



E. I. DU PONT DE NEMOURS & COMPANY
INCORPORATED
WILMINGTON, DELAWARE

CREDIT & COLLECTION DEPARTMENT

136.A26
August 25, 1937

File CC-63

To - C. M. Spargo - Legal Dept. Bldg.
From - Assistant Credit Manager
Tuller & Moosman
Brooklyn, N.Y.

We attach hereto copy of recent report received
from our attorneys which we believe you might be interested.

MD

C. E. BOSTON

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P
YJENKINS AND BENNETT
PHILADELPHIA, PA.

August 20, 1937

E. I. duPont de Nemours & Co.,
Wilmington,
Del.

Gentlemen: IN RE: TULLER & MOOSMAN- BROOKLYN, N.Y.

We inquired of our correspondents and we have ascertained that the action of Kennedy against the City was terminated by a settlement for about \$61,000 on a claim of \$278,000. Of this amount, Tuller & Moosman was to receive \$8,000 on account of its claim for extras for about \$40,000.

By the settlement between Kennedy and the City, it was determined that the claim of Tuller & Moosman for extras was \$8,000. That amount, of course, was not paid because of the pending action. There was no settlement between Kennedy and Tuller & Moosman other than the determination outlined. Kennedy, however, claims that Tuller & Moosman did not complete its contract and Kennedy claims an offset to the extent of \$13,080 covering various items.

In order to succeed on your claim, it will be necessary for us to establish at the trial that Kennedy owes Tuller & Moosman money. In the allegations contained in the answer filed by Kennedy, there is a denial of owing any money in view of Kennedy's offset. In order to reach a compromise, Kennedy's attorneys offered as an inducement to Tuller & Moosman that Kennedy would reduce its claim against Tuller & Moosman so that some fund might be created to pay you but Tuller & Moosman have refused to settle. The case will, therefore, proceed to trial, which is set for September 27.

If there is additional information you desire at this time, we shall be pleased to furnish it.

Very truly yours,

(stamped) Jenkins & Bennett

C1-4