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DISTRICT NO. 14  
UNITED MINE WORKERS OF AMERICA

PITTSBURG, KANSAS,

May 18, 1926

Mr. Hearl Maxwell,  
Sec. L.U. 2397  
Mulberry, Kansas

Dear Sir and Brother: -

Following is the disposition of cases taken up at your mine yesterday, between the Mine Foreman, Mine Committee and myself.

I took up the case of Frank Wilmer (Check #11). In this case the Mine Committee claims he should be paid 15 ft. of 12 ft. work. The evidence presented in this case shows, according to contract, that this amount cannot be collected inasmuch as our contract gives the mine foreman the right of the direction of the working forces, and Cunningham claims that he ordered this man to shoot a piece of coal out within this measurement of 15 ft. between two slips, which he had a right to do according to contract, and then if he had any deficient work, he could demand it and make the mine foreman pay for it. Therefore, I cannot collect 15 ft. according to contract, but I did collect one foot of horseback, and \$1.00 for rash.

In regards to the case of John Oliver (Check #204) wherein he is demanding 2 yards of 12 ft. work. The evidence in this case shows that Cunningham had paid him 4 yds. of 12 ft. work, which was an agreement between himself and Cunningham. The following measurement day, Cunningham deducted the 12 ft. that he had paid him in the half before. In view of the facts in this case, I cannot collect any more for that work. I settled the case with Tom Cunningham for \$8.00 for rock and rolls.

In the case of John Gallett (Check #161) wherein he claims that he has squealy coal and is demanding three days of company work. The evidence that I have in this case does not show me where he made any demands of the mine foreman to be paid company work. I find that all he did in regards to claiming any extra compensation for this squealy coal, was to tell Cunningham that he had squealy coal and wanted to get dynamite. Our contract says that a man cannot do over \$1.25 worth of work without calling the mine foreman in and showing him his deficient work, and make his demand, and it must be agreeable between the mine foreman and man involved. In view of the facts in this case, all that I could do according to contract was to collect \$1.25 for this man, which I did.

With best wishes, I am

Fraternally yours,

*Ed Mc Luckie*  
Bd Mbr.