City and County Alms House,

San Francisco,

June 21, 1877

To Gen'l O. H. Howard

Will you please send me a form to fill up. I wish to make application for land grant to Mexican soldiers. I served in the Mexican war, and conserve name of Cash, and Command.

Yours, Respectfully

Francio Creek
Dear Sir:

We wish to draw your attention to the fact that we have removed from 252 Broadway, where we have had Offices for the past three years, to the "Evening Post" Building, No. 206 Broadway, and beg to offer you our assistance in collecting from the Receiver of the Security Life Ins. and Annuity Co. the dividend on your Policy in that Company. As from our knowledge of its affairs, we believe we can help you in procuring an early settlement of your Claim.

We charge for our services, on business of this nature, a Commission of five per cent. on the "Net Value" of the Policy, this Commission to be paid only from the proceeds, when collected, but we require a remittance of One Dollar ($1.00) to be sent to us with the Policy, to defray the cost of Power of Attorney, Notarial Fees and Postage.

We send you a copy of the Report of the Deputy Commissioner of Insurance, John A. McCall, Jr., showing
the condition of the Company at the time of the appointment
of a Receiver, also an addressed envelope for your reply, on receipt
of which we will at once forward you a blank Power of Attor-
ney for your signature, and will remit the proceeds as soon after-
wards as possible.

Yours respectfully,

Charles J. Hartmann.
Manager.

P.S.—We shall feel obliged if you will inform the
Policy holders in the "Security," or any other Company which
may be in the hands of a Receiver, with whom you are
acquainted, that we will be pleased also to undertake the collection
of their claims on the terms above mentioned.
policy holders as to the amount of their indebtedness, and to make for the time being a conviction in their minds that what had been promised as to “dividend-cancelling notes” was being realized. In conclusion, I report that on the day the receiver was appointed—December 14th, 1876—there were outstanding 1,584 policies, covering $21,000,000 of insurance. Of these policies there were 1,571 on which the premiums were payable entirely in cash, and the remainder were on the half note system. The actual condition of the company was as follows:

**ASSETS**

| Real estate over and above insurances | $1,216,000 |
| Bonds and mortgages | 50,000 |

**STOCKS AND BONDS**

<table>
<thead>
<tr>
<th>Per Value</th>
<th>Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>U. S. currency cash, registered</td>
<td>$30,000</td>
</tr>
<tr>
<td>1% 30-year South Carolina bonds</td>
<td>72.00</td>
</tr>
<tr>
<td>1% 20-year South Carolina bonds</td>
<td>62.00</td>
</tr>
<tr>
<td>City of Bayonne, N. J.</td>
<td>1.00</td>
</tr>
</tbody>
</table>

Total | $187,741 | $187,741 |

**Total available assets** | $20,000,000 |

*Of this amount $2,000,000 is deposited in Philadelphia and $7,000 in Minerva, Ohio, as security for the consent of the company in two contested suits for death claims.*

**LIABILITIES**

Net value of policies in force | $3,763,211 |
Unpaid endorsement claims, loss notes and loans | 41,695 |
Death claims | 217,662 |
Miscellaneous items | 1,997,941 |

Total Liabilities | 6,804,592 |
Deficiency as required policy holders | 2,093,056 |

All of which is respectfully submitted.

JOHN A. McCULL, Deputy.Superintendent.

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"EVENING POST" BUILDING, 206 Broadway, New York.

P. O. Box 484.

Claims against the "Security" and other deficient companies adjusted, prosecuted and collected.

Life Insurance Intelligence Bureau.

CHAS. J. HARTMANN, Manager.
case of the property. I find that a portion was obtained from the company on certain mortgages, and that said mortgages were released and discharged of record during my investigation without payment to the Company of the principal sums. These facts I have made known to the receiver, Hon. W. H. Wickham—now in possession—who will undoubtedly take proper action as to the legality of the transactions.

Regarding the value of these two items of real estate given hereafter, I return the company's building at its cost value in 1873 of $80,000 over the $100,000 incumbrance, and the Williams Bridge property at $31,200, as reported by the department appraisers.

