# DAVID A. SAYRE & CO. BANKERS, LEXINGTON, KY.

IN ACCOUNT WITH

KENTUCKY LITHOGRAPHING CO. LOUISVILLE.

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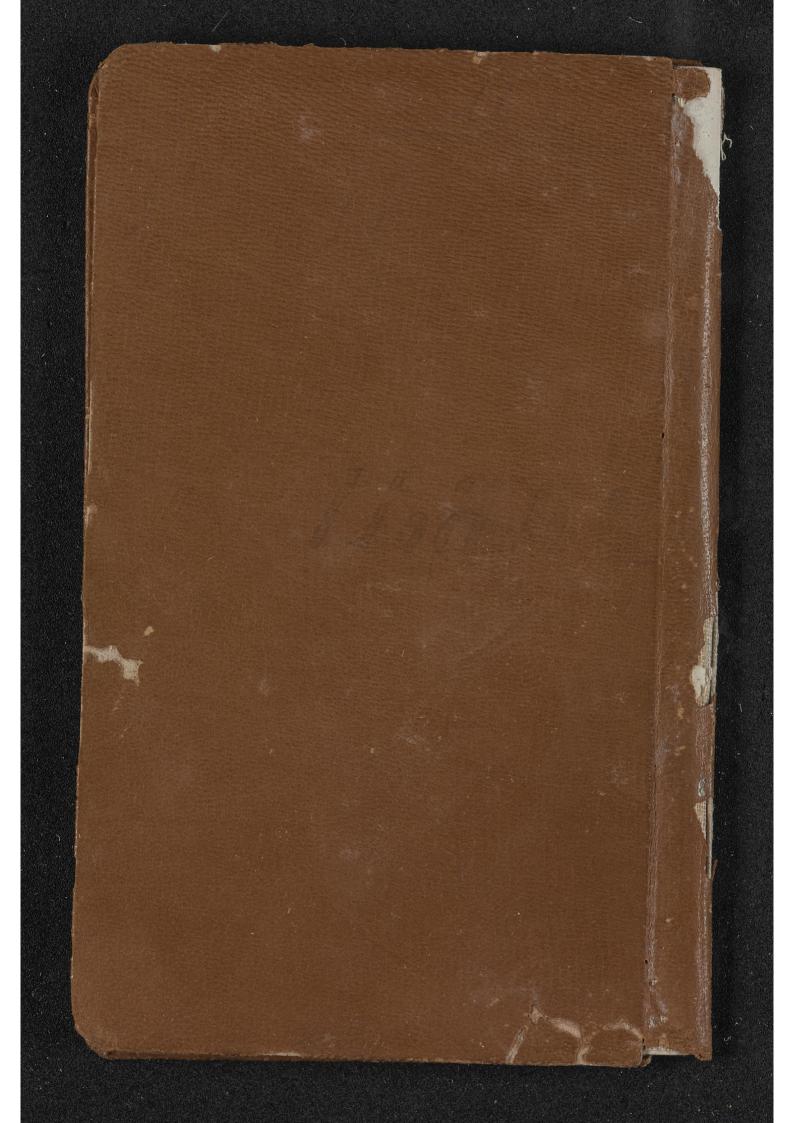
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### EXHIBIT A.

### OLD POINT COMFORT HOTEL COMPANY.

### PLAN OF RE-ORGANIZATION.



NEW YORK, April 4, 1893.

To the Stock and Bondholders of said Company.

The undersigned, a committee appointed by the bondholders of the above Company, at a meeting held at the office of the Knickerbocker Trust Company, in the city of New York, on the 24th day of March, 1893, present the following plan of re-organization on behalf of said bondholders in order to place said company on a sound financial basis, to wit:

The following are the estimated amounts needed to finish and furnish the hotel:

Cash for purchase at sale	\$85,000
Cash for completion of building.	275,000
Cash for furniture	150,000
Total	\$510,000

The property of the company has been decreed to be sold by the United States Circuit Court for the Eastern District of Virginia, to satisfy certain mechanics' liens, costs and expenses, amounting to about \$85,000. Other liens are however, claimed amounting to about \$30,000 more or less additional, which if established must also be paid.

In order to save this property for the bondholders of the company, it is indispensable that immediate action should be taken, and the following plan is presented in order that the cash immediately needed to purchase the property may be obtained.

First. A syndicate to be formed by means of which sufficient cash can be raised at once and the valuable property of the company bought in at the forthcoming sale.

(Several of the largest bondholders have already signified their willingness to join such a syndicate for the purpose of advancing the preliminary sums needed at the sale, in consideration of which they are to receive certain concessions in bonds as hereinafter provided.)

Second. After the property has been bought in by the syndicate, it is proposed to form a new company to which the syndicate will at once transfer the property acquired at the sale, and all of its right, title and interest therein.

