

52 Cours du Jardin Public,

Bordeaux, France, September 13, 1903.

My dear Kilmer:

It is the 13th of September, 1903, and this day the Period of the Tontine Agreement between me and the Equitable expires.

I am alive enough as you see. Indeed, my health is better to-day than it was 19 years ago when Joseph E. Temple took my physician out into the corridor of the Continental Hotel Philadelphia, and after consulting with him for a time returned and said he would pay the premiums on that Policy while I lived. I come of an awfully long-lived family and may live 20 years longer and if Temple's Trustee keeps on paying premiums it may amount to a big sum.

I executed the conveyance of the Tontine to Mrs Tourgee this morning and shall attest it before the Vice-Consul tomorrow

Please file the original with the Company on or before Oct. 1st, 1903, take receipt and have the hour of filing noted on the Duplicate original which I send with it.

There was no need of notifying the Company of any contest before the expiry of the "Tontine Period." Up to that time, I had no interest in the Tontine Dividend--only a hope that I might have such an interest. To-day an interest accrues and I assign it at once to my chief creditor whose claims have been reduced to judgment and are docketed in Chautauque County, N.Y.

We do not care what may be done. Ours is a waiting game.

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They must either:

- 1--Sue me on the note, or
- 2--Sue the Company for the Tontine, or
- 3--Keep on paying until my death.

I do not think they will do the first because they would gain nothing thereby and put themselves at the tail of a lot of precedent judgments. I do not think they dare sue the Company for the Tontine Dividend. If they wish to do so, let them. We are willing to meet them.

If they stop paying, they can at best, only get the present cash-surrender value of the Policy.

There is a lot of rough walking before the Trustee if he tries to get more than the cash-surrender value of the Policy without my consent. If he is willing to take that amount or perhaps a little more, and surrender all claim on the Tontine, it can probably be arranged.

All that is in the future, however. We will do nothing more until the Trustee shows his hand.

Please learn:

- 1--The cash surrender value of the Policy without the Tontine.
- 2--The amount of the entire Tontine Dividend.

When I have this information, I think we shall be ready to negotiate. I have considerable hope of being able to make up to Mrs Tourgee some of the money she lost by advancing it to me for the Continent, out of this matter. She did not hesitate to sell or mortgage all she had to help me out. This amounted to more than \$20,000, not counting interest. This consisted of her prop-

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erty in North Carolina, which sold for nearly \$10,000; her property in Mayville for which she paid \$10,000 in cash. Beyond that she assumed several thousand dollars of debt which she paid off with money coming to her by inheritance.

I tell you this merely to show the absolute validity of her claims as a creditor for which she holds judgments and which I have never been able to discharge.

It is because of this that I am making fight on the Tontine. When it becomes necessary to treat with the Trustees, you will have all these things in mind.

*** If there is anything you do not understand or need any farther information, do not hesitate to make your wants known.

Thanking you most heartily in advance for any trouble you may take in this matter, I am,

Most sincerely yours,