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U.S. Dist.Ct. N.D. Ill. (Ret.)

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Dear Michael:

I have your letter of August 31, 2001 and am sorry that I cannot help you more with your history of the Milwaukee Railroad. I frankly do not recall any conversation with William Johnson of the Illinois Central Railroad concerning any subject of the Milwaukee reorganization, but I know that he was well acquainted with both Dick Ogilvie and Stanley Hillman. I have no recollection how I happened to choose Stanley Hillman, but at the time as I recall he was one of the few qualified persons available as trustee. I do not have the facilities or even desire to investigate Mr. Hillman's background, but I knew enough of Ogilvie to select him for both of the positions which he later held with the railroad.

It is my recollection that Dick Ogilvie, after he had been appointed as trustee, asked me if I would have any objection to serving on the Board of the Illinois Central. I said I did not, because I could not see any conflict of interest and do not believe that I knew that he was a close friend of Hillman's. As a matter of fact, it is my clear recollection that I was satisfied with the work Hillman was doing as trustee and urged him on a couple of occasions, perhaps through his wife, to keep the job. However, as time went quickly by, it became apparent that he was not going to be able to do this.

As far as my retirement is concerned, I first went on senior status when I became eligible for that, and then I was surprised to find that I was eligible for retirement due to my history in the 3rd United States Army under Patton. I had been on the State Court for five years and a total of nineteen years in the Judiciary, and I felt that this was enough public service for me. I do not recall any pressure or illness during my supervision of the Milwaukee reorganization, and most of the decisions were originally made by Ogilvie. I had told him early on that I did not wish to discuss matters of this nature with him except in court, and this was the practice which we followed consistently after that time.

I might add that on my own initiative I gave Ogilvie a bonus of \$100,000 one year for his accomplishments, and was a little surprised by his subsequent petition for an additional bonus of \$3,000,000. Fortunately I was not sitting to act on that petition, but I understand that my successor did grant him a substantial bonus. I had told Ogilvie when he was appointed as attorney for the trustee that I did not want him to take any fee shares from

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his law firm of Isham, ^{Lincoln} ~~Liken~~ and Beale which originated with the payments from the ^{the} Milwaukee Railroad. I do not think that Ogilvie particularly liked that restriction but he did not complain about it, and I do not believe he took any compensation other than the legal fees which were reasonable and customary. As you will note, my memory of these matters is far from perfect, although what I have put down in this letter is accurate so far as I know. I would be happy to meet with you or correspond further if you desire.

Yours very truly,



Thomas R. McMillen

TRM/arg