July 2014

Correspondence on a Matter of Workman's Compensation

Russell Gray

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LONG DISTANCE TELEPHONE.

American Mutual Liability Insurance Co.
40 Water Street.
Boston, Mass. August 10, 1900.

Morgan Construction Company,

Dear Sirs:

Yours of August 9th is at hand, referring to the case of Ferris Morey. We see no objection to your allowing the $5.40 for time lost as proposed, understanding that there is no doctor's bill, and you can make claim for that amount at your convenience.

By your second letter of the same date, we note that you will consult Messrs. Hopkins, Smith & Hopkins in the Dixon case as we suggested.

We have your notice of injury to Axel Johnson on August 7th. This may have been his own fault and at any rate no one else was to blame. If you pay a moderate doctor's charge for dressing at the time we will reimburse you, but we recommend you to make no other allowance without consulting us.

Yours truly,

Russell Gray, Mgr.
August 11, 1900.


Boston, Mass.

Gentlemen:

Referring to your favor of the 10th inst. we enclose herewith statement and claim of loss covering case of Ferris Morey.

With reference to the case of the death of William Dixon, we beg to say that we do not clearly understand from your letter of the 10th inst. what your position is in relation to counsel. We took your favor of the 7th inst. to be instructions to put the matter in the hands of local counsel on your behalf. We understand from the terms of the policy that you are to deal with this case and our action in laying the matter before Messrs. Hopkins, Smith & Hopkins was taken with this understanding. We observe however, that the second paragraph of your favor of the 10th reads "We note that you will consult Messrs. Hopkins, Smith & Hopkins in the Dixon case as we suggested." We wish it clearly understood by you that while of course we are willing to assist you so far as we can in accordance with the contract, our action in consulting Messrs. Hopkins, Smith & Hopkins was taken only because we believed you to instruct us so to do in your interests. Kindly let us hear from you promptly on this point.

Our expenditure in the case of Axel Johnson who was injured on the 7th inst. as stated in notification with our letter of the 9th. was $2.00 for doctor's services. Kindly send statement and claim blank for this case.

Yours very truly,

A.E.T.—H.

MORGAN CONSTRUCTION CO.
Morgan Construction Co.,

Dear Sirs:—

Replying to your favour of August 11th, we would say that we are sorry that any doubt should have arisen in your mind as to our position in the Dixon matter. Messrs. Hopkins, Smith & Hopkins are to act for us and send the bill to us. You are in no way responsible for any of the costs of defence. We enclose our check for $5.40 in settlement of your claim in the case of Morey. We note that the doctor's charge in the case of Axel Johnson is $2, which we will reimburse on claim made in the usual form. We enclose blanks.

Yours truly,

(Encs.)
August 14, 1900.

American Mut. Liability Ins. Co.,

Boston, Mass.

Gentlemen:—

We beg to acknowledge receipt of your favor of the 13th inst. and are pleased to know exactly what your position in the Dixon case is.

We acknowledge your check for $55.40 in settlement of our claim in the case of Morey. We enclose herewith formal receipt.

We send also herewith statement and claim in the case of Axel Johnson. Yours very truly,

A.R.T.—N.

MORGAN CONSTRUCTION CO.

Morgan Construction Co.,

Dear Sirs:

Your favour of Aug. 20th, enclosing notices of injury to Jas. Finnigan, Pat'k Cahill and M. Sullivan on the 19th inst. by the falling of a derrick, was duly received. Our Mr. Gaul called at your Works yesterday and went over the ground thoroughly. He afterwards saw M. Sullivan and settled with him, paying $100 and taking his release. He also saw Pat'k Cahill who said he would rather wait for a few days to see how he was coming out before doing anything. Finnigan who is quite seriously injured is still at the hospital and could not be seen. Instructions were left with Mr. Gage, your clerk, to inform us immediately just as soon as Finnigan was in a condition to be seen, and to also notify us if Cahill should approach him to see what they intend to do for him.

He also requested Mr. Gage to find out from the hospital and report on the present condition and extent of injuries sustained by Clarence Daniels, who was injured on June 18, 1901, and who has brought suit against you. Will you please see that the above is attended to, and oblige,

Yours truly,
Morgan Construction Co.,

Dear Sirs:

We have your favour of the 26th inst., respecting the case of Patrick Cahill injured Aug. 19th, and Clarence Daniels, injured June 18, 1901. We have heard nothing from Dr. McGibbon in regard to Finnigan. Please watch these cases carefully, and continue to keep us informed of any developments.

Yours truly,

[Signature]

[Date]: Aug. 27, 1901
Morgan Construction Co.,

Dear Sirs:

We have your favour of the 3rd inst., enclosing release signed by Pat'k Cahill, injured by the fall of a derrick on the 19th ult., for which you paid him $127 at our request. We herewith enclose our check for the above amount. Please sign and return the enclosed receipt.

Please report promptly any developments in the case of Finnigan.

Yours truly,

[Signature]

[Address]

Acknowledged by
Referred to
Rec'd SEP 5 1901
Ans'd
Answered by