The next principal item is that designated "stocks and bonds owned by the company," and reported in December, 1875, at $373,000, par value, and now ascertained to be $356,720. I find a discrepancy of $16,280 accounted for as follows: $35,000 of the bonds were sold, and the proceeds invested in mortgage; $17,000 were disposed of, or rather returned, to Francis T. Walker & Co., of New York, from whom it is alleged they were bought—let, if bought, were never paid for; and the balance, $139,720, was converted into cash to pay the losses and expenses of the year over and above the income—the receipts being $705,663.40, and the disbursements $805,085.23. The bonds held by Walker & Co. (the senior member being a director in the Security, and chairman of the finance committee), I find were never in the company's possession; but held by the firm, mentioned as collateral for the unpaid purchase money—seven per cent, being charged for the loan, and the company credited with the interest that the securities produced, which never was more than 9 per cent, and in the case of the District of Columbia bonds, but 3 9/10ths per cent.

The bonds "purchased" in this way were reported as being absolutely the property of the company; but no statement was made in the statements of the borrowed monies that conditionally placed them as "assets" in the statement report of the president and secretary.

The next item where my examination revealed a discrepancy between the statement as made to the department and the facts as I found them, was the return of "cash in bank and office, $305,788.05."

At no time during 1875 did any such balance exist as the asset of the company, nor has it existed as such since.

By including the receipt-and-pay-to-the-30th-of-January, 1876, the books were made to show a balance of $335,766.98; but as a matter of fact, it is doubtful if at any time during the period mentioned there was one-tenth of that sum subject to the check of the officers. To the forced exhibits above described, $150,000 was added to "give a good appearance to the statement," although the credit had no foundation in fact, and involved deliberate perjury on the part of the company's officials in swearing to it.

As to the item of "uncollected and deferred premiums, $770,123.18," I have no doubt that the sum was in excess of the proper amount by at least $600,000. I come to the conclusion after ascertaining from the schedules giving these items in detail, and prepared during the examination, that at the present time $150,000 is all that is now outstanding, and that on December 31, 1875, $450,000 would be a generous estimate of the same, considering the company's method of cancellation, its annual return showing a large number of revoked policies.

In the four items given above are described the fraudulent assets of the company. The exhibit of premium notes and loans being nearer correct than any other of the principal sums comprising the statements hereinafter made.

Mis-stating the assets in the manner detailed necessitated a false return of the income and expenditures, and accordingly a fictitious credit of premium receipts to the amount of $450,000 was made and sworn to falsely, to cover the incorrect returns of real estate and cash. In disbursements the interest paid on borrowed money was returned as "cash dividends paid policy holders," to avoid answering the inquiries that a true exhibit would have rendered necessary. Quite a large amount of salaries and advertising expenses were also returned as paid for "surrendered policies," to prevent the criticism that a proper showing of expenses would have prevailed.

I find also that the mortality of the company was excessive, and to conceal the fact large amounts expended for death losses were carried annually into expenses as "paid for forfeited policies."

The preparation of the premium note and loan schedules and the data for valuations of policies, devolved upon Messrs. Ballard, Holmes and Cross, whom you detailed to assist me in the examination. On account of the fraudulent condition of the company's books, these gentlemen were obliged to check each policy from the agency returns, which required five weeks of careful and arduous labor.

Nine hundred and eighty-one policies, within a reserve of $548,400, were found unrecorded on the valuation books, which had been annually prepared by the actuary of the company, R. L. Case, Jr., and submitted by his affidavit to contain "all the policies in force, with the necessary data for the valuation of same."

During the year 1875, a scheme was set on foot by the officers to induce the parties holding policies from the earlier years of the company's existence—and attached to which were large reserves—to relinquish the same, and receive in exchange similar policies having new date of issue. The latter were returned to the department without any statement of their being continuations of old contracts, several hundred thousand dollars of reserve being thus cancelled each year since the date mentioned. This method of reducing the liabilities became so practicable in the minds of the officers, that each December they would come to be written large numbers of these "substitute" policies, report them on January 1st as actually in force (marking off the old), and send them out in the ensuing year to take their chances of acceptance or return.

Premium note and loan policy holders have been duped for several years by the form of receipt given when their premiums were paid as to the amount of their indebtedness upon said notes and loans. To explain: A holding a note policy with $100 thereon to the extent of $100, the interest being payable in advance, was notified to pay his cash premium, with an additional amount of $10 for interest on notes. This latter sum would indicate, at 7 per cent, interest, $60 principal outstanding, and he concluded in consequence that $40 of the notes had been cancelled by profits. It is now shown that a small dividend was declared on note and loan policies, and applied by the company in reduction of interest to deceive the
My Dear General,

You probably know my case will be tried in Portland in the 15th. I am advised not to be present, and although I believe it is wrong to take the advice.

