June 9, 2004, in the amount of \$12,488.00 satisfied.

BELIN & KUBISTA



Carl A. Belin, Jr., Esquire

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2001-02017-CD

Carl A. Belin Jr
Carol A. Belin
David G. Gallaher
Jean H. Gallaher

Vs.

InterGolf

Debt: \$12,488.00

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Monday, October 25, 2004 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 25th day of October, A.D. 2004.

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. : PRAECIPE TO EXEMPLIFY
PERRY TRAVEL, INC., : RECORD
d/b/a INTERGOLF, :
Defendant :

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

Kimberly M. Kubista, Esquire
PA I.D. #52782

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

JUN 09 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
PERRY TRAVEL, INC., :
d/b/a INTERGOLF, :
Defendant :

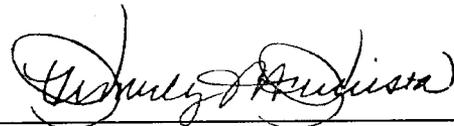
PRAECIPE TO EXEMPLIFY RECORD

TO THE PROTHONOTARY:

Please exemplify record to transfer judgment to Georgia.

BELIN & KUBISTA

BY



Kimberly M. Kubista, Esquire
Attorney for Plaintiff

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

FILED REC
01:03/04
JUN 09 2004
Atty Kubista

William A. Shaw
Prothonotary/Clerk of Courts

Atty pd 15:00

Certification & Certified
Docket Entries to Atty Kubista

Callahan Executed Triple Seal forwarded
to Atty Kubista

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
OFFICE OF THE PROTHONOTARY**

**Carl A. Belin Jr., and
Carol A. Belin, and
David G. Gallaher, and
Jean H. Gallaher**

Vs.

NO. 2001-02017-CD

**Perry Travel, Inc.,
d/b/a InterGolf**

CERTIFICATION OF DOCKET ENTRIES AND JUDGMENT

I, William A. Shaw, Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, do hereby certify that the attached is a certified and full copy of the docket entries in the above captioned case.

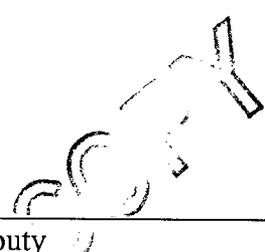
I further certify that a Judgment was entered in the above captioned matter in favor of Carl A. Belin Jr., and Carol A. Belin, and David G. Gallaher, and Jean H. Gallaher and against Perry Travel, Inc., d/b/a InterGolf on June 9, 2004, in the amount of \$12,488.00.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, on the 9th day of June, A.D., 2004.

William A. Shaw
Prothonotary

BY: _____

Deputy



Civil Other

Date		Judge
12/18/2001	Filing: Civil Complaint Paid by: Belin, Carl A Jr (plaintiff) Receipt number: 1835668 Dated: 12/18/2001 Amount: \$80.00 (Check) Three CC Attorney Belin	No Judge
01/09/2002	Affidavit of Service, Complaint upon Defendant, InterGolf. Filed by s/Carl A. Belin, Jr., Esq. no cc	No Judge
01/10/2002	Praecipe For Entry of Appearance on behalf of Defendant. Filed by s/Kandice J. Kerwin, Esq. no cc	No Judge
01/14/2002	Answer and New Matter. Filed by s/Kandice J. Kerwin, Esq. Verification s/Gordon Dalgleish Certificate of Service 2 cc Atty Kerwin	No Judge
01/31/2002	Reply to New Matter. Filed by s/Carl A. Belin, Jr., Esq. Verification s/Carl A. Belin, Jr., Esq. s/Carol A. Belin s/David G. Gallaher s/Jean H. Gallaher Cert of Svc 3 cc Atty Belin	No Judge
04/29/2002	Certificate of Service, Plaintiffs' Answers to Defendant's Interrogatories, upon Kandice J. Kerwin, Esq. Filed by s/Carl A. Belin, Jr., Esq. no cc	No Judge
06/11/2002	Certificate of Service, Plaintiffs' Answers to Defendant's Request for Production of Documents, upon Kandice J. Kerwin, Esq. Filed by s/Carl A. Belin, Jr., Esq. no cc	No Judge
06/11/2002	Filing: Praecipe/List For Arbitration Paid by: Kimberly Kubista, Esquire Receipt number: 1843862 Dated: 06/11/2002 Amount: \$20.00 (Check) Praecipe to Place on Arbitration List. Filed by s/Kimberly M. Kubista, Esq. 3 cc Atty Kubista Copy CA	No Judge
11/12/2002	Praecipe To Enter Appearance on behalf of the Plaintiffs. Filed by s/Kimberly M. Kubista, Esq. 3 cc to Atty Kubista	No Judge
11/12/2002	Certificate of Service, Plaintiffs' Pre-Trial Memorandum upon Atty Kerwin, Mattern II, Noble, and Mikesell, II filed by s/Kimberly M. Kubista, Esq. no cc	No Judge
12/17/2002	December 17, 2002, Oath or Affirmation of Arbitrators, filed. Award of Arbitrators, Amount of Judgment in favor of Carl A. and Carol A. Belin is \$4,900.00 and Judgment in favor of David G. and Jean H. Gallaher is \$4,900.00 plus interest from December 18th 2001. s/J. Richard Mattern, II, Esq., s/Theron G. Noble, Esq. s/Warren B. Mikesell, II Esq. Entry of Award, Witness My Hand and the Seal of the Court, William A. Shaw. Prothonotary.	No Judge
01/15/2003	Filing: Arbitration Appeal Paid by: H. Gemmill-McNees Wallace & Nurick Receipt number: 1854049 Dated: 01/15/2003 Amount: \$300.00 (Check)	No Judge
01/20/2003	Notice of Appeal From Award of Board of Arbitrators. filed by s/Kandice J. Kerwin, Esquire 1 cc CA, 2 cc Atty	No Judge
01/20/2003	Praecipe For Trial. filed by s/Kimberly M. Kubista, Esquire Certificate of Service 1 cc Copy to CA	No Judge
04/11/2003	Amended Praecipe For Trial. filed by s/Kimberly M. Kubista, Esquire Certificate of Service 1 cc Copy to CA	No Judge
04/11/2003	PRE-TRIAL ORDER, NOW, this 11th day of April, 2003, re: DEFENDANT shall file such Motions in Limine as it deems appropriate within 30 days from date hereof. It is the further ORDER of this Court that determination of said Motions and non-jury trial shall be heard by a Judge from outside this Court's judicial district and the Court Administrator is directed to make arrangements for the same forthwith. by the Court, s/JKR, JR., P.J. 1 cc Atty Kubista, Kerwin	John K. Reilly Jr.
05/12/2003	Motion in Limine of Defendant Intergolf, filed by s/Kandice J. Kerwin No CC	John K. Reilly Jr.
05/27/2003	Answer To Motion In Limine. filed by s/Kimberly M. Kubista, Esquire Certificate of Service 3 cc Atty Belin	John K. Reilly Jr.

