

April 3, 1915.

Judge O. H. Pollard,
Jackson, Ky.

Dear Judge:

Referring to the Begley case lately filed in Breathitt Circuit Court for delay in delivery of telegram, I invite your attention to copy of letter of the 1st instant written me by Mr. McDowell, of which a copy was mailed to you and one to Mr. Moorman, at Louisville.

As explained to you the other day, it seems to me the liability, if any, in this case is on the Western Union and not on the Postal or the L & E. It does not seem to be our duty to act for the Postal or to make defense for it. Mr. W. C. Daviet is the Superintendent of the Postal and is located at Louisville, Kentucky. Mr. J. R. Terhune is Superintendent of the Western Union and is located at Nashville, Tennessee.

The history of this message, as I get it from Mr. McDowell, is this -- The message was filed with the Western Union at Heidelberg some time on Saturday night, October 27, 1912. It was transmitted to Lexington to the Postal on Sunday morning, October 28, 1912, and was received at 9:57 A.M. From Lexington, it was transmitted to Jackson and received at Jackson at 10:12 A.M. on the same date and was delivered on the same date at 10:30 A.M. This means that the message was in the possession of the L & E only 19 minutes altogether.

From the information given by Mr. McDowell, it seems to me very important that the deposition of the Messenger Boy, Clarence Strong, who resides in or near Jackson, should be taken as soon as an Answer is filed for the defendants. Strong's testimony is very important for the Postal and the L & E. Whether the Postal acts in the matter or not, it seems to me that a formal Answer might be put in on behalf of the Postal and the deposition of Strong taken and the question of who should bear the expense of this can be determined later.

The Postal has been notified of the pendency of the suit and it should make some arrangements for local representation, if that has not already been done. You are, of course, the logical man to represent the Postal.

Very truly yours,

SMW/a

Cy - W.A.McD.

Counsel.

Contract between L & E and Postal returned to W.A.McD. with copy of this letter.