THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

1201-5

#### CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

# WESTERN INION 1571

R. B. WHITE

NEWCOMB CARLTON

J. C. WILLEVER

SIGNS

DL = Day Letter
NM = Night Message

NL = Night Letter

LC = Deferred Cable

NLT = Cable Night Letter

Ship Radiogram

The filing time shown in the date line on telegrams and day letters is Standard Time at point of origin. Time of receipt is Standard Time at point of destination.

Received at Louisville, Ky.

RXCDU36 11= CD NEWYORK NY 11 1251P

HONORABLE CHARLES I DAWSON=

DISTRICT FEDERAL JUDGE LVILLE=

1935 FEB 11 AM 11

MINUTES IN TYANS'T FULL RAIL DAY LETTER

BOTH PARTIES AGREE EXTENSION OPTIONS MARCH TWENTY SEVENTH

LEAVING THREE THIRTY=

ELLSWORTH REGENSTEIN.

STATE OF KENTUCKY J. DAN TALBOTT OFFICE AUDITOR OF PUBLIC ACCOUNTS BEN MARSHALL
ASSISTANT AUDITOR FRANKFORT October 12, 1933 Judge Charles I. Dawson Federal Building Louisville, Kentucky Dear Judge Dawson: Enclosed is an anonymous letter I have received which is very interesting. Yours very truly, Dan Jalback JDT:EM

3. As a policyholder and as a citizen of Louisville and of Ky;, I am interested in this Co. I am not signing my name, not because of what I have said, for they are facts which you can verify by investigation, but because for the present I believe I might get better results and avoid complications by not disclosing my identity. This will be done later, if necessary. I assure you that if this lien in increased to 100%, I shall carry this matter to the Supreme Court of the U.S., if necessary, to get my rights and shall employ the best attorneys available. The Ky. Home Life will get some more free unfarorable publicity. I am in no way connected with any suits pending now. Anticipating your serious consideration, I am, A FELLOW INTER-SOUTHERN POLICYHOLDER. P.S. I understand the German-American Life agrees to pay something to stockholders eventually and it looks as if some value at least could be placed on the stock. You represent the citizens of the state and should be proud of it. Be their champion! If you had paid premiums for 15 years and had to lapse you policy thru no fault of your own, how would you like to have a 100% lien which would give no Extended Insurance. I see no reason why Death Claims maturing should have preferred rights and be paid in full. Each man is entitled to his share legally and equitably. How many policies do you think will be in force in a year with a 100% lien. Nothing but poor risks would be left and receivership of the Company in the end would be the result.

September 22, 1933. Hon. J. Dan Talbott Auditor, State of Kentucky. Frankfort, Kentucky. Dear Mr. Talbott: I am a policyholder to considerable amount in the Kentucky Home Life Insurance Company, as I understand you are also, by virtue of their reinsurance of the Inter Southern business. My policies which are several years old have already been subjected to a 60% lien with your approval and that of the Frankfort Circuit Court. It is of course questionable whether you and your department had any legal authority to take away my rights and effect the reinsurance without my consent--whether or not you actually represented phlicyholders in court to this extent. After this had been done, there was nothing for me to do but to take my loss so the company said or quit, in which instance I would lose too. My attorney advises that you would have advises that you would have authority to effect the reinsurance if the Ky. Home Life had assumed all obligations, but since they did not do this, consent of policyholders was necessary. Be that as it may, it certainly was a "slam" on Kentucky's Insurance Department which is supposed to execute the compulsory Deposit Law that there was only 40% of the assets available in the Inter\*Southern that should have been. That was shock enough! I have now learned from undisputable authority that some of the officers of the Ky. Home Life Ins. Co. with whom I understand you are well acquainted are making preparations to demand a 100% lien because of the loss of the Missouri State Stock. I don't know whether or not you expected such a request. If not, get ready. You went into office as did a lot of other state officials with the people's full confidence and faith in your integrity. I still have faith in you but must admit sometimes, Dan, it nearly wavers. You have already been the sucker twice in recent months with the Kentucky Home Life and that in a big way. First, Barnes and Cohen took you for a ride in getting your supposed approval of the sale of the Greenfield interest to them. Then, the Missouri Insurance Department has apparently taken you snipe hunting with the Missouri State Stock and left you with the bag to hold --- still holding the stock I guess in your vaults. Well, now, the same bunch wants to make a fool out of you again and increase the lien to 100%. If you have any "guts" at all you, won't countenance that no matter how good friends the officers are and how much they "honey around you." If you do, you should be subject to impeachment for malfeasance and misfeasance in office. The last annual statement of the Ky. Home Life which your Dep't. approved, showed liens of \$7,182,726 which was a 60%lien. Paragraph 28 of the reinsurance agreement which was sent me provides the manner in which the lien may be increased. It provides that "the lien herein imposed shall be increased by the amount that such impairment exceeds the amount of the unassigned funds."

