

purpose, when Charns and Eddy Co's were organized. When Mr. Ferguson, in my absence, argued the matter before Judge Freeman, it was not made known to the court (only Mr. Cronin and myself knew it) that Lincoln Co. already had the money as a special fund to pay these outstanding warrants and she should now still have the money in the hands of the Treasurer. Hence a mandamus lies, contrary to Judge Freeman's idea at the time, as he did not know (from Mr. Ferguson's argument in my absence) that the money was already on hand for that explicit and only purpose.

Had I returned, as I expected, it was my intention to make that matter clear to the court and have the writ mandatory issue.

I fear that any interest I may have had in the suit, in the nature of a fee, I may have forfeited by long delay, though fault was not mine, but misfortune.

Anything and everything I can do to assist you in this matter I will be most happy to do. Please present my regards to Mr. Nolan and ask him to forgive me.

Very respectfully,
W. J. Ryan.