

COPY.

Mr Albert Runge,  
348 S. 16th St.,  
Flushing, L.I., N.Y.

Oct 20, 1914

Dear Mr Runge; -

I have your letter of 16th inst with inclosyres and note contents. At the same time you received Flint's letter of Oct 2d we were still at the lake and Peter came to me to say that the Farmers Loan & Trust Co., had not contributed their second proportion of the \$100.00, which your father, Mr Hurd and I agreed, at your cottage, this summer that we would contribute a second \$100.00 toward the action vs Newton & Ferris. As I understood it, this second contribution of \$100 would take the case up to a final decision, either in our favor or against us and we would be free after that to either continue or discontinue the action, as might be agreed later on. That is the way I understood it and I wrote to Hurd several days ago to give me his view and understanding of our arrangement made with Flint to learn whether I understood it as he did. I am awaiting Hurd's reply at any time now.

Coming back to the time, at the Lake, before I left, Peter having advised me that the \$25. from the F.L. & T. Co., was not forthcoming, he wanted your father, Hurd and Me to make up this shortage, in fact Peter said he would have to have \$35 to proceed with the case or he would have to drop it. I told him that the three of us had contributed just what we agreed to give and if there were to be any further contributions he would have to get them elsewhere or await our further conference in the matter. He then wanted me as Secty of our Assn. to advance him \$35 from the assessment fund in my hands and I told him that as it had not yet been made an Association matter I had no authority to do this and if I did advance him any money it would be on my own responsibility

He then asked whether I thought Mr Fitzgerald would contribute the \$35 which he needed and I said possibly he would, knowing that Fitzgerald had written me he would contribute \$25 to the cause.

Fitzgerald called to see me after Peter saw him and I suggested that, as the F.L. & T. Co., did not contribute and as he was willing himself to contribute to the case, that rather than see the case dropped at this stage, it might be well for him to contribute not to exceed \$25 to Flint, but to try and make his contribution as little as that which Flint would be satisfied with. Hence Fitzgerald's contribution of \$15.00/

In order, hereafter, to offset any confusion as to payments to be made to Flint let me suggest that hereafter all payments be made by the plaintiff; of which amount paid I will gladly contribute my 1/4 and I believe Hurd will do the same. In any event, by the plaintiff making the payments and not allowing Flint to go about promiscuously among the property owners to collect, would be the only way, to my notion, to handle the case.

As matters stand in contributions, to date, Flint received his first \$100.00, some time in May or early June as follows:-

From Mr Runge.....	\$25
" " Hurd	\$25
" " Luthy	\$25
" Farm L & Tr Co	\$25-
Total contribution 1st agreement	\$100.00

A.R. # 2

In the subsequent agreement made at the Lake this summer, which was made to carry the case to either a favorable or adverse decision, it was agreed to contribute a second \$100 as follows:)

From Farm L. & Tr CO.....	\$25	(not paid)
" Edward Runge.....	\$25	paid
" E.O.Luthy.....	\$25	paid
" Geo E. Hurd.....	\$25	paid

As the F.L. & Tr Co., did not contribute, Flint only got from the above contributors \$75 in all but on Oct 4th Mr Fitzgerald contributed \$15 and paid it to Flint so that he received a total of \$90 from the second contribution and a total of \$190 for both contributions in the case. As therefore there is only a shortage of \$10, due to the refusal of the FL&Tr Co to pay their part, I cannot see why Flint, to carry out his agreement, should get more than \$10 additional, in fact none of us even agreed to guarantee the \$25 which the FL&Tr Co should pay, especially as they are amongst the most damaged.

I would not countenance Flint's sending out letters to the different owners asking for financial aid and promiscuously collecting, for himself money, after he agreed with us for a certain sum which he virtually has received to cover his agreement to conduct the case. Such action on Flint's part would bias our intention at the next meeting of the Assn to order a refund to the plaintiff and his fellow contributors such amount as was spent for the general good of all property owners & members

In Flint's letter to you dated Oct 12th I do not understand his sentence " I spoke to Mr Fitzgerald as you requested and he contributed \$15 toward my fee of \$200, as agreed upon to complete the case, which former sum? with \$25 received at our recent meeting at your house makes \$40 on account.".... if he means that his fee to complete the case is \$200 (toward which he already received actually \$190? as above itemized) it is all right, but he seems to allude that we agreed at the meeting at your cottage to an additional \$200 ~~XXXXXX~~ besides the \$100 originally that we paid him in May: which would not be in accord with my understanding, besides when he says " that the \$15 contributed by Fitzgerald toward his fee with the \$25 received at your cottage this summer makes \$40 on account" he mentions nothing of the \$50 which Hurd and I paid him together, at the same time and which would really make \$90 on A/c and not \$40 as he puts it. If he means that his fee of \$200 is the sum as above itemized then he is correct and he has received all of that agreed amount now, excepting \$10.00

As soon as I hear from Hurd I will advise you as to whether we agree on the arrangements we made with Peter. I know of no money which Peter received but that as itemized above and would advise that hereafter any money that should be paid to Flint be paid by you, advise us of our proportion and I will remit my share promptly. Am glad to hear your father is holding his own and can imagine that like myself he is often wishing himself at the lake while the weather is still so warm. With best regards to him and to you all from Mrs Luthy and myself I am,

sincerely yours,

*Edmund Luthy*

P.S. Inclose Hurds reply to my letter which just came in; he agrees perfectly with my understanding of our agreement with Flint.