Date: 06/09/2004

Clearfield County Court of Common Pleas

User: HUDSON

Time: 01:39 PM

ROA Report

Page 3 of 3

Case: 2001-02017-CD

Current Judge: J. Michael Williamson

Carl A. Belin Jr, Carol A. Belin, David G. Gallaher, Jean H. Gallaher vs. InterGolf

Civil Other

Date	Judge
06/09/2004	J. Michael Williamson

Filing: Praeipce to Enter Judgment Paid by: Kubista, Kimberly M. (attorney J. Michael Williamson for Belin, Carl A. Jr) Receipt number: 1880682 Dated: 06/09/2004 Amount: \$20.00 (Check) One CC to Attorney Kubista Notice to the Defendant
Judgment is entered in favor of the Plaintiff and against the Defendant in the amount of \$12,488.00.
Filing: Praeipce to Exemplify Record Paid by: Kubista, Kimberly M. (attorney for Belin, Carl A. Jr) Receipt number: 1880682 Dated: 06/09/2004 Amount: \$15.00 (Check) Two CC Attorney Kubista

I hereby certify this to be a true and attested copy of the original statement filed in this case.

JUN 09 2004

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

COPY

June 11, 2004

Honorable J. Michael Williamson, Judge
230 E. Water Street
Lock Haven, PA 17745

Re: Belin vs. Perry Travel, Inc.

Dear Judge Williamson,

Enclosed, please find copies of a Praecipe to Enter Judgment, Praecipe to Exemplify Record, and related documents for your records. Kimberly M. Kubista, Esq. is seeking to exemplify the judgment to the State of Georgia.

Kimberly Kubista's office has requested that a triple seal form be completed. Please sign the enclosed triple seal form and return it to my office in the enclosed self-addressed stamped envelope. Thank you for your time. If you have any questions, please contact me at (814) 765-2641, ext. 1331.

Sincerely,

William A. Shaw
Prothonotary/Clerk of Courts

Enclosures

WAS/brh

COPY

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

I, **William A. Shaw**, Prothonotary/Clerk of Courts of Common Pleas in and for said County, do hereby certify that the foregoing is an exemplification of the judgment entered in the case therein stated, wherein

**Carl A. Belin, Jr., and Carol A. Belin,
and David G. Gallaher, and Jean H. Gallaher**

VS

**Perry Travel, Inc., d/b/a Intergolf
01-2017-CD**

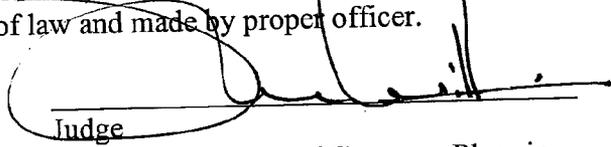
So full and entire as the same remains of record before the said Court, at No. **01-2017-CD**

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 9th Day of June, 2004.



Prothonotary/Clerk of Courts

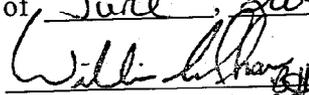
I, **J. Michael Williamson**, Twenty-fifth Judicial District Judge, Specially Presiding for Forty-sixth Judicial District, do certify that **William A. Shaw**, by whom the annexed record, certificate and attestation were made and given, and who in his own proper handwriting, thereunto subscribed his name and affixed the seal of the Court of Common Pleas of said county, was at the time of so doing and now is Prothonotary/Clerk of Courts in and for said County of Clearfield, the Commonwealth of Pennsylvania, duly commissioned and qualified; to all of whose acts as such, full faith and credit are and ought to be given, as well in Courts of Judicature, as elsewhere, and that the said record, certificate and attestation are in due form of law and made by proper officer.



Judge

I, **William A. Shaw**, Prothonotary/Clerk of Courts of the Court of Common Pleas in and for said county, do certify that the Honorable **J. Michael Williamson**, Twenty-fifth Judicial District Judge, Specially Presiding for Forty-sixth Judicial District, by whom the foregoing attestation was made and who has thereunto subscribed his name was at the time of making thereof and still is Judge, in and for said county, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, this 16th day of June, 2004.



Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. : PRAECIPE TO ENTER
PERRY TRAVEL, INC., : JUDGMENT
d/b/a INTERGOLF, :
Defendant :

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

Kimberly M. Kubista, Esquire
PA I.D. #52782

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

JUN 09 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
PERRY TRAVEL, INC., :
d/b/a INTERGOLF, :
Defendant :

PRAECIPE TO ENTER JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment against the Defendant, Perry Travel, Inc., d/b/a Intergolf, in the amount of \$12,488.00, together with interest from June 1, 2004.