Such impairment certainly could only be based on the values @ 6/30/32 and not on those created after that date. Even if you gave no credit for the surplus on the Inter-Southern business, it would appear that the lien bould not be over 79%. Certainly the surplus should be considered and it should be even more than that stated in the last statement in view of the large number of lapses which I understand the Company has had. The 79% figure is arrived at using the following algebraic formula: % lien to be established x equal 7,182,726 56789910 7,182,726 79.06 % This assumes that all the stocks of the Co. have been eliminated and does not take into consideration the surplus. Certainly there are some other stocks remaining! In determining the 60% lien, you have permitted the Ky. Home Life to mark down every questionable asset to \$1.00 . If any actual effort were made on the part of the Company to collect these items several Hundred Thousand Dollars could be obtained. Any other insurance Co. would have to pay renewal commissions, but most of these have been eliminated which increases the profits to come in the future. By the way, I learn that the Home Office Pensions were recently paid in full--not waiting as the reinsurance agreemnet provided. Policyholders would have been glad to have been paid even with a discount too. This is certainly a mess. I have faith in you and do not believe you will permit another steal and furthur reflection on your Department. I quote and excerpt from a letter signed by you dated 8/6/32, a copy of which was sent me by the Ky. Home Life:

"Under the terms of the agreement, by which the business of the Inter-Southern is taken over, all death claims both present and future, are to be paid in full, and this Department is of the opinion that the Inter-Southern assets will be so handled that all liens on religious will be reid off. liens on policies will be paid off, and that ultimately no policyholder will lose a dollar. "The Insurance Department of Kentucky and Receivers have built up for policyholders of the Inter-Southern Life Insurance Company a proposition that will make falues of policies in the Inter\*Southern whole, if the policyholder continues to pay his premiums." You will certainly have a lot to be proud of if the lien is increased to 100%. I understand some of the Ky. Home Life officers favor a 75 % lien at the most. This might be considered fair.

HARRY S. TRESSEL CERTIFIED PUBLIC ACCOUNTANT and ACTUARY 10 SOUTH LA SALLE STREET CHICAGO TELEPHONE CHICAGO, ILLINOIS HAMMOND, INDIANA FRANKLIN 4020 April 14th, 1933 Honorable Charles I. Dawson, Louisville, Kentucky. Dear Sir: I want to talk to you and Mr. Woodward concerning some matters that are being raised by the State Attorney's office about the Security and Keystone transactions in connection with insurance companies. There is a very intensive investigation being conducted by the State Attorney's office. Just what they are driving at I do not know but it seems to have reached serious proportions. It comes at a time when conditions are not good at the best and I find myself in a very, very hazardous position concerning furnishing attorney's fees, bonds, etc. should that become necessary. I would like to have your advice on several matters and would appreciate having an opportunity to talk to you and Mr. Woodward. Another matter that concerns me is the funds I will necessarily have to have should these matters take a turn for the worse. I am not in any way asking help as a matter of charity but do feel that the Inter-Southern, Kentucky Home, and Greenfield interests did not give my matters the consideration they were entitled to in the way of payment for services which I rendered in good faith. Sometime ago I dropped you a memorandum stating the basis of these claims. I have not heard in regard to them but would appreciate it very much if there is any way that you could assist me at this time in getting them paid. The matter

April 14th, 1933 #2 Honorable Charles I. Dawson is an emergency and I need all the help I can obtain. I feel I did my part in being of service and cooperating with the old organization, Greenfield, and the Kentucky Home organization until the recent change. For your information I am enclosing another copy of the three items for which I would like to have some return and believe I most certainly should be reimbursed for the first and third items mentioned in this memorandum. The first expense is for \$487.00 and the third should be from \$1500.00 to \$2000.00. Business has been fairly good with me but not of the proportions fit to meet this emergency. Have been very happy in my work and would like nothing better than to forget all the Keystone history. Have been busy on the Illinois Life, Northern States, and some other companies. Give my regards to my friends. With best wishes, Sincerely yours, HST.ME Tressel

Mr. A. B. Chandler and Fidelity & Columbia Trust Company, Co-Receivers, Inter-Southern Life Insurance Co., Louisville, Kentucky.

