

Columbus, Ohio, October 31st, 1941. c

K-4278

Mr. H. L. Dunham,
General Claim Agent.

Dear Sir:

- Fatal injuries J. E. Whiteman and Mrs. Daisy Whiteman, white, travelers on highway, Fostoria, Ohio, October 18th, 1941 - Damage to 1930 Oldsmobile sedan belonging to J. E. Whiteman -

Referring to my write-up of this date.

A few days after this accident occurred, Mr. Stanley Whiteman, only son of Mr. and Mrs. J. E. Whiteman, got in touch with R. W. Hunt, our local agent at Fostoria, and requested an interview with me in regard to this accident. On this request I went to Fostoria on October 27th and met Mr. Whiteman at the crossing where the accident occurred. He first said to me it was his understanding that his father and mother were stopped by a westbound train, and when this train cleared they were proceeding over the crossing and the accident occurred. I advised him that he was entirely wrong in this respect as there were no other trains at or in the immediate vicinity of the crossing when this accident occurred. Later I advised him as to how the accident did occur, to wit, that they drove onto the track immediately in front of the moving train, apparently entirely oblivious of the approach of the train, when the train was in full view and regular crossing whistle was being blown. When I advised him as to these facts, he called in a cousin and told him what I had said about the accident, and that cousin stated that it was his understanding that was exactly how the accident occurred. Mr. Whiteman told me that he was the only son and that he was manager at Indianapolis, Indiana of the Casualty Lines of the Travelers Insurance Company; that he was not in any way dependent upon his father and mother; that his father and mother had property in their own right. He also said that he had no children, but had a stepchild who had never been adopted, and that he had no brothers or sisters deceased with living issue. At this point I advised him that it would not appear that there was anyone dependent upon his father and mother, that therefore there would be no pecuniary loss to anyone on account of their death. Later in my interview with him he advised that he wanted to know what The Railway Company was willing to do on account of the accident, and I advised him that I had not come to Fostoria to discuss any settlement, but solely on the request that he had made on the agent. He insisted upon talking about the question of settlement with me, and on his insistence to discuss this question I advised him that I did not know if The Railway Company would pay anything on account of the acci-

dent. He continued to discuss the question of settlement, and I asked him what his views were, and he said he thought The Railway Company ought to pay something between two and three thousand dollars. I then proceeded to give him my views from The Railway Company's standpoint, and he later said that the company ought to at least pay the funeral expenses which he figured to be around \$1000.00. When he said this I told him I could not give him any encouragement that The Railway Company would pay anything at all, and he made some remark about handling the matter with the Travelers Insurance Company's attorneys, and I then said to him that I was not interested as to whom he might discuss the case with. On his further pressing me as to my personal opinion, I advised him that I could see no reason from the standpoint of legal liability as to why the Railway Company should pay anything account of the unfortunate occurrence. However, I did say to him that the matter would be handled with The Railway Company and that he would receive definite advice as to what, if anything, the company would do, within the next few weeks.

Personally I see no legal liability on the part of The Railway Company in this case, and no reasons for making any settlement. We do have in the case a violation of the speed ordinance of the City of Fostoria. The decedents were very high class people, and personally I am somewhat surprised at the attitude of the only son in presenting claim.

Yours very truly,

Claim Agent

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

Richmond, Va., November 3rd, 1941. m

K-4278

Mr. F. C. Amos,

Claim Agent.

Dear Sir:

- Fatal injuries J. E. Whiteman and Mrs. Daisy Whiteman, white, travelers on highway, Fostoria, Ohio, October 18th, 1941 - Damage to 1930 Oldsmobile sedan belonging to J. E. Whiteman -

Referring to your letter of October 31st.

When a proper administrator has been appointed, it will be all right to pay \$400.00, going to \$500.00, if necessary, in settlement of both of the fatal injuries and damage to automobile.

Yours very truly,



General Claim Agent.

Columbus, Ohio, November 15th, 1941. c

Mr. Stanley J. Whiteman,
Chamber of Commerce Bldg.,
Indianapolis, Indiana.

Dear Sir:

Referring to your claim against The Chesapeake & Ohio Railway Company relative to the accident at highway crossing at Fostoria on October 18th, 1941, about which I talked to you on October 27th.

I have to advise that this matter has been handled with The Railway Company. It appears clear that there would not be any legal liability on the part of The Railway Company for this most unfortunate occurrence, and for this reason The Railway Company does not feel that it should be called upon to pay anything on account of same. Notwithstanding this, the company is willing to pay \$200.00 in each case to an administrator appointed by the court authorized to make such appointment under the laws of the State of Ohio.