BELIN & KUBISTA


By _____
Kimberly M. Kubista, Esquire
Attorney for Plaintiff

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

FILED
JUN 09 2004

William A. Shaw
Prothonotary/Clerk of Courts

1 cc a Statement
to Atty Kudzista

Atty pd 20.00
Notice to Def.

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A.	:	
BELIN, and DAVID G. GALLAHER and	:	
JEAN H. GALLAHER,	:	NO. 01 - 2017 - C.D.
Plaintiffs	:	
	:	
vs.	:	
	:	
PERRY TRAVEL, INC.,	:	
d/b/a INTERGOLF,	:	
Defendant	:	

Notice is given that a JUDGMENT in the above-captioned matter has been entered against you in the amount of \$12,488.00 plus interest and costs on June 9, 2004.

PROTHONOTARY

William A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

Carl A. Belin Jr., and
Carol A. Belin, and
David G. Gallaher, and
Jean H. Gallaher
Plaintiff(s)

No.: 2001-02017-CD

Real Debt: \$12,488.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Perry Travel, Inc., d/b/a InterGolf
Defendant(s)

Entry: \$20.00

Instrument: Judgment

Date of Entry: June 9, 2004

Expires: June 9, 2009

Certified from the record this 9th day of June, 2004.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A.
BELIN, and DAVID G. GALLAHER and
JEAN H. GALLAHER,
Plaintiffs

vs.

PERRY TRAVEL, INC.,
d/b/a INTERGOLF,
Defendant

:
:
: NO. 01 - 2017 - C.D.
:
: CERTIFICATE OF SERVICE
: OF PLAINTIFF'S
: POSTJUDGMENT
: INTERROGATORIES ADDRESSED
: TO DEFENDANT
:

Filed on Behalf of:
Plaintiffs

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

Kimberly M. Kubista, Esquire
PA I.D. #52782

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED

JAN 06 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

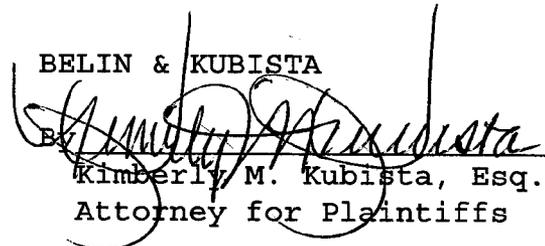
CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
PERRY TRAVEL, INC. :
D/b/a INTERGOLF, :
Defendant :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent an original and a copy of Plaintiffs' Postjudgment Interrogatories Addressed to Defendant in the above-captioned matter to the following party by postage prepaid United States first class mail on the 5th day of January, 2004:

Gordon Dalglish, President
Petty Travel, Inc.
t/a Intergolf
P.O. Box 500608
Atlanta, GA 31150-608

BELIN & KUBISTA

By 
Kimberly M. Kubista, Esq.
Attorney for Plaintiffs

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CARL A. BELIN, JR., and CAROL A. BELIN, : CIVIL ACTION
and DAVID G. GALLAHER and :
JEAN H. GALLAHER, :
Plaintiffs :
v. : NO. 01-2017-C.D.
INTERGOLF, :
Defendant :

FILED

FEB 11 2004

William A. Shaw
Prothonotary/Clerk of Courts

NOTICE OF NON-REPRESENTATION

TO THE PROTHONOTARY:

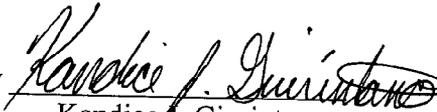
Pleased be advised and note of record that the undersigned has been discharged as counsel for Defendant in this matter. This case was concluded on December 11, 2003 by the entry of judgment. The defendant's address for service of any future papers is:

PerryGolf/InterGolf Vacations
P.O. Box 500608
Atlanta, GA 31150-0608

Counsel for Plaintiffs has been given notice of Defendant's non-representation by service of this Notice and by letters dated December 23, 2003 and February 9, 2004.

Respectfully Submitted,

McNEES WALLACE & NURICK LLC

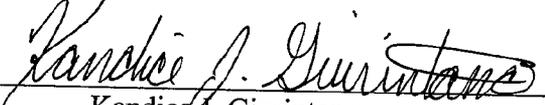
By 
Kandice J. Giurintano
Atty. I.D. No. 86345
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108
(717) 232-8000

Dated: February 9, 2004

CERTIFICATE OF SERVICE

I hereby certify that on this date a true and correct copy of the foregoing document was served via First Class U.S. Mail upon the following:

Kimberly M. Kubista, Esquire
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830


Kandice J. Giurintano

Dated: February 9, 2004

FILED

M 12:34 PM
FEB 11 2004

NO cc

WZB

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A.
BELIN, and DAVID G. GALLAHER and
JEAN H. GALLAHER,

Plaintiffs

vs.

PERRY TRAVEL, INC.,
d/b/a INTERGOLF,

Defendant

:
:
: NO. 01 - 2017 - C.D.
:
: PLAINTIFFS' MOTION
: FOR SANCTIONS
: AGAINST DEFENDANT
:
:
:

Filed on Behalf of:
Plaintiffs

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

Kimberly M. Kubista, Esquire
PA I.D. #52782

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED

FEB 18 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
PERRY TRAVEL, INC., :
d/b/a INTERGOLF, :
Defendant :

PLAINTIFFS' MOTION FOR SANCTIONS AGAINST DEFENDANT
FOR DEFENDANT'S FAILURE TO ANSWER PLAINTIFFS'
INTERROGATORIES TO DEFENDANT

Plaintiffs Carl A. Belin, Jr., and Carol A. Belin, and David G. Gallaher and Jean H. Gallaher ("**Belin**"), by their undersigned counsel, hereby move this Court to enter an order pursuant to Pa.R.C.P. Nos. 3117(a) and 4019(a)(1)(i) directing Defendant, Perry Travel, Inc., t/a Intergolf ("**Intergolf**"), to serve full and complete answers to Plaintiffs Interrogatories propounded to Defendant or suffer sanctions, and in support thereof aver as follows:

1. That Belin filed a complaint on December 18, 2001 for monies paid for a golf trip that was cancelled.

2. That after pleadings closed, the matter was set for arbitration and following hearing on December 17, 2002, a verdict was entered in favor of Belin and against Intergolf.

