

November 11, 1916.

J. J. Donohue, Esq.,
Asst. Dist. Atty., L & N R R Co.,
Louisville, Kentucky.

Dear Sir:

Please refer to Mr. Moorman's letter to me of March 24, 1916, transmitting claim for \$35.42 against Messer & Petrey, of Hazard, Kentucky, covering under-charge on shipment of merchandise from Cincinnati to parties named at Hazard, Ky. Pursuant to Mr. Moorman's instructions, I prepared and filed suit in the Federal Court, at Jackson, and, later, obtained judgment by default. Execution was issued and I am just advised by Mr. Menzies, Clerk of the U.S. District Court, that the full amount of our judgment, interest and costs has been paid. I herewith enclose the Clerk's check No. 3251 for \$88.69, in favor of L & N R Co., embracing the following items, viz: Judgment \$35.42, Interest \$3.82, Deposit \$49.45, making a total of \$88.69. A deposit of \$50.00 was made by plaintiff, but we had to obtain a copy of the Judgment, costing .55¢, and as this item was not properly chargeable to the defendants, it had to be deducted from our original deposit, leaving a balance of \$49.45.

I have also endorsed over to the L & N the Clerk's check No. 3252, for \$10.00, covering attorney's docket fee, which was made payable to my order.

Very truly yours,

encs.

SMW/a

Counsel.