Yours very truly,

Claim Agent

The Travelers

*The Travelers Insurance Company
The Travelers Indemnity Company
The Travelers Fire Insurance Company*

L. Edmund Zacher, President

Hartford, Connecticut

PHONE RILEY 3334

BRANCH OFFICE

CHAMBER OF COMMERCE BUILDING

INDIANAPOLIS, IND.

November 21, 1941

COMPENSATION AND LIABILITY

BURGLARY, PLATE GLASS

AUTOMOBILE

STEAM BOILER, PROPERTY DAMAGE

AUTO FIRE AND THEFT

FIDELITY AND SURETY

STANLEY J. WHITEMAN, MANAGER

Mr. F. C. Amos, Claim Agent
Chesapeake and Ohio Railway Co.
50 East Broad Street
Columbus, Ohio

Dear Sir:

This will acknowledge your letter of November 15 with reference to my claim against the Chesapeake and Ohio Railway Company relative to the accident in Postoria on October 18, 1941, wherein my parents were killed.

Frankly, I am quite surprised at the amount offered by the Railway Company in settlement. The funeral expenses alone were approximately \$1,000.00. In addition, I have had a number of other expenses, all of which arose out of this very unfortunate accident. While I am not seeking a large recovery, nor do I wish to make any exorbitant demands, yet it seems to me that under all the circumstances, the Railway Company should be willing to materially increase the figure which they have offered. I feel they should be willing to at least pay the funeral expenses in full.

Before taking any further action, I would appreciate you again presenting this case to the Railway Company to determine if we can arrive at a more reasonable settlement amicably.

Yours very truly


S. J. Whiteman

SJW:VIP

Columbus, Ohio, December 2nd, 1941. c

Mr. Stanley J. Whiteman,
Chamber of Commerce Bldg.,
Indianapolis, Indiana.

Dear Sir:

I acknowledge receipt of your letter of November 21st with reference to your claim against The Chesapeake & Ohio Railway Company account of accident at Fostoria on October 18th, 1941, resulting in the death of your parents.

As I wrote you on November 15th, The Railway Company does not feel that there is any legal liability on its part for this most unfortunate occurrence. I note from your letter that you feel that The Railway Company should at least pay the funeral expenses, which you advise as being \$1000.00. The company is unwilling to pay such amount, but will pay one-half this amount, or \$500.00, in full settlement of all claims arising out of the accident, \$250.00 to be paid to a duly appointed administrator of the estate in each case.

Of course, we realize that this is no payment for your loss, and it is not intended as such, but is as much as The Railway Company feels it should be called upon to pay under all the circumstances.

Yours very truly,

Claim Agent

The Travelers

*The Travelers Insurance Company
The Travelers Indemnity Company
The Travelers Fire Insurance Company*

L. Edmund Facher, President

Hartford, Connecticut

PHONE RILEY 3334

COMPENSATION AND LIABILITY
BURGLARY, PLATE GLASS
AUTOMOBILE
STEAM BOILER, PROPERTY DAMAGE
AUTO FIRE AND THEFT
FIDELITY AND SURETY
STANLEY J. WHITEMAN, MANAGER

BRANCH OFFICE
CHAMBER OF COMMERCE BUILDING
320 NORTH MERIDIAN STREET
INDIANAPOLIS, IND.

December 9, 1941

Mr. F. C. Amos, Claim Agent,
The Chesapeake and Ohio Railway Company,
50 W. Broad Street,
Columbus, Ohio.

Dear Mr. Amos:

I have your further letter of December 2. I am unwilling to agree to a settlement for the very nominal amounts which you have indicated. If only one death were involved, your offer of \$500. would still be a very minimum figure. Here there was a double death. It was my original opinion that \$1000. per case would be a very reasonable settlement, however, in an effort to be most reasonable, I indicated a willingness to settle for \$500. for each case, or a total of \$1000. for both.

I have discussed the case informally with a friend of mine, who is an attorney in Indianapolis. He informs me that I have been rather foolish to reduce my demands to such a low figure. I believe you will likely agree that litigation expense to you in defending either case, would be an amount equal to the \$500. which I have asked. In addition to expense, there would be the uncertainty of the verdict, and from what investigation I have been able to make, I am satisfied that we would be able to get the case to the jury, and I feel confident their verdict would be in an amount a great deal larger than the meager figures I have indicated.

As I have already stated, I have not turned the matter over to an attorney, but have only discussed it informally. I would appreciate your giving the matter further consideration, since I would like to dispose of the matter one way or the other at an early date, or if I find it will be impossible to dispose of it without assistance, then I will have to call in outside help.