3. That Intergolf appealed from the arbitrator's decision and a non jury trial was held on October 24, 2003, before the Honorable J. Michael Williamson, Specially Presiding, who entered a verdict in favor of Belin and against Intergolf.

4. That Intergolf filed post trial motions on October 31, 2003, which were denied by Judge Williamson on November 3, 2003.

5. That judgment was entered on the verdict on December 11, 2003, and Intergolf and its counsel has ignored the request for payment and thereafter interrogatories were submitted post judgment as to Intergolf's assets.

6. On December 18, 2003, Plaintiffs served a set of Postjudgment Interrogatories upon counsel for Defendant as well as Intergolf by direct mail. A copy of Plaintiffs' Interrogatories to Defendant and Plaintiffs' transmittal letter to counsel of December 18, 2003, are attached as Exhibit "A." A copy of Plaintiffs' transmittal letter to the Defendant dated January 5, 2004, is hereto attached as Exhibit "B."

7. Pursuant to Pa. R.C.P. No. 4006(a)(2), Defendant's answers and objections, if any, to the interrogatories were due on or before February 4, 2004.

8. A period of more than thirty (30) days has elapsed since the interrogatories were served upon counsel for Defendant and Intergolf by direct mail, and no response of any kind has been provided.

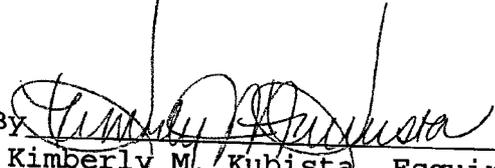
9. By letter dated February 4, 2004, counsel for Defendant and Intergolf by direct mail, were notified by counsel for Plaintiffs that Defendant's responses to the said interrogatories were overdue, and that a motion would be filed if answers were not transmitted on or before February 16, 2004. A true and correct copy of Plaintiffs' letter of February 4, 2004, is attached hereto as Exhibit "C."

10. For the foregoing reasons, Plaintiffs believe and aver that Defendant will not answer Plaintiffs' interrogatories absent a court order pursuant to Pa. R.C.P. No. 4019(a)(1)(i).

WHEREFORE, Plaintiffs request that the Court enter an order directing Defendant to file full and complete answers to Plaintiffs' Interrogatories to Plaintiffs within twenty (20)

days or suffer appropriate sanctions to be imposed upon further application to the court.

BELIN & KUBISTA

BY 
Kimberly M. Kubista, Esquire
Attorney for Plaintiffs

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

December 18, 2003

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA
JOHN R. RYAN

CARL A. BELIN
1901-1997

AREA CODE 814
TELEPHONE 765-8972
FAX (814) 765-9893

Kandice J. Giurintano, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

In re: Carl A. Belin, Jr., Carol A. Belin, David G.
Gallaher, and Jean H. Gallaher v. InterGolf
No. 01-2017-CD

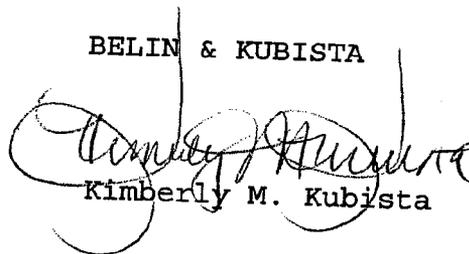
Dear Ms. Giurintano:

Enclosed find original and copy of discovery in aid of execution. We checked with the Prothonotary's office today and you still are the counsel of record. Consequently, we are forwarding these to you for disposition.

If Intergolf sends the check it will moot the discovery. In the event they do not, we intend to proceed and require answering of the Interrogatories.

Sincerely,

BELIN & KUBISTA



Kimberly M. Kubista

CABjr:smh

Enclosures

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, :
Plaintiffs :

NO. 01 - 2017 - C.D.

vs. :

POST JUDGMENT
INTERROGATORYES
ADDRESSED TO DEFENDANT

PERRY TRAVEL, INC.
d/b/a INTERGOLF,

Defendant :

POSTJUDGMENT INTERROGATORIES ADDRESSED TO DEFENDANT

Plaintiffs, by their counsel Kimberly M. Kubista, of Belin & Kubista, hereby demand that the above-named defendant answer the following interrogatories, under oath, pursuant to the Rules of Civil Procedure, within thirty (30) days after date of service hereof. These interrogatories shall be deemed continuing, so as to require supplemental answers if the affiant or anyone on defendant's behalf obtains further information between the time the answers are served and the time of trial. The foregoing instructions are deemed to be incorporated in the interrogatories, which must be answered strictly in accordance with those instructions.

GENERAL INSTRUCTIONS

A. If the interrogatory is answered based upon information not within the affiant's direct personal knowledge, identify the person and records supplying the information in accordance with all the following instructions concerning identification of persons and records.

B. The word *describe* when referring to an inspection (which is deemed to include the terms *analysis, comparison, evaluation, test, or investigation*) requests the following information:

1. Identify the person or persons conducting the inspection in accordance with the instructions for identifying persons;
2. State the purpose of the inspections;
3. Summarize the method and procedure used in conducting the inspection;
4. Set forth the result of the inspection;
5. Give the date of the inspection;
6. State if a report or other writing was made of or concerning the inspection;
7. Identify the report or other writing in accordance with the instructions for identifying documents;
8. State whether the inspection was conducted in the ordinary course of defendant's business;

C. The word *identify* when referring to persons requests the following information about the persons:

1. Name, nicknames, maiden name, married name[s], and aliases;
2. Residence and business addresses;
3. Residence and business telephone numbers;
4. Job title, position, and description of association with any party;
5. Duties with any party;
6. Dates of associations with any party;
7. Name, address, and telephone number of current association if no longer associated with defendant;
8. Educational and professional background;
9. If an outside consultant, state the name and address of persons, employer, and the dates that he performed services for defendant.