My object in writing you is to ask you whether you would be willing to testify in my behalf that when the letter you personally investigated alleged frauds and arbitrary and unjust conduct and found them to be groundless. You may remember E. Mullen made a list of these and after my explanation and that of others you in writing appeared of all I had done in each case... I would like you to state here in your opinion I did not cheat them in Alaska, and what has been my character and reputation as an officer ever since you knew me in 1857. Bad and malicious persons have prejudiced public opinion against me in Portland.
but I can in all sincerity say to you that I have acted upon
conscientiously and have tried
to do right and set the example
of so doing them. When I commanded
that out of the unaided humble
place... From all I have been
I do not believe the people of all
shades have been as well off in
I left, and I know I left them
better in every way than they
were when I went among
them. I ought to see this
cause and that I will, I
know right and maintain
better in any case, but that does
not always make us careless
with regard
by but yours

J. L. Campbell
Capt. 3d Inf.

My love to A. D. Harris
Loney. 

Patterson Coop.
Will pay all of my indebtedness very soon.

Please secure this money written letter my heart aches to much to write but for the uncertainty as I wrote like—may God bless you and four may I ask you to write in hopes to have met to me.

With great respect

M. Latting

Wasco o Oregon

Stay Creek

June 11, 1877

Dear General,

I should have written to you sooner but for the uncertainty as to your whereabouts till last Saturday. I was at the Dallas and if I had had the means I should have gone to you and made known my troubles but under the circumstances was obliged to get employment at one and get out of debt—left an order with Mr. Allen to get some pictures out of the office and deliver them.
among the lot was one of you, my own property, I was instructed to leave it with you for that purpose. I came back to P, but instead I asked him for the money that I presented it and demanded payment that presented pay, also told him that if it was not to hand he was to come and see me. Mr. Allen was very kind and I am with Christian people. Mr. and Mrs. Baldwin, recently from Oakland, California, are also away from all bad temptations now. I am owing you $25.00, will you please to take the pictures, and God bless my life.
June 4th, 1874

Mr. Gen. O. O. Howard,

My Dear Friend,

Enclosed please find a recent photograph of Howard. He is growing to be quite a respectable looking boy, and I am hoping to be able to add that he is also a good boy—a lover of the Lord Jesus. He will be fifteen the 14th of this month, New Year's Day.

Just think, to me both a few days before his dear face was last looked on when this world left us, and then thanked God for that day. Affec't'y Geo. Meall
Revere, Mass.

June 29, 1877

Sir,

With all humility and a full knowledge of the

position and station existing between us, I yet

have ventured
to address this communication to you.

The enclosed clip will, I trust, explain itself. It was published

anonymously for the simple reason that the writer was so

unknown and

unnoticed that it mattered but little whether his name was or was not

published. Though "only a private" when Gettysburg was fought, I

have some sense of chivalry and fair play, and so venture to call your attention

to the article and assure you that I have truly stated the reason why my

name was not appended to it.

You may perhaps deem me as one making mountains from

molehills; but by penning this I feel that my article, henceforth cannot

be by you considered as an "anonymous attack," and so, craving pardon for

my boldness in thus addressing you, subscribe myself

Very Respectfully,

James Seale

2d Bivt. 2d Div. 4th Corps
Office of the Receiver of

The Security Life Insurance and Annuity Co.,
Nos. 31 & 33 Pine Street,

New York, July 10th, 1877.

To the Policy Holders and others in interest:

The many inquiries daily received from the disappointed and deceived policy-holders in this Company, who are naturally impatient at what, to them, seems long and unnecessary delay, has prompted me to present you this general statement of facts.

When in December last I was appointed Receiver of this Company, I found it not only insolvent, but its affairs generally in a deplorable condition—claims disputed for the purposes of delay—Policies cancelled on the books that were entitled to recognition—accounts that had no real existence stated as a part of the assets—its real estate encumbered by mortgages, and a large proportion of its assets in premium notes and loans on Policies. To bring order out of chaos has been a labor of time and of continued patient plodding. The condition of the Company, as far as ascertained, is—

**LIABILITIES.**

- Death Losses (Net), .................................................. $219,780 32
- Matured Endowments (Net), .......................... 38,399 32
- Value of Annuities, .......................................................... 12,000 00
- Reserve Value of Existing Policies, .................. 3,831,357 00

**ASSETS.**

- Notes and Loans, .......................................................... $1,488,253 88
- Deferred Premiums, .................................................. 63,954 27
- Other Assets, about .................................................. 325,000 00

$1,877,208 15

The liabilities, as you will perceive, are greatly in excess of the assets, and the unfortunate fact that more than four-fifths of the latter are in premium notes and loans on policies, not only hastened the death of the Company but somewhat embarrasses me in the adjustment of its affairs.