The capital of the new company will be as follows:

Five per cent. sinking fund gold bonds	\$750,000
Stock	1,000,000
Total	\$1 750 000

The Fixed Charges will be:

Interest on first mortgage bonds

For the benefit of the bondholders, it is proposed to establish a sinking fund, and whenever \$50,000 is accumulated over fixed charges and expenses, and 5% on the stock, the same is to be applicable to the purchase or redemption of an equal amount of outstanding first mortgage bonds.

It is also proposed that at least 7,500 shares of the stock be deposited with the Knickerbocker Trust Company, to be voted upon and managed in the interest of the bondholders.

- 1.—The subscribers to the syndicate, in consideration of their immediate cash advances are to receive the first mortgage bonds of the new company at 80, and an amount of new stock equal to the amount
- 2.—Mr. John F. Chamberlin has agreed on behalf of Mrs. Emily M. Chamberlin to accept 2,375 shares of the stock of the new company in liquidation of advances to the old company, good will, services franchise, etc., the stock to be delivered to her by the new company through the Knickerbocker Trust Company
- -Present bondholders may subscribe for the new bonds at 90, and upon surrender of one old bond and payment of \$900 will receive one ne first mortgage bond of \$1,000., and \$1,000 of new stock.
- -Bondholders who do not subscribe for the new bonds, may surrender their old bonds and shall receive therefor \$500 in new stock for each \$1,000 bond surrendered. All old bonds surrendered under this agreement may be used by the syndicate in payment of the bid at the sale.
- -All the new stock to be issued as above provided, is to be deposited with the Knickerbocker Trust Company under a Voting Trust

Subscriptions other than the syndicate agreement are payable upon call of the committee in three separates agreement are payable upon call of the committee in three separates agreement are payable upon call of the committee in three separates agreement are payable upon call of the committee in three separates agreement are payable upon call of the committee in three separates agreement are payable upon call of the committee in three separates agreement are payable upon call of the committee in three separates agreement are payable upon call of the committee in three separates agreement are payable upon call of the committee in three separates agreement are payable upon call of the committee in three separates agreement are payable upon call of the committee in three separates agreement are payable upon call of the committee in three separates agreement are payable upon call of the committee in three separates agreement are payable upon call of the committee in three separates agreement are payable upon call of the committee in three separates agreement are payable upon call of the committee in three separates agreement instalments of not less than 30 days each ad interim receipts being given for such payments, by the Knickerbocker Trust Company. A first instalment of 40 per cent. upon each subscription will be due and payable at the office of the Knickerbocker Trust Company upon the deposit of the bonds and stock of the old company on or before the 1st day of May as hereinafter provided.

It is earnestly hoped that this plan will be acquiesced in without delay as the interest of the bondholders will be entirely sacrificed if the Hotel is not purchased for their benefit.

The day of the sale has upon application of the committee been adjourned until May 18th. Bondholders who desire to avail themselves of this re-organization plan must notify the undersigned committee at the office of the Knickerbocker Trust Company, No. 18 Wall St., New York City, on or before May 1st, 1893, and deposit their old bonds, stock and all outstanding interim receipts by that date

#### CONSENT TO PLAN OF RE-ORGANIZATION.

The undersigned bond and stockholders of the Old Point Comfort Hotel Company, hereby approve and accept the plan of re-organization made by the committee of bondholders of said company dated April 4th, 1893, and agree each for himself forthwith to deposit the amount of bonds and stock of said company set opposite their signatures, with the Knickerbocker Trust Company in the City of New York, for the used plan upon the demand of the Knickerbocker Trust Company, or upon call of said committee and hereby authorize the Committee to terminate this re-organization, or to make any change in the plan thereof which will not diminish the amount of the securities receivable by the subscriber nor increase his payments hereunder.

Name. (Signature.)	Amount of Cash Subscription.	EQUAL TO NEW BONDS.	New Stock.	OLD BONDS TO BE DEPOSITED.	OLD STOCK TO BE DEPOSITED.

Mr. John F. Chamberlin, after many years' of personal exertion succeeded in obtaining permission from the Secretary of War, from Congress and from the Legislature of Virginia to erect the Hotel Chamberlin at Old Point Comfort, Va.

Old Point Comfort, Va.

There has already been expended on the hotel about \$450,000, and as appears by the plan of re-organization an additional sum of about \$510,000 is required to completely equip it in every particular and put it in readiness to receive guests. This would make the total amount expended on the hotel \$960,000, which is considered a moderate capitalization for a first-class hotel of its capacity so well located. The carning power of the hotel cannot be doubted.

of the hotel cannot be doubted.