D. The word *identify*, when referring to a corporation, partnership, proprietorship, unincorporated association, trust, government agency, or other entity, requests the following about the entity:

1. Name and fictitious name registrations (including all information recorded in such registrations and the date and location of the registrations);
2. Addresses;

3. Type or form of entity;
4. Nature of relationship with any party;
5. Dates of relationship with any party.

E. The word *identify* when referring to a record (which is deemed to include, but not be limited to mean, any report, memorandum, writing, correspondence, tape, audio reproduction, computer program, notes, or other manual, stenographic, mechanical, or electronic form of record) requests the following information:

1. Description of the type of record;
2. Title of record and date it was made;
3. Detailed description of the contents and subject matter of the record (or provide a copy of the record);
4. Identification of the person or persons contributing to drafting and making the record;
5. Identification of the custodian of this record in accordance with the instructions for identifying persons;
6. The current location of the record;
7. Whether the record was made in the ordinary course of business and, if not, the circumstances under which it was made;
8. The reason why the record was kept or not kept.

Each interrogatory and subpart is to be deemed severable. If an objection is made to answering any interrogatory or subpart

thereof, the remainder should be answered.

Your answers are not limited by the space provided. Attach additional sheets referencing your answers to each interrogatory as needed.

INTERROGATORIES

1. REAL ESTATE: Does the defendant have ownership interest in any real estate anywhere in the United States? If so, set forth a brief description thereof. Include the structure and lot size and type of construction; the location, including the state, county, and municipality; the volume and page number of the official record thereof; and state whether the defendant owns it solely or together with any other person or persons and give their full names and addresses. Supply the current value of the properties and the basis for the valuation (estimate, tax assessment, appraisal, etc.). If any of the above properties are mortgaged, supply the name and addresses of the lenders, the date and amount of the mortgage, where it is recorded, the monthly payments, and the balance now due. Also, supply the purchase date, purchase price, and the name of the party from whom the property was purchased.

ANSWER:

2. TRANSFERS OF REAL ESTATE: In the six years preceding the date of these interrogatories, has the defendant transferred any real property either by sale, gift, exchange, or otherwise? If so, please give a description of the property so transferred, the method or manner of transfer, the name of the person, firm, or other entity to whom transferred, the consideration or amount received by the defendant, and the time and place of the transfer.

ANSWER:

3. TRANSFERRED ASSETS AND GIFTS: If, in the preceding six years, the defendant has transferred any assets (real property, personal property, chose in action), not covered by the immediate preceding interrogatory, to any person, and/or, if the defendant has given any gift valued at more than \$250.00, of any asset, including money, to any person, set forth, in detail, a description of the property, the type of transaction, and the name and address of the transferee or recipient.

ANSWER:

4. AGREEMENTS: State whether the defendant has any agreements involving the purchase of any real estate anywhere in the United States. If so, state with whom this agreement is made, and state whether or not any persons are joined with the defendant in the agreement. Supply full names and addresses of all parties concerned. If the agreement is recorded, provide the state and county of recordation, with volume and page numbers.

ANSWER:

5. ACCOUNTS RECEIVABLE, DEBTS, NOTES, & JUDGMENTS: State the names and addresses of any and all persons whom the defendant believes owes the defendant money, and set forth in detail the amount of money owed, the terms of payment, and whether or not the defendant has written evidence of this indebtedness, and if so, the location thereof. Also state whether the matter is in litigation, and if so, give full details. If the defendant holds mortgages or judgments as security for any of these debts, state where and when such was recorded or entered, and the county, book, page number, and term where recorded. If the defendant holds this judgment or mortgage jointly with any other person or persons, give their name and address.

ANSWER:

6. INSURANCE: State whether or not the defendant is the owner of any life insurance contracts. If so, state the persons whose lives are insured, the serial or policy number or numbers of the contracts, the face amount, the exact name and address of the insurance companies, the named beneficiary or beneficiaries, and the beneficiary's present address. If the defendant owns this insurance jointly with any other person or persons, give that person's name and address. State whether such policies are term, whole life, or some other type of policy. State also whether such policies have any cash value and whether there exist any loans against such policies and, if so, state all amounts.

ANSWER:

7. GOVERNMENT, MUNICIPAL, OR CORPORATE BONDS: State whether or not the defendant owns individually or jointly any corporate or governmental bonds. If so, include the face amount, serial numbers, and maturity dates and state the present location thereof. If the defendant owns any of these bonds jointly with any other person or persons, give that person's name and address.

ANSWER:

8. SHARES OR INTEREST: State whether or not the defendant owns any stocks, shares, or interest in any corporation or unincorporated association or partnership interest, limited or general, and state the location thereof. Include the names and addresses of the organizations and the serial numbers of the shares or stocks. If the defendant owns any of the stocks, shares, or interest jointly with any other person or persons, give that person's name and address.

ANSWER:

9. ANNUITY(IES): State whether or not the defendant owns any annuities, or is a beneficiary in any annuities crated by others and state the company and amount of the income from said annuity. Include the name(s) and address(es) of the organization paying the annuity(ies). IF the defendant owns any of the annuity(ies) jointly with any other person or persons, give that person's(s') name and address.

ANSWER:

10. DEPOSITORY ACCOUNTS: State whether or not the defendant maintains any checking, savings, or other depository accounts. If so, state the name and location of the depository institution and the branch or branches thereof, the identification numbers of those accounts, and the amount the defendant has in each account. If the defendant maintains any of these jointly with another person, give that person's name and address.

