

West Union W. Va.

Mar. 28 1893

Dear Sir

I write to thank you for your opinion and exposition of the matter referred to you. Your explanation is fairly satisfactory, however, I can not understand how a thing can be both legal and illegal. That is, if this scheme is so well guarded as to violate no law it seems to me that it falls within the scope of law and should be subject to the laws relating to contracts. Again it is difficult for me to distinguish the difference, in point of consideration, between a reward

of this kind and one for the recovery of goods lost or stolen, or for the capture or arrest of a criminal. For instance; A loses a horse worth 100 dollars, and offers a reward of 25 dollars for its recovery. B goes in search of the horse, finds it in a short time and restores it to A who refuses to pay the reward on the ground that B hasn't earned the money. In other words, he pleads a want of consideration on B's part. By the way, I might add, that the most satisfactory explanation of the difficulty I have found is in your last Notes wherein you show that in American law we have rights without remedies.

Yours very truly

David C. Coltrane