

[TO: Elias Carr, Raleigh, N.C.]

Ridgeway N.C., 4-22/96.

Cousin Elias:-

At my earliest chance

I have seen C.A. Cook attorney for the
defunct company.

My father with others as you assume
gave his note for his stock; and his ^{note} ~~note~~
was secured by mortgage on ^{779.} ~~500~~
acres of land which we now own.

He paid in only about 40% - which
would leave 60% of his note due -

The note & other papers were
burned in the Warrenton fire.

Mr. Jacob Parker wound up the affairs
of the Co. He said everything was
paid off but this disputed claim
of Norman; & he cancelled all
mortgages and closed up the
Company. The Company has

claimed to have been out of ex-
istence since that time (about 10 yrs
ago). It (the company) has carefully
avoided doing anything that would
authorize any one to infer that it
was in existence. And this money
we now pay, Cook soap is paid
as a contribution by us as individuals
& not as an assessment on us as
stockholders. The case, he says, is not
settled by any decree or order of court
but has simply been dismissed
from the docket. This claim has been
on docket more than 10 years
& is no new matter. Cook soap no new
matter can come up - in the first
place there is nothing unsettled & then
he looks to the statute of limitations for
the relief of anything that might be

started against the Co.

All this is just legal opinion. No power exists anywhere to grant us further immunity than we now possess, that is I can conceive of none.

I had already seen the cancellation of the mortgage, & knew of the destruction of note - hence allowed you to buy.

But I would repeat that from hearsay from those best informed we are now safe. While I think so, I am particular, as you see, to tell you no facts but what Cook says.

If I can give you any information further I will be only glad to do so. Certainly in helping pay this you can assume no personal liability.

Write me please what to do with our 2 bales of Cotton. With kindest regards I remain

Yrs truly

Burkett