

Lexington and Eastern Railway Company,

Samuel M. Wilson
General Counsel.

Legal Department

Lexington, Ky.

Winchester, Ky.

November 19, 1913.

John Howe Peyton, Esq.,
Chief Engineer of Construction, L & N R R Co.,
Louisville, Ky.

Dear Sir:-

Replying to your letter of the 18th instant, enclosing file with reference to claim of R. B. Caudill for damages to his property on the North Fork Extension, I have to say -

(1) That I do not think the settlement made by Sullivan & Adams, or their sub-contractor, Mr. R. H. Barclay, with Caudill for "damages done field" is broad enough to cover the damage to the land caused by the obstruction of the river-bed and current and the consequent washing of the banks or bottom lands of Caudill, and I do not think it would be possible to have the receipt executed by Caudill construed to cover such subsequent and distinct damages.

(2) My opinion is that you are correct in your understanding that the Court of Appeals regards such injury as Caudill claims for as intermittent or temporary and subject to correction and that the party so injured has the right to bring repeated actions to recover for each successive injury.

Upon consideration of the entire correspondence and especially the letters written you by Mr. Tolbert Holliday, I am clearly of the opinion that this is a case for settlement and I would advise a prompt settlement of the entire matter for a reasonable