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Correspondence on a Matter of Workman's Compensation

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Mar. 1, 1900.

Boston, Mass.

Gentlemen:

Referring to injury sustained by Patrick Cannon at our foundry department on the 19th ult., we have just learned that Cannon was somewhat more severely burned than at first reported by the Doctor. He attempted to go to work yesterday but was unable to continue and now states that the Doctor advises him not to start in again before Monday the 5th inst. This will make the period of his absence just two weeks.

Cannon informed the head of our foundry department to-day that he is very much in need of money for payment of his board bill, as he is practically unknown at his boarding place, and has difficulty in getting credit.

The amount of this bill will be $10.00 and in addition there will be the Doctor's bill the amount of which is not yet known. Under these circumstances Cannon is getting somewhat impatient and talks of going to a lawyer. We are naturally anxious to settle the matter up as soon as possible, and request that you will inform us whether you would approve of our paying board and Doctor's bill on condition of our securing a release on the blank enclosed in your letter of the 28th ult.

Kindly give this matter your prompt attention.

Yours very truly,

A.R.T.—N.

MORGAN CONSTRUCTION CO.
Morgan Construction Company,

Dear Sirs:

We have your favour of the 1st inst. respecting the case of Patrick Cannon. We do not care to make a promise as indefinite as the payment of the doctor's bill in this case. Judging by the facts reported it should not be large but of course there is no certainty about it. We now authorize you to offer Cannon $15 for a release to cover everything. If he refuses this, leave him to make what he can at law and we will defend you. In our judgment there is no legal liability on your part in this case. A recent decision in our Supreme Court gives us confidence in expressing this opinion.

We believe you have a form of release but we herewith enclose another.

Yours truly,

[Signature]

(Enc.)
Mar. 14, 1900.


Boston, Mass.

Gentlemen:

In favor of recent date, you stated that you would approve of our making settlement with Patrick Cannon, who was injured in our foundry department on February 19th, for the sum of $15.

Since receiving your letter we have learned that the injury to this man was even more serious than we supposed at that time. He called at our office this morning and stated that he would be willing to sign a release for the sum of $20, and we took the liberty of closing the case up, on that basis, as he had previously declined to accept $15, and threatened to go to a lawyer.

We believe that our action was the wisest possible under the circumstances, and we trust that it will meet with your approval.

Yours very truly,

A.R.T.—I.

MORGAN CONSTRUCTION CO.
Morgan Construction Co.,

Dear Sirs:—

We have your favour of March 14th, reporting that you have made a settlement with Patrick Cannon for $20. We are satisfied with this and will reimburse you if you will send us Cannon's release properly executed, with claim in the regular form.

Yours truly,

(E.)