

Lexington, Ky., April 20th, 1915.

MEMORANDUM.

In your dealings with Douglas Coal Mining Company, I take occasion to warn you to be on your guard.

This Company ought to obtain from the Raccoon Coal Company a written relinquishment or cancellation of its rights, if any, under the switching contracts heretofore made by the L. & E. with the Raccoon Coal Company; more, if this cannot be done before you close any new contract with the Douglas Coal Mining Company, it should obtain, with the consent of the L. & E., an assignment of the contracts or leases made by the L. & E. to the Raccoon Coal Company, conditioned on the express agreement on the part of the Douglas Coal Mining Company to pay in cash in advance the entire cost of the work remaining to be done under these contracts. In other words, the consent of the L. & E. to such an assignment of the old contracts should be conditioned upon a cash payment, as above explained by the Douglas Coal Mining Company, which cash payment in advance would be the consideration for our consent to the transfer or assignment.

Looking to the future, the better plan I think would be to bring about, if possible, a surrender and cancellation of the old contracts with the Raccoon Company, and the execution of an entirely new contract covering the whole subject matter with the Douglas Company.

Yours, &c.,

S.M. Wilson.