ANSWER:

11. SAFETY DEPOSIT BOXES: State whether or not the defendant maintains any safety deposit boxes. If so, include the name of the institution, branch or branches, and the identification number or other designation of the box or boxes. Include a full description of the contents and the amount of cash among those contents. If the defendant maintains any of these jointly with another person, give that person's full name and address.

ANSWER:

12. PERSONAL PROPERTY: State whether or not the defendant owns any personal property. Include a full description of all machinery, equipment, inventory, furniture, fixtures, furnishings, and any other items of personal property with full description, giving full value and present location. State also whether or not there are any encumbrances or liens on that property and, if so, the name and address of the encumbrance or lien holder, the present balance owing on that encumbrance, and the transaction that gave rise to the existence of the encumbrance. State where and when the encumbrance or lien was recorded. If the defendant owns any personal property jointly with any other person or persons, give that person's name and address.

ANSWER:

14. MOTOR VEHICLES: State whether or not the defendant owns or has any rights in any motor vehicles. Include a full description of each motor vehicle including color, model, title number, serial number, and registration plate number. Also show the name or names in which each motor vehicle is registered, the present value of each motor vehicle, and each vehicle's present location and place of regular storage, garaging, or parking. State also whether or not there are any encumbrances on those motor vehicles and, if so, the name and address of the encumbrance holder, the date of the encumbrance, the original amount of that encumbrance, the present balance of the encumbrance, and the transaction that gave rise to the existence of the encumbrance. If not owned, state the extent of the defendant's rights in and to such vehicles.

ANSWER:

15. OTHER ASSETS: If the defendant has an ownership interest, possession, or any other interest in any assets, claims, or accounts receivables that are not disclosed in the preceding interrogatories, please set forth all details concerning those interests.

ANSWER:

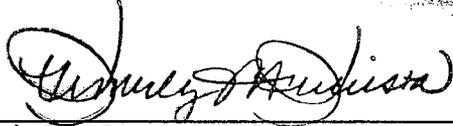
16. (a) If you are an individual, state your social security number and Pennsylvania (or other state) motor vehicle operator's license number.

(b) If you are a corporation, state your federal tax identification number, date, and state of your incorporation.

ANSWER:

BELIN & KUBISTA

By



Kimberly M. Kubista, Esquire,
Attorney for Plaintiffs

DATE: 1/5/04

VERIFICATION

Understanding that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, Unsworn Falsification to Authorities, I verify that I am a defendant in the above matter and that, after inquiry, the facts set forth in the foregoing answers to postjudgment interrogatories are true, correct, and complete to the best of my knowledge, information, and belief.

DATE: _____

Present Address

Telephone Number

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA
JOHN R. RYAN

CARL A. BELIN
1901-1997
AREA CODE 814
TELEPHONE 765-8972
FAX (814) 765-9893

January 5, 2004

Gordon Dalgleish, President
Perry Travel, Inc.
t/a Intergolf
P.O. Box 500608
Atlanta, GA 31150-0608

In re: Carl A. Belin, Jr., and Carol A. Belin, and David
G. Gallaher and Jean H. Gallaher v. InterGolf
No. 01-2017-CD

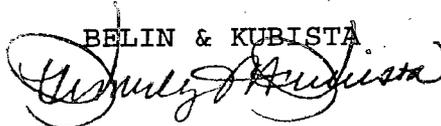
Dear Mr. Dalgleish:

Enclosed find Interrogatories being submitted to you in accordance with the Pennsylvania Rules of Civil Procedure for discovery in connection with the judgment entered against you in the above-captioned matter on December 11, 2003, in the amount of \$9,800.00.

Under the Rules you are to answer the Interrogatories and return to this office, otherwise the matter will be presented to the Court for appropriate sanctions including possible additional civil penalties. We had submitted these to your counsel of record but they indicated to me they no long represent you, so we are forwarding these directly to you for answer.

Sincerely,

BELIN & KUBISTA



Kimberly M. Kubista

KMK:smh

Enclosure

cc: Kandice J. Giurintano, Esquire
w/o enclosure

Exhibit "B"

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

February 4, 2004

CARL A. BELIN
1901-1997

AREA CODE 814
TELEPHONE 765-8972
FAX (814) 765-9893

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA
JOHN R. RYAN

Kandice J. Giurintano, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Gordon Dalgleish, President
Perry Travel, Inc.
t/a Intergolf
P.O. Box 500608
Atlanta, GA 31150-0608

In re: Carl A. Belin, Jr., Carol A. Belin, David G.
Gallaher, and Jean H. Gallaher v. InterGolf
No. 01-2017-CD

Dear Sir and Madame:

On January 5, 2004, we forwarded to you Interrogatories in accordance with Pennsylvania Rule of Civil Procedure No. 3117(a) and by incorporation 4019(a)(1). We have not received an answer from you as to these Interrogatories. If we do not receive an answer from you by February 16, 2004, we intend to seek an order of court under Pennsylvania Rule of Civil Procedure No. 4019(a)(1)(i) which will commence the sanction process under the Rules. We would call to your attention that this may trigger contempt proceedings and a punishment by the court for a failure to file such answers to Interrogatories.

Sincerely,

BELIN & KUBISTA


Kimberly M. Kubista

KMK:smh

cc: Mr. and Mrs. David G. Gallaher

Exhibit "C"

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

CR

FILED
Prothonotary/Clerk of Courts

William A. Shaw

FEB 18 2004

FILED 4CC

10:35 AM

Angela Kubista

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. : PLAINTIFFS' MOTION
PERRY TRAVEL, INC., : FOR SANCTIONS
d/b/a INTERGOLF, : AGAINST DEFENDANT
Defendant :

Filed on Behalf of:
Plaintiffs

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

Kimberly M. Kubista, Esquire
PA I.D. #52782

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED

APR 05 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
PERRY TRAVEL, INC., :
d/b/a INTERGOLF, :
Defendant :

PLAINTIFFS' MOTION FOR SANCTIONS AGAINST DEFENDANT

Plaintiffs Carl A. Belin, Jr., and Carol A. Belin, and David G. Gallaher and Jean H. Gallaher ("**Belin**"), by their undersigned counsel, hereby move this Court to enter an order pursuant to Pa.R.C.P. Nos. 3117(a) and 4019 for failure to obey Order of this Honorable Court entered on February 23, 2004, directing Defendant to answer Plaintiffs' Interrogatories within twenty (20) days from the receipt of said Order or appropriate sanctions would be imposed upon further application to the Court, and in support thereof aver as follows:

1. That Belin filed a motion for sanctions against Defendant for Defendant's failure to answer Interrogatories on February 18, 2004.

