

December 15, 1915.

Mr. C. H. Moorman,  
Asst. Dist. Atty., L & N R R Co.,  
Louisville, Ky.

Dear Sir:

Replying to your letter of November 30th, in reference to suit and claims in Letcher County of Wesley Caudill v. the Company, your letter furnishes me the first information I seem to have received that this case "has been disposed of". The last previous information shown by my file is a letter under date of September 2, 1915, from Mr. D. I. Day, stating that so far Caudill and wife had failed to sign the release deed but that during the Special Term called for November he would undertake to adjust with them and was holding the release and voucher for that purpose. As you know, the Special November Term did not materialize and I do not appear to have had any further communication from Mr. Day on the subject. Doubtless the matter has been closed up by you, as you say, and reported direct to the Louisville office. On the idea that the statement in your letter is correct, I shall at once communicate with the Luck Construction Company and see if they will not promptly reimburse the L & N for its outlay in this case. Should they for any cause hesitate or decline to comply with this request, I will then follow your further suggestion and take the matter up with the Indemnity Company, the Fidelity & Deposit Company, of Maryland, to see if that Company will not "come across."

By the terms of the formal release, Caudill and wife were to be paid \$225.65 in full of all their claims, including all costs.