

October 13, 1914.

W. A. McDowell, Esq.,
Manager, L & E Ry. Co.,
Lexington, Ky.

Dear Sir:-

On Monday, the 12th instant, a man by the name of C.M. McKenney, giving his address as 331 S. Spring St., called at my office to say that he had formerly been in the service of the L & E as a fireman and received a discharge ticket on or about December 8, 1913, for about \$92.00. He further stated that at the time he was indebted to one W.M. Haddix, of Jackson, Ky., for board in the sum of \$26.15; that under the rules and practice of the Company then in force it was customary on the request of the land-lord or keeper of the boarding or lodging house to hold out from the amount due the employees a sum sufficient to satisfy the unpaid board-bill, and that in order to receive ^{this} particular discharge ticket he had Mr. P.F. Reddick deduct the sum of \$26.15 to cover the claim of Haddix. His idea is that Reddick simply appropriated the money and never has accounted for it to Haddix and he tells me that Haddix is still asserting this claim against him. The point to be determined here is in withholding the amount of the board-bill, conceding that he did that, whether Reddick was acting within the scope of his authority for the Company or was simply acting upon his own responsibility as an individual. If there was a custom on the part of the Company to handle these board claims under a system such as is commonly known as "board-stoppage", it may be that McKenney would have a valid claim against the Company by reason of the failure of Reddick to account for this money to Haddix. On the other hand, if Reddick simply did this as a matter of accommodation to McKenney, then it is clear that neither McKenney nor Haddix has any valid claim against the Company.