Taking the Hygeia Hotel as a standard of comparison, although it is smaller and otherwise inferior in its appointments, it can be safely estimated that the net income from the "Chamberlin" will be \$100,000 per annum. Thus the first mortgage bonds and stock become a good investment. The Hygeia Hotel Company admits that its gross receipts are about \$240,000 and net profits \$70,000.

If the plan proposed is adopted the hotel can be put in condition to accommodate guests within about ninety

days from the time work is begun thereon

The Fixed Charges will be

Interest on first mortgage bonds

For the benefit of the bondholders, it is proposed to establish a sinking fund, and whenever \$50,000 is cumulated over fixed charges and expenses, and 5% on the stock, the same is to be applicable to the purchase or redemption of an equal amount of outstanding first mortgage bonds.

It is also proposed that at least 7,500 shares of the stock be deposited with the Knickerbocker Trust Company, to be voted upon and managed in the interest of the bondholders.

Under this plan of re-organization provision is made for the distribution of securities, as follows

- 1.—The subscribers to the syndicate, in consideration of their immediate cash advances are to receive the first mortgage bonds of the new company at 80, and an amount of new stock equal to the amount
- 2.—Mr. John F. Chamberlin has agreed on behalf of Mrs. Emily M. in liquidation of advances to the old company, good will, services franchise, etc., the stock to be delivered to her by the new company through the Knickerbocker Trust Company.
- Present bondholders may subscribe for the new bonds at 90, and upon surrender of one old bond and payment of \$900 will receive one first mortgage bond of \$1,000., and \$1,000 of new stock.
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NAME. (SIGNATURE.)	Amount of Cash Subscription.	Equal to New Bonds.	NEW STOCK.	OLD BONDS TO BE DEPOSITED.	OLD STOCK TO BE DEPOSITED.

Mr. John F. Chamberlin, after many years' of personal exertion succeeded in obtaining permission from the Secretary of War, from Congress and from the Legislature of Virginia to erect the Hotel Chamberlin at Old Point Comfort, Va.

Old Point Comfort, Va.

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If the plan proposed is adopted the hotel can be put in condition to accomodate guests within about ninety

days from the time work is begun thereon

Morton. Bliss & C?

\*\* 28 Nassau Street;

\*\* New York: Nov. 3rd, 1893.

Mrs. D. D. Bell,

Woodside

Lexington, Ky.

Dear Madam:
We duly received yours of the 25th Oct., returning,

duly endorsed, certificate for \$1000 Old Point Comfort Hotel Co.

We duly received yours of the 25th Act., returning, duly endorsed, certificate for \$1000 Old Point Comfort Hotel Co. Bond, which we have deposited, and beg to hand you herewith Certificate of Deposit #83 of the Knickerbocker Trust Co. for 5 shares of stock of the Hampton Roads Hotel Co. received in exchange therefor. You will observe from the circular relative to the plan of reorganization enclosed that you receive this certificate under the terms of paragraph #4, which we have marked in lead pencil.

Kindly acknowledge receipt, and oblige,

Yours truly,
Mortaille



# The Security Trust & Safety Vailth Co.

W.H. Cassell,
PRESIDENT.

James A. Headley,
V. PRESIDENT.

G. N. Manning,
SECIB TREAS

CAPITAL \$500,000.
SHAREHOLDERS'LIABILITY \$500,000.
SURPLUS \$130,000.

H.M. Skillman, Jr.

SUPT. OF VAULTS.

W.E. MG Caun.) REAL ESTATE
W.K. Massie, BOND OFFICERS

Lexing4on, Kentucky,

January 5, 1906.

Mrs. Arthur Cary.

City.

Dear Mrs. Cary:

Tenclose you herewith a formal assent by you to the transfer by the Lexington Union Station Company to the City of Lexington of the ground on which the viaduct is built. I thought it better for you to have the matter arranged in this way than for you to have to join in the deed from the Company to the Station Company or the City of Lexington. If you approve of this manner of dealing with the matter, please sign at once and return to us the enclosed paper, having Mr. Cary witness your signature.

I will look into the matters of which Mr. Cary spoke to me at such time as will not call attention specially to what I am doing, and will promptly report to him what I ascertain.

Very truly yours,

Seel & Treas



## The Security Trust & Safety Vaile

W.H. Cassell. James A. Headley. C. N. Manning,

SHAREHOLDERS'LIABILITY \$500,000. SURPLUS \$ 130.000.

H.M. Skillman, Jr. W.E.MGGann, REAL ESTATE
W.K.Massie, Bond Officers.

Lexington, Kentucky,

January 12, 1906,

Mrs. Arthur Cary.

East Main St ..

City.

Dear Mrs. Cary:-

We enclose you herewith a list of the securities now held by this Company as Trustee of Mrs. Walsh, which please forward to her. We have not included the eash balance or the real estate in this, as we did not suppose that this was necessary.

