

LAW OFFICE OF
TEMPLE BODLEY,
447 W. JEFFERSON STREET.

Louisville, Ky. Sep 13. 1886

Respectfully
Dear Sir,
Messrs. James K. Patterson
A. & M. College
Lexington Ky.

When the action of Hill
in Hamilton Sheriff he was instituted, we knew
that if the College was in debt, that an adverse
decision in the Chancery Court would be disastrous
to it, and leave us practically without a fee.
When we gained the action there, we preferred to
wait for our fee, until the Institution was
out of debt, if the appeal was so long delayed,
and we have not asked for a settlement.
We are however now informed that all those debts have
been discharged, and we feel at liberty to ask a
settlement of our fees. The effect of the decision of the
Chancellor rendered Dec. 7. 1882, has been to secure to the
College a very large sum of money, to clear it of debts,
and most probably to endow it with a handsome
permanent income. We charge Four thousand Dollars.
\$2000. to be paid to us and \$2000. to Col. Breckinridge.

Very Truly

Simons & Bodley -

47-M-64

Sept 13

Sept 18/86

I have just returned
after a week's absence
I unite with Messrs
Swinfall & Godley
The report for the
Account; & in the
your given for settling
ing in our settlement
then to.

Very truly
yours
Wm P. Brewster

Altho I have written to you
many times, I have not
learned - as I have not
written of your business
I feel a little better
I am of the opinion
that the report will be
very good, and I hope
it will be a success for
all parties. I will also
send you the information
I have at present, and
will be glad to see you
at the decision of the
committee. I have been
to the office of the
committee, to clear up
some of the business
of the committee. I
will be glad to see you
at the office of the
committee.

Wm P. Brewster

Sept 13

Louisville, Ky. Sep 23^d 1886

President J. K. Patterson

A + M. College Lexington Ky.

Dear Sir: - Yours of 22nd to hand. Our fee was not strictly a contingent fee, but depended largely upon results; and the College after this years taxes are paid - will have realized over \$70000[±] as the result of our winning the case in the Chancery Court here. We have waited for the settlement of our fees until the debts then existing would be discharged, not because of any obligation so to do, but on account of our sincere interest in the Institution, and our desire to see it at least free from debt, if the decision of the Court of Appeals should be adverse. But we are not willing to be postponed to new indebtedness since contracted, nor to a possible residuum after ^{any} charged expenditures are met. Yet we are anxious not to embarrass the Institution nor you, and if we can have our fees adjusted and receive for them the obligations of the College payable at some fixed time bearing interest, we will gladly agree to a liberal extension of time. Yrs. Truly

Simrall & Bodley

J. M. Bodley

LAW OFFICE OF
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447 W. JEFFERSON STREET.

Louisville, Ky. Oct. 26th 1886

President Jas. K. Patterson
A. & M. College
Lexington Ky.

Dr. Sir

We beg to call your
attention to our letter of 23rd September
which has not been answered.

Yrs. Truly

Simon H. Bodley

Louisville, Ky. Oct 30th 1886

Prsr James K. Patterson

Dr Sir

Yrs. of 28th to hand.

We are amazed at the statement contained in your letter; that you dissent from our statement that our fee was not strictly contingent; when you will know that we were not employed upon what is called a contingent fee. There was nothing mentioned about a contingent fee, much less an agreement to that effect.

You had said something in your letter of 21st Sep. /86 - about our fee being "quasi contingent". In our reply, we said - it was not strictly contingent, but depended largely upon results. That is to say we expected to share to a certain extent the good or bad fortune of our client - as is usual in such cases. We knew that the College depended largely upon the collection of this annual tax of \$17000 - per year - and that if this was cut off by injunction that the College could not pay us a large fee

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Louisville, Ky. 188.....

and that therefore the amount of
our fee would be to some extent
contingent. But the subject of a
contingent fee was never discussed
or mentioned between us.

Very Respectfully
Simons & Bodley