Gentlemen:

There are several matters concerning the Inter-Southern Receivership and the Kentucky Home that I would appreciate having disposed of once and for all.

The first one concerns an expense account which is on file, and incurred prior to receivership, for services for the Inter-Southern for the time and expenses as reported. This account was called to your attention last spring immediately after receivership and you advised me you thought it would be taken care of at the proper time. I know several of these accounts have been paid and am at a loss to understand why I should be informed that mine "cannot be recognized by the Receivers as a liability against the Inter-Southern assets". I respectfully request that the matter be reconsidered, or at least some definite reason given as to why it should not be paid as compared to others that have been paid.

Second. During the course of the last eight months I have cooperated with the Receivers and Kentucky Home and have made several trips to Louisville and two to St. Louis in the interests and behalf of the Inter-Southern or the Kentucky Home. I want to be perfectly honest in stating there was no direct official authorization for these trips, particularly those to Louisville, but I did meet officers of the Kentucky Home at St. Louis twice by appointment, without rendering any account. This matter I am willing to leave entirely to the discretion of the Kentucky Home and the Inter-Southern.

Third. At the request of Mr. Barnes and later concurred in by Mr. Greenfield and Mr. Wurzel, I entered into negotiations for a contract of re-insurance with the Security Life. Our proposal was completed and ready for filing and I believe in as good a form as any proposal ever presented. Mr. Sharp and his associates, of Woodward, Fondiller & Ryan; Mr. Yenter of Des Moines; and Mr. Corlett, of Rosenberg, Corlett & Toomin were constantly in conference with me for a period of five weeks, preparing this proposal. My understanding concerning my compensation was that I was to agree to accept whatever Judge Dawson decided my compensation should be. This can be confirmed by you through Mr. Wurzel, Mr. Sharp or Mr. Yenter. Our proposal was ready in every particular, as far as the work that I was concerned with, prior to the date for closing the filing of contracts and I believe would have been accepted except for the lack of authorization to file from Louisville. My opinion is that the contract would have been accepted had it been filed with the proper authorization within the time required but the delay in getting the proper authorization and delay in incorporation placed the proposal beyond the period for consideration by either the Receiver or the Court. It does not seem fair to me that I should have been penalized, having done my work for five straight weeks, because of the failure of your corporation to qualify. I would appreciate having Over

this matter settled and adjusted and am still willing to accept the opinion of Judge Dawson as to what he thinks my compensation should be.

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Secure and the second second to the second second section of the second second

· Very truly yours,

Harry S. Tressel

United States District Court Western District of Kentucky CHAS. I. DAWSON HIDGE Louisville, Ky., February 15, 1933. Hon. A. B. Chandler, C/o Kentucky Home Life Insurance Co., Louisville, Ky. Fidelity & Columbia Trust Co., Louisville, Ky. Gentlemen:-I am just in receipt of carbon copy of letter from Mr. Harry S. Tressel to you gentlemen as Receivers of the Inter-Southern Life Insurance Company. I note particularly what he says with reference to some work done by him at the request of Mr. Barnes, with the approval of Mr. Greenfield and Mr. Wurzel, looking to the reinsurance of the business of the Security Life. I know that he did do some work of this sort, but of course he was not doing this work for the Receivers of the Inter-Southern. As I understood it, he was working up the proposition for the consideration of the Kentucky Home Life. His letter is the first information I ever had that he was to receive compensation, the amount to be fixed by me. My general understanding, from hearing the parties talk, was that if he succeeded in getting an acceptable proposition for the Kentucky Home Life he would be compensated, but certainly he has no claim against the Receivers for this work, and I can not conceive that he has any claim against the Kentucky Home, as the proposition was never submitted in tangible shape to the Kentucky Home, and the Kentucky Home did not secure the reinsurance contract. Very truly yours, Chas. I. Dawson CID-B

Louisville, Ky., February 15, 1933.

Hon. A. B. Chandler, C/o Kentucky Home Life Insurance Co., Louisville, Ky.

Fidelity & Columbia Trust Co., Louisville, Ky.

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Very truly yours,

Chas. I. Dawson

February 10th, 1933

Mr. A. B. Chandler and Fidelity & Columbia Trust Company, Co-Receivers, Inter-Southern Life Insurance Co., Louisville, Kentucky.