Yours very truly,



S. J. Whiteman

SJP:B

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

Richmond, Va., December 12, 1941. j

K-4278

Mr. F. C. Amos,

Claim Agent.

Dear Sir:

- Fatal injuries J. E. Whiteman and Mrs. Daisy Whiteman, white, travelers on highway, Fostoria, Ohio, October 18, 1941 - Damage to 1930 Oldsmobile sedan belonging to J. E. Whiteman -

Referring to your letter of December 10, and returning papers.

It does not seem to me that the Railway Company should be liable, and I don't see any reason why we should pay \$1,000.00 in settlement. I think I would write Mr. Whiteman and tell him while we do not desire to have any difficulty over this matter, in view of our opinion as to the absence of liability and the other circumstances connected with the case, which you explained to him in person, we could not pay \$1,000.00 in settlement.

If you agree, please write such a letter. On the other hand, if you do not agree, please advise.

Yours very truly,


General Claim Agent

Columbus, Ohio, December 18th, 1941. c

Mr. Stanley J. Whiteman,
Chamber of Commerce Bldg.,
Indianapolis, Indiana.

Dear Sir:

Referring to your letter of the ninth instant relative to your claim against The Chesapeake & Ohio Railway Company account of accident to your father and mother.

I have to advise that this matter has again been handled with The Railway Company, and, under the circumstances, the company feels that a total of \$500.00 is as much as it should be called upon to pay account of this unfortunate accident.

Of course, settlement will be required to be made through the Probate Court of the county where your father and mother resided, and settlement approved by that court. In addition to the sum mentioned in the foregoing paragraph, the company would be willing to pay the court costs incurred in procuring such approval. This would not include other court costs which you will no doubt have in connection with the administering of the estates.

Yours very truly,

Claim Agent

The Travelers

*The Travelers Insurance Company
The Travelers Indemnity Company
The Travelers Fire Insurance Company*

L. Edmund Zacher, President

Hartford, Connecticut

PHONE RILEY 3334

COMPENSATION AND LIABILITY
BURGLARY, PLATE GLASS
AUTOMOBILE
STEAM BOILER, PROPERTY DAMAGE
AUTO FIRE AND THEFT
FIDELITY AND SURETY
STANLEY J. WHITEMAN, MANAGER

BRANCH OFFICE
CHAMBER OF COMMERCE BUILDING
320 NORTH MERIDIAN STREET
INDIANAPOLIS, IND.

January 27, 1942

Mr. F. C. Amos, Claim Agent,
The Chesapeake and Ohio Railway Company,
50 E. Broad Street,
Columbus, Ohio.

Dear Mr. Amos:

This will acknowledge your letter of December 18. Since receiving your letter, I have given this matter a great deal of consideration. I have made further investigation both as to the facts and as to the law which would apply. I am sorry that I cannot agree to effect a disposition of both of these cases on the basis as outlined in your letter.

If there is a disposition upon your part to close the case, and as a last offer on my part, I would be willing to split the difference between the figure which you have offered and the figure which I have last indicated, and would be willing to settle for \$750. net, in accordance with the third paragraph of your letter. Unless we can dispose of both cases on this basis, I then intend to refer the matter to my attorneys in Toledo.

Yours very truly,

S. J. Whiteman
S. J. Whiteman

SJW:B

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

Richmond, Va., February 5th, 1942. m

K-4278

Mr. F. C. Amos,

Claim Agent.

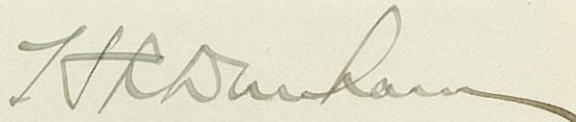
Dear Sir:

- Fatal injuries J. E. Whiteman and Mrs. Daisy Whiteman, white, travelers on highway, Fostoria, Ohio, October 18th, 1941 - Damage to 1930 Oldsmobile sedan belonging to J. E. Whiteman -

Referring to your letter of February 2nd, and returning papers.

It will be all right to pay \$600.00 in full settlement of this case. Handle and advise.

Yours very truly,



General Claim Agent.

Encs.

Columbus, Ohio, February 9th, 1942. c

Mr. Stanley J. Whiteman,
Chamber of Commerce Bldg.,
Indianapolis, Indiana.

Dear Mr. Whiteman:

This will acknowledge your letter of January 27th relative to your claim against The Chesapeake & Ohio Railway Company account of the accident to your mother and father.