2. That Belin served a copy of said Motion and Order of Court of February 23, 2004, directing that said answers were to be filed within twenty (20) days of the receipt of said Order, which Order was served by regular mail and certified mail on February 27, 2004.

3. That Defendant received the copy of the Motion and Order by regular first class mail as said mail was not returned to Belin & Kubista; that Defendant refused to accept the copy of the Motion and Order that was served by certified mail, which the mail was unclaimed and returned on the first attempted delivery as set forth in Exhibit "A" which is hereto attached and made a part hereof.

4. That Paragraphs 1 through 10 of Plaintiffs' Motion for Sanctions Against Defendant For Defendant's Failure to Answer Plaintiffs' Interrogatories to Defendant are hereby incorporated by reference and made a part hereof. Summarily, Belin filed a Complaint on December 18, 2001, for monies paid for a golf trip that was cancelled and that after a jury trial before Your Honorable Court a verdict was entered in favor of Belin and against Intergolf and judgment was entered on that verdict on December 11, 2003. That Post Judgment Interrogatories were served on December 18, 2003, both on

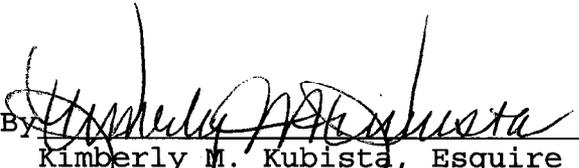
Defendant and the then counsel, Kandice J. Giurintano of McNeese Wallace & Nurick.

5. That Defendant has refused to comply with the Court Order and answer the Interrogatories directed to it by Belin.

6. That Belin proposes to the Court that monetary sanctions be imposed for the failure of Intergolf to respond to said Interrogatories and that said monetary sanctions continue for some period of time to enforce compliance with the Court's Order and that said monetary sanctions be added to the judgment in favor of Belin against Intergolf.

WHEREFORE, Plaintiffs request that Your Honorable Court enter an order for sanctions in accordance with the proposal set forth in this Motion.

BELIN & KUBISTA

By 
Kimberly M. Kubista, Esquire
Attorney for Plaintiffs



U.S. POSTAGE
0557
METER 169589

FIRST CLASS MAIL

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

RETURNED TO SENDER
REASON CHECKED
Unclaimed Refused
Attempted delivery
Insufficient address
No such street number
No such office in state
Do not remain in this envelope

3-20
3-27
4-6

CERTIFIED MAIL
7001 2510 0002 6639 6590

*Certified mail
Return receipt req. voided*

PS Form 3811, July 1999 102595-99-M-1789

2. Article 7001 2510 0002 6639 6590

1. Article Addressed to:
Gordon Dalgleish, Pres.
Perry Travel, Inc.
t/a Intergolf
P.O. Box 500608
Atlanta, GA 31150-0608

3. Service Type
 Certified Mail
 Express Mail
 Registered
 Insured Mail
 Return Receipt for Merchandise
 C.O.D.

4. Restricted Delivery? (Extra Fee)
 Yes
 No

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

C. Signature Agent Addressee

A. Received by (Please Print Clearly) B. Date of Delivery

COMPLETE THIS SECTION ON DELIVERY

SENDER: COMPLETE THIS SECTION

Intergolf

*Certified mail
Return receipt req. voided*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

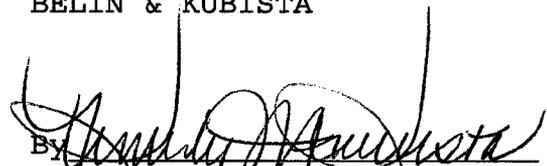
CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
PERRY TRAVEL, INC. :
D/b/a INTERGOLF, :
Defendant :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Plaintiffs' Motion for Sanctions Against Defendant in the above-captioned matter to the following party by postage prepaid United States first class mail on the 5th day of April, 2004:

Gordon Dalgleish, President
Petty Travel, Inc.
t/a Intergolf
P.O. Box 500608
Atlanta, GA 31150-608

BELIN & KUBISTA

By 
Kimberly M. Kubista, Esq.
Attorney for Plaintiffs

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

C.2

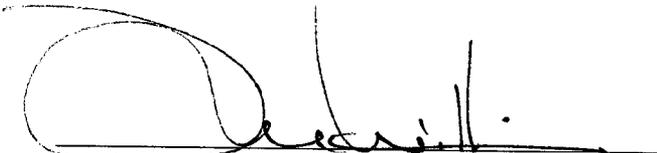
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A.)
BELIN, and DAVID G. GALLAHER)
and JEAN H. GALLAHER,)
Plaintiffs)
v.) NO. 01 - 2017 - C.D.
PERRY TRAVEL, INC., d/b/a)
INTERGOLF,)
Defendant)

ORDER

NOW, this 16th day of April, 2004, Defendant having failed to comply with our Order of February 23, 2004, directing it to respond to Plaintiffs' Interrogatories, IT IS HEREBY ORDERED that a civil penalty of Two Hundred (\$200.00) Dollars is imposed upon Defendant to compensate Plaintiffs for their additional counsel fees and a further penalty of Twenty (\$20.00) Dollars per day from the date of this Order shall be imposed upon Defendant as a civil sanction until the Interrogatories are answered.