These "premium notes," while it is conceded that they are for the most part uncollectable are, I assume, good for the purposes of a settlement of the claims of the individual policy-holders for the value of their policies.

The Court, in accordance with the law, has allowed until the 3d day of September next for the presentation of claims against the estate. I assume that all policies in force on the books of the Company, at the date of its failure, are claims against the Company, for their reserve value, without subjecting creditors to the expense of further proof. As a precautionary measure, and to be sure that policies are duly registered, I would advise policy-holders, who have not already done so, to send me the numbers of their policies and the name of the insured.

The "reserve value" of a policy ("the share on reserve premiums to which an insured is entitled on the insolvency of a company," as it is called in the Court decision hereinafter quoted), appears not to be generally understood. The law assumes that of the premiums annually paid, a company is entitled to a portion for the risk that they take from year to year upon the life of the assured. They are required to reserve such balance of the premium as will, with the interest thereon and the premiums to be paid, amount at the time of the life insured, according to the table of expectation of life, to the sum insured.

There is a suit in Court which seeks to make death claims and matured endowments preferred (i.e., entitled to payment in full before anything can be paid upon existing policies), upon the ground that the contract is fully completed while existing policies are contingent. Thus far the decision have been adverse, as follows:

"In the matter of the petition of Mrs. Rebecca L. Miller, whose husband had been insured for $6,000 in the Security Life Insurance and Annuity Company. He died in November, 1876, and the proper proofs of loss were made in on December 7, seven days before the Company passed into the hands of the Receiver. Mrs. Miller desired to have her claim paid in full, on the ground that it was a preferred one, and that the Receiver had sufficient assets in his hands to pay her and all of her heirs. The General Term, Judge Daniels delivering the opinion, holds that, under the Company's Charter, the shares or reserve premiums to which an insured is entitled on the insolvency of the company, is a debt, and on the appointment of a receiver the insured become creditors of the company. The act under which the Receiver was appointed gives no preference to any class of debts, excepting debts to the United States and judgment liens. The order denying Mrs. Miller's petition is affirmed."

The case has been taken to the Court of Appeals where, I trust, a final decree will be rendered in October. That I must await the "slow course of the law" must be patent to all, for I must first know to whom the assets legally belong.

I am informed that parties here and elsewhere apply to policy-holders for the privilege of representing them in matters pertaining to this Company, and am frequently asked whether such action is necessary. Anxious to save them from all unnecessary expense, I invariably answer no, for I can see no possible advantage in so doing. I do not presume, however, to dictate to any one what course they shall pursue in the matter, for it is not material to me to whom I pay the small dividend eventually to be declared.

I shall be ready to make distribution as soon as the creditors and their status can be determined. The delay is as annoying to me as to the parties interested.

Respectfully yours,

W. H. WICKHAM,
Receiver.
Gene O. O. Howard
Portland
Oregon.

Dear Sir,

Your esteemed favor of May 27th duly received with draft for $115.00 by which I have endorsed in your Note. With many thanks for same, I am

Very truly yours,

James M. Barney

San Francisco, Cal.
June 6th

[1877]
Salem, Oreg.
June 8th, 1877

Maj. Gen.
O. O. Howard, U.S. C.
Portland.

Dear Sir:

Enclosed please find a letter that I received from my mother yesterday from. And I have to thank you my dear Sir, for your kindness to me, in my troubles, and I hope that my actions in the future may be such as will meet not only the approbation of my kind parents, but yours and all those I have to count as my friends. I shall answer mother's letter to-night, and I hope that I may soon be
able to be with my Father, and mother. Cannot anything he done in Scotland, that will aid my Father in obtaining my release? Will you please see Capt. Ainsworth and Mr. Babbit and ask their aid in procuring the Speculation Clemency, not for my sake, but for my aged Father and Mother; on the condition I shall leave the State? I will have funds here to take me home, and all that can be done by my Father, will be done in, not only the intent of keeping him out of prison. Mr. Burnet, our Judge, also allows me to use his name in assisting to have me more restored to my friends. I thank God that my Parents are aware of my situation.
to it after a great deal from my shoulder, although I had not the courage to write them.