As I have previously advised you, The Railway Company feels that it should not be called upon to pay more than a total of \$500.00 in settlement of both of your claims arising out of this unfortunate occurrence. This is on account of the circumstances in connection with the accident and is not intended in any way to compensate you for the loss that you have sustained. Notwithstanding this, in order to handle the matter to conclusion at this time, and on account of the attitude you have taken by your letter of January 29th in reducing your offer of settlement, I have to advise that The Railway Company will pay a total of \$600.00 in these cases. This, however, is as much as The Railway Company will pay, except in addition thereto, it will pay the court costs of the Probate Court in the county of the residence of the decedents in connection with the filing of the necessary papers to procure the approval of the Probate Court of that county to the settlement on this basis. These papers include an application to settle the claims, order of the court authorizing settlement of same, and report and confirmation of the settlement as made. These papers will be drawn by The Railway Company for filing at the time voucher is delivered to the administrator.

Yours very truly,

Claim Agent

The Travelers

*The Travelers Insurance Company
The Travelers Indemnity Company
The Travelers Fire Insurance Company*

L. Edmund Facher, President

Hartford, Connecticut

PHONE RILEY 3334

COMPENSATION AND LIABILITY
BURGLARY, PLATE GLASS
AUTOMOBILE
STEAM BOILER, PROPERTY DAMAGE
AUTO FIRE AND THEFT
FIDELITY AND SURETY
STANLEY J. WHITEMAN, MANAGER

BRANCH OFFICE
CHAMBER OF COMMERCE BUILDING
320 NORTH MERIDIAN STREET
INDIANAPOLIS, IND.

February 17, 1942

Mr. F. C. Amos, Claim Agent
The Chesapeake & Ohio Railway Co.
50 East Broad Street
Columbus, Ohio

Dear Mr. Amos:

Upon my return from Hartford, I find your letter of February 9th. I am disappointed in the contents of the letter, although I note you are willing to raise your previous offer.

I feel that my proposition, contained in my letter of January 27th, to split the difference then existing between us, and accept the figure of \$750, is more than fair. Apparently you did not understand that this figure was my final proposition.

This case is several months old, and we apparently are having great difficulty reaching an agreement by correspondence. Please, therefore, advise me promptly whether you will meet my figure of \$750.00.

Yours very truly

Stanley J. Whiteman
Stanley J. Whiteman

SJW:VIP

Columbus, Ohio, February 18th, 1942. c

Mr. Stanley J. Whiteman,
Chamber of Commerce Building,
Indianapolis, Indiana.

Dear Mr. Whiteman:

I acknowledge receipt of your letter of the 17th instant relative to your claim against The Chesapeake and Ohio Railway Company.

My letter to you of the ninth instant sets forth the position of The Railway Company in this matter, and The Railway Company adheres to that position. Hoping that you may be able to see your way clear to accept settlement on that basis, and thus close the matter, I am,

Very truly yours,

Claim Agent

The Travelers

*The Travelers Insurance Company
The Travelers Indemnity Company
The Travelers Fire Insurance Company*

L. Edmund Zacher, President

Hartford, Connecticut

PHONE RILEY 3334

COMPENSATION AND LIABILITY
BURGLARY, PLATE GLASS
AUTOMOBILE
STEAM BOILER, PROPERTY DAMAGE
AUTO FIRE AND THEFT
FIDELITY AND SURETY

STANLEY J. WHITEMAN, MANAGER

BRANCH OFFICE
CHAMBER OF COMMERCE BUILDING
320 NORTH MERIDIAN STREET
INDIANAPOLIS, IND.

March 25, 1942

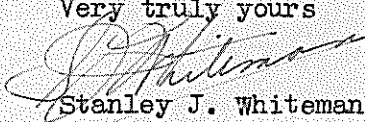
Mr. F. C. Amos, Claim Agent
The Chesapeake & Ohio Railway Co.
50 East Broad Street
Columbus, Ohio

Dear Mr. Amos:

Since your letter of February 18, I have given considerable thought to this matter. Frankly, I am disappointed, in that the Railway Company have refused to meet the compromise settlement which I suggested in my letter of January 27.

I wish to bring this case to a close, and as a result, will agree to accept settlement as outlined in your letter of February 9, 1942. It is my understanding the Railway Company will pay a total of \$600, which is to be a net settlement, the Railway Company assuming all necessary expenses over and above this amount.

Very truly yours


Stanley J. Whiteman

SJW:VIP

Columbus, Ohio, March 26th, 1942. c

Mr. Stanley J. Whiteman,
Chamber of Commerce Building,
Indianapolis, Indiana.