Gentlemen:

There are several matters concerning the Inter-Southern Receivership and the Kentucky Home that I would appreciate having disposed of once and for all.

The first one concerns an expense account which is on file, and incurred prior to receivership, for services for the Inter-Southern for the time and expenses as reported. This account was called to your attention last spring immediately after receivership and you advised me you thought it would be taken care of at the proper time. I know several of these accounts have been paid and am at a loss to understand why I should be informed that mine "cannot be recognized by the Receivers as a liability against the Inter-Southern assets." I respectfully request that the matter be reconsidered, or at least some definite reason given as to why it should not be paid as compared to others that have been paid.

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Please do not infer that I am attempting to "dig" by putting a "d" where a "p" belongs, but feel there should be some consideration given all three of these matters by the proper parties interested and would appreciate your cooperation in working out a satisfactory arrangement for all parties.

Very truly fours,

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HST.ME



# Postal Telegraph



This is a full rate Telegram or Cablegram unless otherwis indicated by signal in the check or in the address.

DAY LETTER

DL	DAY LETTER
NL	NIGHT LETTER
NM	NIGHT MESSAGE
LCO	DEFERRED CABLE
NLT	NIGHT CABLE LETTER
WLT	WEEK END CABLE LETTER

Form 16L

VE51 109 1 EX=Q LOUISVILLE KY 11 300P

CHARLES I DAWSON=

FEDERAL BLDG 6TH AND BWAY=

1933 JAN 11 PM 3 32

THE PRESIDENT OF THE KENTUCKY HOME LIFE INSURANCE COMPANY HAS
ISSUED A CALL FOR A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
SAID COMPANY TO BE HELD AT THE HOME OFFICE OF SAID COMPANY ON
SATURDAY JANUARY FOURTEENTH AT FOUR PM STOP THE PURPOSE OF THIS
MEETING IS TO REVIEW AND ACT UPON THE MINUTES OF THE MEETING OF
DECEMBER TWENTY SECOND NINETEEN THIRTY TWO STOP TO MODIFY CORRECT
RESCIND OR APPROVE THE VARIOUS ACTIONS TAKEN AND RESOLUTIONS
ADOPTED AT AFORESAID MEETING STOP TO ACT UPON THE RESIGNATION OF
DIRECTORS AND OFFICERS AND FOR THE TRANSACTION OF SUCH OTHER
BUSINESS AS MAY PROPERLY COME BEFORE THE BOARD=
S L GUTHRIE SECRETARY KENTUCKY HOME LIFE INSURANCE CO.



## Postal Telegraph

Commercial Cables



All America Cables

This is a full rate Telegram, Cabbayram or Radiogram unless atherwise indicated by signal in the check or in the address.	
DL	DAY LETTER
NL	NIGHT LETTER
NM	NIGHT MESSAGE
LCO	DEFERRED CABLE
NLT	NIGHT CABLE LETTER
WLT	WEPK END CARLE LETTER
	RADIOGRAM

Form

VE 53 26 1 EX=Q LOUISVILLE KY 11 300P

CHARLES I DAWSON=

FEDERAL BLDG SIXTH AND BWAY=

1933 JAN 11 PM 3 37

JANUARY THIRTEENTH IS WITHDRAWN STOP CALL IS BEING ISSUED FOR SIMILAR MEETING SATURDAY JANUARY FOURTEENTH FOUR PM=

S L GUTHRIE SECRETARY KENTUCKY HOME LIFE INSURANCE CO.







This is full rate Telegram or Cablegram unless otherwise indicated by signal in the check or in the address.

BLUE DAY-LETTER

NL NIGHT LETTER

NITE NIGHT MESSAGE

LCO DEFERRED CABLE

NLT NIGHT CABLE LETTER

WLT WEEK END CABLE LETTER

Form 16L 1709

6VEKD 109NL 1EXTRA

LOUISVILLE KY JAN 9 1933

CHARLES I DAWSON

THE PRESIDENT OF THE KENTUCKY HOME LIFE INSURANCE COMPANY HAS ISSUED

A CALL FOR A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF SAID COMPANY

TO BE HELD AT THE HOME OFFICE OF SAID COMPANY ON FRIDAY JANUARY THIRTEEN

AT FOUR PM STOP THE PURPOSE OF THIS MEETING IS TO REVIEW

AND ACT UPON THE MINUTES OF THE MEETING OF DECEMBER TWENTY SECOND

NINETEEN THIRTY TWO STOP TO MODIFY CORRECT RESCIND OR APPROVE THE

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FOR THE TRANSACTION OF SUCH OTHER BUSINESS AS MAY PROPERLY COME BEFORE

THE BOARD

S L GUTHRIE SECRETARY

KENTUCKY HOME LIFE INSURANCE COMPANY

630P

CLASS OF SERVICE

This is a full-tate Telegram or Cable-gram unless its deferred character is indicated by a suitable sign above or preceding the address.

# WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

C WILLEVER, FIRST VICE-PRESIDENT

SIGNS.

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NA 133 104 DL = NEWYORK NY 10 1208P

HON CHARLES DAWSON=

MINUTES IN TRANSIT FULL-RATE DAY LETTER

JUDGE U S DISTRICT COURT CUSTOM HOUSE LVILLE=

THE FOLLOWING WIRE WAS SENT ON SATURDAY DECEMBER SEVENTH BY
INSURANCE EQUITIES CORPORATION TO FIRST NATIONAL BANK OF
STLOUIS QUOTE FIRST NATIONAL BANK OF STLOUIS MISSOURI
REFERRING TODAYS NEWSPAPER REPORTS THAT OUR COLLATERAL LOAN
FROM YOU FOR EIGHT HUNDRED THOUSAND DOLLARS HAS BEEN SOLD
TO MISSOURI STATE LIFE INSURANCE COMPANY STOP WHILE THE
PROGRAM FURTHERED BY THIS LOAN WAS RECOMMENDED BY THE
INSURANCE AUTHORITIES AS DISTINCTLY IN THE INTEREST OF THE
MISSOURI STATE LIFE AND ITS POLICYHOLDERS WE PREFER AND
REQUEST THAT YOU FORWARD OUR NOTE AND COLLATERAL TO ARRIVE
FOR PAYMENT AT OUR OFFICE IN NEWYORK JANUARY SIXTEENTH STOP
INSURANCE EQUITIES CORPORATION UNQUOTE=

FRANK COHEN.



## KENTUCKY HOME LIFE INSURANCE COMPANY

LOUISVILLE, KENTUCKY

JOHN H. MILLER
VICE PRESIDENT AND COMPTROLLER

December 29, 1932

Hon. Charles I. Dawson Federal Building Louisville, Kentucky

Dear Judge:

I am sending under separate cover a package of papers which you handed over to me some months ago.

At this writing I do not know whether I will have an opportunity to see you before I leave Louisville, but if not I want to express the pleasure I have had in knowing you and working with you. I hope that we will meet frequently in the future.

With best regards and the New Years Greetings.

Very sincerely yours,

JHM TAP



### BANKERS SECURITIES CORPORATION 1315 WALNUT STREET

PHILADELPHIA

December 7, 1932

Hon. Charles I. Dawson, Federal Building, Louisville, Kentucky.

My dear Judge Dawson:

We acknowledge with thanks receipt of your letter of yesterday enclosing assignment of five shares of Kentucky Home Life Insurance Company stock which we delivered in the settlement December 2, 1932.

Very truly yours,

Leon Medoff //

Treasurer

#### CHURCH OF CHRIST

NORTH MAIN STREET

GEORGETOWN, OHIO

January 6th.1932.

Hon. Chas. I. Dawson, Louisville, Ky.

Dear Sir:

Doubtless you will not remember me, but I was County Judge of Bracken County, Ky., when you were Attorney General of Kentucky, and I met you several times when in Frankfort on County business. I do not mean to flatter you when I say that those contacts with you created a feeling of utmost confidence in your ability and integrity, hence I am laying the following matter before you.

I happen to be one of the unfortunate people who entrusted our savings to the now defunct Inter-Southern Life Co. My policy is 10 years old and I have never defaulted in any payment, neither have I ever drawn out any dividend. I am aware that the Kentucky Home Life Co. took over the business of the Inter-Southern and I fully understand the terms of the contract by which this was accomplished. However, since this transfer occurred, I have seen that you have resigned as a Director in the Ky. Home because of a transaction which you think is detrimental to the interests of the policy holders of the old Inter-Southern.

If it is not an imposition, would you kindly let me know just what you think of the situation and whether or not our interests are or will be protected sufficiently for us to risk paying further premiums. I am enclosing stamped, addressed envelope for reply.

Respectfully and Thankfully Yours,

Ernest Cl. Dodson.