Paper sent to Trustee but never acknowledged or accepted.

Mayville, N.Y.

24 March 1896.

To the Philadelphia Trust and Safe Deposit Insurance Company, Trustee under the will of Joseph E. Temple, Deceased, Philadelphia, Penna:

Whereas, you are the holder of a note of the Our Continent Publishing Company, dated May 24, 1884, for $2,500, to my order and by me endorsed to said Joseph E. Temple, and

Whereas, you are the holder of Policy No. 264,530, in THE EQUTABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, upon my life, the amount of said policy being $15,000 upon the semi Tontine plan, which was assigned to the said Joseph E. Temple in security for certain indebtedness of which the note above namedis part, the other having been paid off and discharged, and

Whereas, the conveyance of said policy of life insurance to the said Joseph E. Temple deceased, is in form absolute, though intended and designed only as security, and

Whereas, the premiums on said policy were paid by me, up to a certain date and thereafter by the said Joseph E. Temple under an express agreement that the same would be ~~xxxxxxxx~~ kept up and that the same would be re-assigned to me on payment of said indebtedness and the amount paid as premiums on said policy, or in case of my death, that the amount of said policy over and above the amount of said debt and premiums should be paid to such person as I might designate, and

Whereas, I am informed and believe, that the premiums on said policy of insurance have been kept up, as agreed by said Temple and the same thus kept alive and in full force, and

Whereas, the Statute of limitations will soon run against said note, unless you sue upon it, now, in consideration of your agreement not to sue at this time, and your farther agreement that the said policy shall be kept alive and held by you as security for said debt only, and that the same be re-assigned to me, or in case of my death, the proceeds thereof, after the payment of the said note, the amount of the premiums paid by said Joseph E. Temple in his life-time, and by his estate since his death, to my heirs or the legal representatives of my equtable interest therein, I hereby agree to pay the said note, and not to set up the defence of the Statute of limitations in any proceedings upon said note for the recovery of the amount thereof.

Albion W. Tourgée

Duplicate original mailed to H. B. Russell, Asst Trens. Phila. Trust and Safe Deposit Co. Phila Pa, March 24 - 1896.

The above was sent to Wm. Russell but not accepted by him. At that time he was threatening suit on the note and I had a particular reason for wishing to avoid publicity at that time. Afterward he sent on Apl. 28-1896, the agreement sent herewith and marked Exhibit ___. There was no consideration for said agreement except the promise not to sue for two months. ~~This was~~ The above instrument was merely a tentative proposition made to him as a basis of agreement, never accepted and cannot be put in evidence. The reason this was rejected by the Trustee is because of the statement marked above as to the real consideration for the assignment, to wit, other notes which had been satisfied or