BY THE COURT:


J. Michael Williamson, Judge

xc: Kimberly M. Kubista, Esquire
Perry Travel, Inc., Defendant
Court Administrator

J. MICHAEL WILLIAMSON
JUDGE
COURT OF COMMON PLEAS
25TH JUDICIAL DISTRICT
OF PENNSYLVANIA
COURT HOUSE
LOCK HAVEN, PA 17745

FILED

APR 20 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED

APR 20 2004

William A. Shaw
Prothonotary, Clerk of Courts

copies

dist. Dated

per letter

WAS



JUDGES CHAMBERS
TWENTY-FIFTH JUDICIAL DISTRICT OF PENNSYLVANIA
LOCK HAVEN, PENNSYLVANIA 17745

J. MICHAEL WILLIAMSON
JUDGE

570-893-4014
FAX 570-893-4126

April 19, 2004

William Shaw, Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

**Re: Belin, et al. v. Perry Travel
No. 01-2017-CD**

Dear Mr. Shaw:

Please file the enclosed Order in the above referenced matter. All copies have been distributed.

Thank you.

Very truly yours,

A handwritten signature in cursive script that reads "Carol E. Miller".

Carol E. Miller
Secretary to Judge Williamson

Enclosure

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. : MOTION FOR FINAL
INTERGOLF, : JUDGMENT
Defendant :

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

Kimberly M. Kubista, Esquire
PA I.D. #52782

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED

JUN 03 2004

WAS
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
INTERGOLF, :
Defendant :

MOTION FOR FINAL JUDGMENT

AND NOW comes Plaintiffs Carl A. Belin, Jr. and Carol A. Belin, and David G. Gallaher and Jean H. Gallaher ("Belin") by and through their attorneys, Belin & Kubista, and file the following motion for final judgment that may be certified to the State of Georgia for collection, and in support thereof aver as follows:

1. That Belin filed an action based upon a cancelled golf trip and secured a judgment of the court for \$9,800.00 together with interest from October 1, 2001.

2. That pursuant to discovery, the Court entered an Order on April 16, 2004, for an additional penalty of \$200.00 together with a penalty of \$20.00 per day until the Interrogatories are answered.

3. That Defendant has not filed the Interrogatories and Belin believes that it will continue to refuse to answer said Interrogatories.

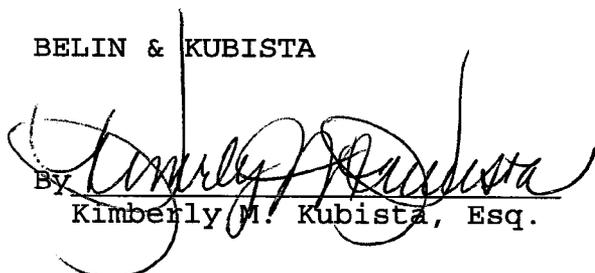
4. That Belin wishes to have the interest, principal, penalties incorporated into the final judgment as follows:

Verdict Amount	\$ 9,800.00
Interest 10/1/01 - 6/1/04 @ 6%	1,568.00
Penalty Fee	200.00
Sanction Fee 4/16/04 - 6/1/04 @ \$20.00 per day	<u>920.00</u>
TOTAL JUDGMENT	\$ 12,488.00

WHEREFORE, Belin respectfully requests Your Honorable Court to enter final judgment that may be certified to the State of Georgia for collection in the amount of \$12,488.00.

RESPECTFULLY SUBMITTED,

BELIN & KUBISTA

By 
Kimberly M. Kubista, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

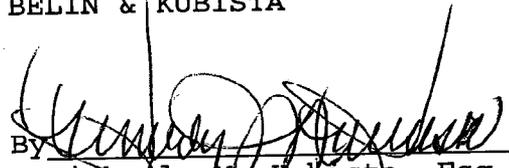
CARL A. BELIN, JR., and CAROL A. :
BELIN, and DAVID G. GALLAHER and :
JEAN H. GALLAHER, : NO. 01 - 2017 - C.D.
Plaintiffs :
vs. :
PERRY TRAVEL, INC. :
D/b/a INTERGOLF, :
Defendant :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Plaintiffs' Motion for Final Judgment in the above-captioned matter to the following party by postage prepaid United States first class mail on the 3rd day of June, 2004:

Gordon Dalgleish, President
Perry Travel, Inc.
t/a Intergolf
P.O. Box 500608
Atlanta, GA 31150-608

BELIN & KUBISTA

By 
Kimberly M. Kubista, Esq.
Attorney for Plaintiffs

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

1A

CA

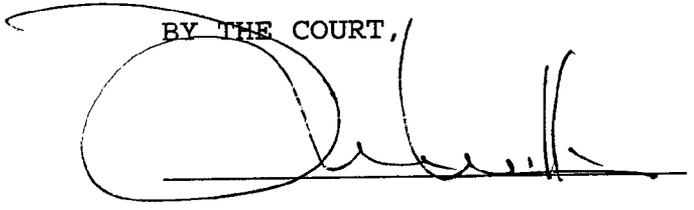
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CARL A. BELIN, JR., and CAROL A.	:	
BELIN, and DAVID G. GALLAHER and	:	
JEAN H. GALLAHER,	:	NO. 01 - 2017 - C.D.
Plaintiffs	:	
	:	
vs.	:	
	:	
INTERGOLF,	:	
Defendant	:	

ORDER

AND NOW, this 4 day of June, 2004, upon reading and considering the foregoing Motion, final judgment is hereby granted in favor of the Plaintiffs and against the Defendant in the amount of \$12,488.00, together with interest from June 1, 2004.

BY THE COURT,



FILED

JUN 08 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED 3cc

9/19:29:28 AM
JUN 08 2004
K 22
Anthony Kubista

William A. Shaw
Prothonotary/Clerk of Courts