Dear Mr. Whiteman:

I have your letter of the 25th instant wherein you advise that you are willing to accept settlement of your claims against The Railway Company arising out of the accident to your mother and father on the basis as outlined in my letter of February 9th, 1942, and I shall arrange to handle the cases to conclusion on this basis.

I do not know if you have had anyone appointed administrator of the separate estates or not. However, before the matter can be handled further, if such appointments have not already been made, it will be necessary to have such appointments made by the Probate Court of the county in which your parents resided and that I receive a certified copy of certificates of such appointments. On receipt of such certified copies of certificates of appointment, I shall proceed to have the necessary papers drawn to procure the approval of that Probate Court to the settlements we have agreed upon.

As I stated in my letter of February 9th, there will be some court costs in connection with the filing of the papers to procure the approval of the Probate Court, and The Railway Company will pay such costs when such papers are filed. You will note my letter of February 9th sets forth the papers which The Railway Company is to prepare and to pay the expense of filing. This, of course, does not include the court costs in connection with the appointments of the administrators.

Yours very truly,

Claim Agent

Columbus, Ohio, April 10th, 1942. c

K-4278

Mr. H. L. Dunham,
General Claim Agent.

Dear Sir:

- Fatal injuries J. E. Whiteman and Mrs. Daisy Whiteman, white, travelers on highway, Fostoria, Ohio, October 18th, 1941 - Damage to 1930 Oldsmobile sedan belonging to J. E. Whiteman -

Referring to your letter of February 5th.

I have agreed upon settlement in these cases upon the basis of \$600.00, \$300.00 to be paid to the administrator in each case, plus court costs incurred in the Probate Court for the approval by that court of the settlements agreed upon. Clarence W. Latshaw, Fostoria, Ohio, has been appointed administrator by the Probate Court of Seneca County, Ohio, in each case, and I am herewith enclosing certified copies of letters of administration issued by that court. I am also enclosing the following vouchers, together with supporting papers, to cover the settlements agreed upon:

Voucher No. 5128, amount \$300.00, in favor of Clarence W. Latshaw, Administrator of the estate of J. E. Whiteman, deceased, Fostoria, Ohio.

Voucher No. 5129, amount \$300.00, in favor of Clarence W. Latshaw, Administrator of the estate of Daisy L. Whiteman, deceased, Fostoria, Ohio.

Inasmuch as it will be necessary for Wilson & Rector to draw papers to be filed in the Probate Court in connection with the approval of these settlements, I presume that you will want to have instructions issued in that regard. I have written the firm of Wilson & Rector, giving them such facts as may be necessary to draw these papers.

Will you please approve these vouchers and return them to me for delivery to Wilson & Rector.

Yours very truly,

Claim Agent

42

April 10	For this amount agreed upon and accepted, without any other consideration, promise or agreement, in full settlement, satisfaction, release and discharge of any and all claims or causes of action whatsoever, arising from, growing out of, or in any way connected with fatal injuries received by the said J. E. Whiteman, and damage to automobile belonging to the said J. E. Whiteman, at or near Fostoria, Ohio, on or about October 18, 1941, as per the approval of the Probate Court of Seneca County, Ohio.....	\$300.00
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05 04 416 2	\$25.00
41 05 60 420 2	<u>\$275.00</u>
Total....	\$300.00

Hocking Division

XXXXXXXXXXXXXXXXXXXXXXXXX THREE HUNDRED & 00/100 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

fatal injuries received by the said J. E. Whiteman,
and damage to automobile belonging to the said J. E. Whiteman, at or near Fostoria, Ohio, on or
about October 18, 1941, as per the approval of the Probate Court of Seneca County, Ohio.

Clarence W. Latshaw, Administrator of the
estate of Daisy L. Whiteman, deceased,
Fostoria, Ohio.

62

5129

42

April 10 For this amount agreed upon and accepted, without any other con-
sideration, promise or agreement, in full settlement, satisfaction,
release and discharge of any and all claims or causes of action
whatsoever, arising from, growing out of, or in any way connected
with fatal injuries received by the said Daisy L. Whiteman, at or
near Fostoria, Ohio, on or about October 18, 1941, as per the
approval of the Probate Court of Seneca County, Ohio..... \$300.00

41 05 60 420 2 \$300.00

Hocking Division

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX THREE HUNDRED & 00/100 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

fatal injuries received by the said Daisy L.
Whiteman, at or near Fostoria, Ohio, on or about October 18, 1941, as per the approval of the
Probate Court of Seneca County, Ohio.