

52 Cours du Jardin Public,

Bordeaux, France, June 17th, 1905.

My dear Mr Moot:

As intimated in my letter of a few days ago, I wish to consult you in a matter which I will try to state as briefly and comprehensively as possible. It is this:

On September 13th, 1883, the Judge took out an Insurance Policy in the New York Equitable Society on the 20 year Tontine Plan. It was while he was on the CONTINENT. There was at that time connected with the advertising department, a man named Henry Tagg. The Judge was then trying to capitalize the CONTINENT COMPANY by selling shares and to keep the concern afloat in the meantime, was borrowing money for running expenses. This was always done through Mr Tagg, and it was not known for some time from whom Mr Tagg procured the money as he was not supposed himself to be a man of means. These loans were always for short periods, signed by the Company and endorsed by the Judge, --never more than for three months--and always ~~for~~ at most usurious interest. For instance if a note was given for \$~~2000~~, for three months but \$2000, would be realized for it. At first the Judge's endorsement of these notes was deemed sufficient as they were as a rule promptly paid. This went on for some time, then it was found necessary to raise a larger sum--\$25,000,. Mr Tagg was consulted, thought he could manage it. The next day came to the Judge, said he had found the man who would lend the money but he would require some good security. Then we learned for the first time with whom Mr Tagg was dealing--a Mr

Joseph E. Temple, a well known note-shaver of Philadelphia, was in the city at the time. As things were desperate as to finances and the Judge thought something must be done, he turned over to Mr. Temple for security, this Life Insurance Policy and a large amount of Continent stock, giving for six months the Company's note with his usual endorsement, for \$25,000, -- but receiving but \$20,000, -- that is paying \$5000, interest. Before this note became due, the Continent had moved to New York. This note was paid on maturity by the purchase by Mr Wm. D. Holmes of Pittsburg, who was desirous of becoming Art Editor of the Continent, of one third interest in the stock of the Company. The stock which had been held as security was released, but the Policy of Insurance was held, as it was found necessary every little while to borrow small amount. This was always done through Mr. Tagg, with the same usurious interest. The Judge in the meantime was travelling all over the country and pouring money into the Continent. Of course, he could not give the business any personal attention and he was cheated right and left by those in whom he trusted. He was so honest himself, he could not think others were not the same. I did live but a year or two.

When the Continent finally ceased publication in July 1884, Mr. Temple held a note of the Company endorsed by the Judge for \$2500., having, of course, the Insurance Policy as security which he had never given up. A week or so before the yearly premium on the Policy became due, (\$569.55), we being in Mayville, the Judge had a letter from Mr. Temple asking if he were able to pay it. He was not. He was in very poor health, and I did not think he ought to let the Policy lapse. I had

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a little money which I had saved from the wreck for emergencies, but could only spare \$300. This was sent to Mr Temple who was asked to make up the deficiency. This he did. A little time later, the Judge was called to Philadelphia on matters connected with the Continent failure. He was in no condition to go, as he was still staggering from of failure and business complications under the blow, and in a very depressed condition of mind. I could not afford to go with him, so he went alone. A few days after reaching the city he was taken seriously ill at the Continental Hotel in that city. His warm personal friend as well as physician, Dr Chas. H. Thomas was summoned, and while he was with the Judge, Mr Temple, who had learned from the papers that the Judge was in the city, called to see him. After consulting with Dr Thomas, who had received his card, Mr Temple was admitted to the Judge's room. He then told him that he would keep up the Insurance Policy until the Judge should be able to do it himself --was very kind and nice about it--as he saw how the Judge was suffering from wounds, disease and financial losses. Dr Thomas had told him that the Judge's tenure on life was a very frail one and that he did not think he could live but a year or two.

A few years after Mr Temple died, leaving instructions to his Executors to keep up this Life Insurance Policy. Mr Tagg also died, I think even before Mr Temple, while the Judge struggled on for 20 years.

What followed in the interim will be seen by papers which I send under separate cover by registered mail. At the end of the Tontine Period--September 13, 1903, the Judge transferred to me all his interest, etc, in the Policy, and that I be entitled to choose which of the three plans of the Tontine I would accept--not dreaming that the So-

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Insurance Society would permit the holders of the Policy--which had been transferred to other parties by the Temple heirs--to make any such selection, deeming that right inhering in the party insured, no matter what he had done with the Policy. They did, however, do this on the very day the Tontine Period ended, without having any positive knowledge that the insured party who was across the ocean, more than 3000 miles away, was alive when that moment arrived. Had ~~he~~ ~~known~~ ~~that~~ ~~he~~ ~~was~~ ~~alive~~ ~~at~~ ~~that~~ ~~time~~ ~~he~~ ~~would~~ ~~have~~ ~~cabled~~ ~~a~~ ~~protest~~ posed such a thing possible, he would have cabled a protest.

His idea was that the whole thing was fraudulent--the usurious interest barring the note, as well as some other things explained in the memorandum accompanying the papers in the separate enclosure--that the parties who claim under Mr Temple's will have no right to any more than what they have paid on the Policy as premiums and the interest on the same--amounting to \$16,672.80. They were paid on Sept. 14, 1903, \$6070.80.

When the matter came back to him, he was too ill to carry it on farther and told me to consult you when he was gone, and you would know whether it was worth fighting for. So I am doing his bidding.

My poor husband! How his life was embittered, ruined, by his trying to do what he had no capacity to do. His mind was too large to take in business details, and without that ability no one can succeed in such ventures as the Continent, which took all his fortune, his ambition, his hopes--everything but his wife. When my instincts were all against him in such things and I could not convince him, I always took hold with all my practical energy to help, determining that nothing should disturb the harmony of our wedded lives. This has been my life rule, and it was never disturbed.

I have the blank for the "Proof of Death, etc", from the Equitable,

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to be attested by the Consul, as the Judge died in a foreign land. I shall not send this on until I hear from you that there is nothing to look for in the matter. I enclose a Power of Attorney which will enable to do anything for me that you deem necessary. Of course, there will be no payment made until the Proof of Death is filed and that I can easily delay until I see fit to send it on.

The Equitable, not being in good odor now, it may be a good time, -- if there is any case for me -- to give them a little more bother.

If there is anything I could explain and have not, you have but to so signify. There is no one living that knows anything about this transaction, except our book-keeper -- that is -- the Continent book-keeper, and as he only received money and paid it out, his knowledge as to where it came from, is not reliable. I, alone know and my unsupported testimony may not avail.

I will not write more now. I have to keep as busy about business matters as possible so as not to think. My beloved husband who has been all my thought and care so many years has passed "beyond", and I have not yet learned how to regulate my life without him.

Sincerely yours,

Emma K. Burge