Again thanking you for Babbit and Capt. Wilkenson for past favors and hoping you will give my request your consideration, and please retain the enclosed at your earliest convenience,

I remain your

Prompt and servent

James L. Emerson

N. E.

Sunday Feb. 6, 1877

I have withheld this letter until the return of Mr. Bush. I have wired Father and I will write him again as soon as I hear from either you or Uncle Babbit.

Yours faithfully

James Smithfield

N. E.
St. James Hotel, Boston Mar. 19th

My dear Henry,

This past week a letter was received from your brother about of his illness. The

sentiment of which has quite broken our hearts. The tender care for our feelings greaten

thisNatilng the hardships of the case. Which I presume
does commiserate. I almost

fear, to attempt to write you

Henry, as it may not be able

to shock just do it, deserve. I

that you may fully realize your

condition. If you could have

regarded a Mother's council,

I would have prayed and the, earnest

desire for you. It be loved, and

respected. This great and useful

sorrow would not have been

But I fear that many.
years of separations, and the
debacles, has hardened your
heart, and all my entreaties
were. But dear Child God
knows my heart. The conflict
in the heart you have given
me, the many hours of anguish,
and feeling, all
I say, would cheerfully, be forgotten
could one know the scene
uplifting to leave the old life
and commence a new
The former experiences of a
prose, and shame, ought
to have been severe enough
to warn you of a greater sin.
What adoration
true you to such a step? is only
TRUE to your self, as we are
informed, there was an attempt
made for the act. And
that you had been previously
cautious, from getting into
trouble. As few were among
you, and no one it felt
necessary to you. "Man
must have protection and
the law is his only address
secure, as it may seem. It
is but just, for the safeguard
of the community. It is
needless for me to go into this
real practicality of the lesson
passed. Here you last act,
all this you know to well to
now realize to you this great
your Parents. It has nearly
left us of our senses and seems
more like a dreadful dream than
a painful reality. I have only
to ask, what can we do.
what shall we act. What step can we
take towards making you an
honest, and truthful man.
Can you answer can you join as
your bitter treated Parents, one
To many of my letters the past few years have been lost back from Washington. We have some unknown friend, who has forwarded them to us. The one that General Burnet sent has written in March. It had been remailed, till at last the Bureau sent it here. He supposed us here in Norfolk. We are here for a few weeks, till we know what to do. We have no home to go to and we are here but how much better is our situation than our children. Pray once more to listen to a brother's entreaty and ask God in earnest prayer to help you and with that Christian faith which you are always in the habit of listening to Sunday after Sunday. Try to for your own salvation. To a letter man. And now—
I must clear with the Lord you shall write you father a full confession and all that can be done to bring you back to our home once more and we will try to make you feel that there is yet a chance for reform and to clean and careful in your statements clear not a thing omitted make a clean account on that day what you must hear and with Gods help we will try and be once more united with the love of a devoted mother God bless and guide you in the right path is the earnest prayer of this household.

Your sincere Loving and affectionate Mother

Anna Whitney

James Butler Boston Mass
Schein Valley, Oregon, Jun 20, 1877.

Dear Sir:

Mr. Foster says the "Mackan Road" and lives at "Mackan," where the bridge is.

When the command was there Mr. Foster was very ill.

Wells offered him a list of the number of wagons and horses, but that was not satisfactory.

Then went to see him, and he said he had been away out of the toll by the long, long, and much trouble to him, he or there would be trouble on the short cuts of dead bodies, and all that. I called his mind somewhat, and said that it was no question for personal feeling but one of law; that I must go right along with the host and swiftly train, and higher authority, or some other department of the Government, and if just the matter and that probably he might get paid if he could show an equitable claim. In the course of the conversation while preparations were going on for the march — mention was made
WAR DEPARTMENT,
Surgeon General's Office,
Washington, D.C., June 12, 187-

Sir:

Enclosed I transmit duplicate vouchers drawn in your favor for the com-
mutation of an artificial arm amounting to $50 dollars ($50), which please sign and return to this Office, when a check for the amount will at once be forwarded to your address.

Very respectfully,

Your obedient servant,

[Signature]

Assistant Surgeon, and A. M. S. E., U. S. A.

Brig. Gen'l. O.O. Howard
Portland
Oregon

[Handwritten note]

S. H. Whipple

Addr. O. O. Howard.