

ELK HORN FUEL COMPANY
Beaver Creek Division

"Wayland", Allen P. O., Ky.,
April 16, 1914.

Mr. B. F. Combs,
Prestonsburg, Ky.

Dear Sir:

Replying to your letter of the 11th inst., in which you request the facts in detail respecting several suits instituted in the Magistrate's Court against the Elk Horn Fuel Company, which have been appealed to higher court, I will state as follows:

Some time in December last, one A. M. Davis came to me and asked for a contract to get out mine timbers from a part of our fee land at Wayland. Having doubts as to his reliability I refused to go into written contract with him, but I told him that if he wanted to go into a certain territory and get out timber in accordance with a written contract we had with another party as to prices, specifications, delivery and terms of payment, I would allow him to do so. An unsigned copy of the contract mentioned was given him for his guidance, and he was given a shanty, and credit for tools, etc.

He went to work, with a few men, in December. He employed and discharged his own men without suggestion or instruction by the Company, except that he was required to report cases of personal injury among his employes, and reports were made out in regular form, and in one instance I took releases

from a father for two boys Davis had employed who were under age. I made their releases to read so that they would release both Davis and the Elk Horn Mining Corporation, so they would be effective if the boys were afterwards employed by us direct. I enclose the releases which may be of service - (W. H. Messer's releases of Aaron and Hiram Messer).

During December Davis did fairly good work and ended up the month with a small credit balance after settling with his men. In January he very much increased his force and went to cutting and slashing everything in sight regardless of specifications, and I stopped him about the middle of January.

Not having much confidence in Davis and to protect his men as far as possible, I had him turn in his time every day, so we could keep closer in touch with what he was doing. This time was run over our pay roll and, by his request, his men drew scrip on it from time to time. Many of the men drew all that was coming to them before his work was measured up and it was discovered that he had so many culls that his work would not cover his indebtedness if the time of his men was included. I then stopped advancing any more on his account, and had a careful reinspection of his work giving him a proper credit for his unfinished work in addition to the credit he had received for accepted timbers.

He told me to take what was coming to him and give it to his men. He then skipped out in the night and I do not know where he went.

After his account was figured out, and the Company's charges for rent, fuel, tools, etc., were deducted he had a credit balance of \$205.85. A considerable number of his men hung around our office clamoring for their pay, claiming that he had told them that the Company was behind him and would pay all his labor. I told them that he had something coming to him and that I would pro rate it among them, and they agreed to that arrangement. While I was in conference with them, a garnishee was served on our Auditor for \$62.50 (\$52.50 and \$10.00 costs) from W. S. Martin, Magistrate, on account of Willis Conley one of Davis' men, and when the men present found that the pro rata would be very small after the attached amount was deducted from Davis' credit, they refused to accept the proposed settlement, and went away threatening suits against the Company and personal violence to Davis if they could find him.

Some of our own employes who are boarders have their board bills turned in to the office by the boarding house keepers for payment and charge to their accounts, and some of the claims made to us are from persons who furnished board to Davis' men. As long as Davis was solvent, we extended this privilege to persons who had boarded his men.

I suppose the claimants will try to prove that Davis was acting as our Agent or Foreman, but this is not so, as we never employed nor discharged any of his men or even suggested who he should employ or discharge. Our own foremen and agents are required to turn in an employment card for any person employed giving name, age, previous employer

and other details, and a discharge card for each person discharged, giving cause, etc. These cards were never required for Davis' men.

Our books show 49 persons to whom Davis owed for labor, and his men for board, in amounts varying from 10¢ to \$52.00-- aggregating \$421.39.

On February 26th, I was summoned as Agent for Elk Horn Fuel Company by W. S. Martin, J. P. to appear on March 13th to answer in the following suits:

1	William Tuttle, for labor	\$15.50
2	Budda Hall, " "	13.00
3	Rufus Chafins, " "	15.00
4	Bill Tuttle, " "	13.00
5	J. E. Tuttle, " board	13.35 /
6	H. Q. Newsom, labor & "	22.75 /

Our books show, according to time turned in by Davis, that he owed these men as follows:

1	W. M. Tuttle, for labor	\$15.50
2	Bud Hall " "	10.50
3	Rufus Chafin " "	15.50
4	Bill Tuttle " "	10.50
5	J. E. Tuttle " board	13.35
6	H. Q. Nusom " "	16.00

The only witnesses I will suggest are J. T. Layne, our pay roll clerk, and myself.

As you know, upon advice from Messrs. Neal & Strickling, we took no action in the above cases before the Magistrate's Court, and I have been informed that not all of the above mentioned persons appeared before the Magistrate on March 13th.

Even if it develops that we have to pay Davis' labor, I do not see why we should pay his men's board.

Very truly,

Cy to Messrs. Neal & Strickling.

AMC/w