In regard to the distribution of Mr. Sayre's estate, we beg to say that we would like to wait until we can get an opportunity to go over the accounts carefully and make the distribution as complete as possible. We will inform you when the distribution is ready to be made.

The income on the trust estate which we are holding for you will all have been collected by the 16th of this month, at which time we will send you a statement and check on that account.

Very truly yours.

Manning
Sec. & Treas.

### LIST OF SECURITIES HELD BY THE SECURITY TRUST & SAFETY VAULT CO., TRUSTEE OF CLARA D. WALSH.

=000000000= Jan. 12, 1906.

STOCKS.	Par value
" Merchants National Bank, St. Louis, (in liquidation) 504'/10 shares Western Union Telegraph Co., 190 " Louisville Traction Co. Pref. stock, 33 " Same, Common "	-\$2,500. 50,410. 19,000. 3,300. 1,500. 12,500. 25,000.
BONDS.  14 Atlanta & Charlotte R'y. Co.,  5 Henderson Bridge,  10 London, Ohio, Water Works,  11 L. & N. R'y. Co., (E.H. & N. Branch)  2 Lexington Water Works,  1 Passenger & Belt R'y.,  U. S. 2% bonds	14,000. 5,000. 10,000. 10,000. 2,000. 1,000.
U. S. 2% bonds, U. S. 3% " U. S. 4% " Phoenix Hotel Company 5% bonds, Territory of Hawaii bonds, Mortgage notes, Other notes,	2,900. 200. 400. 35,000. 25,000. 292,728.59 33,984.19
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ADDRESS ALL COMMUNICATIONS TO THE COMPANY

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A sign with reference to the management of her estate.

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The compression looks to be a fair one for the

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Clara, for any reason dicide to change agent or residence

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### MISSISSIPPI VALLEY TRUST COMPANY

CAPITAL, SURPLUS AND PROFITS, \$ 8,500,000

N.W.COR FOURTH AND PINE STREETS

CABLE ADDRESS

ST. LOUIS

pomer life to Clava is her consent to investments which I think she should have - as he Bell in his mile seemed & fear an anticapation of income. on have made that clause my plain -It is our intention to found everything except real estate in the hands of the Turk Company. and to let tu Security Trush la of Letington ach as real estate in Sepigton.

agents and have change of the real estate in Sepigton. The work of turning the estate over has much progressed as rapidly as I should like. Herefore, I have delayed sending some motes to the Security Trush - as I thought if would be best to let the agent hundle the where thing. I do not see how Clara can love anyting by the delayname and be subject to taxation in It Louis Country should I am maity for the Allinois Central election & finish up and should her Hardran be elected. I stand an excellent chance to get assistant Buil agent in St. Smis- proibey Gen't agent. which is a way good position formerly held by him Harahanis son-in-law- and now Clava has a cliance to get 250 shares of Islass Co Common at about \$65 per share. paging 16% and more tapalee. With best line Thus Cany. Inc.



CAPITAL \$500,000 SHAREHOLDERS'LIABILITY \$500,000 SURPLUS \$130,000

### SECURITY TRUST COMPANY

W.H. CASSELL, PRESIDENT.

JAMES A. HEADLEY, VICE-PRESIDENT.

ALEX PEARSON, VICE-PRESIDENT.

C.N. MANNING, SECY. & TREAS. H. M. SKILLMAN, SUPT. OF VAULTS.

LEXINGTON, KY. July 12, 1912.

Mrs. Arthur Cary,

Lexington, Ky.

My dear Mrs. Cary:

We submit a statement of bonds purchased for your account, as per your order, viz:

\$40,000 U. S. (Panama) cpn. 3's 1961 @ 101 3/4 - 1/32 \$40,687.50 & Int. June 1 to July 10, 1 mo. 9 days, 130.00 \$40.817.50.

for which kindly let us have your check. We are holding the bonds subject to your order. We have not yet learned the charges of shipment from New York, but when we do we can charge the amount against your account.

Very truly yours,

Manni

Sec. & Treas.

MISSISSIPPIVALLEY TRUST COMPANY BRECKINRIDGE JONES
PRESIDENT ST. LOUIS August 29th, 1923. Mrs. Arthur Gary, Lexington, Kentucky. Dear Mrs. Gary: In the absence of Mr. Jones, I acknowledge receipt of your favor of the 25th inst., relative to the account of Mrs. Walsh. We are glad to advise you that \$40,000 was paid on Mrs. Walsh's loan, reducing it to \$60,000. The balance was extended for three years at five and one-half per cent interest. When Mr. Jones returns, I shall call your letter to his attention and write you further. With kind regards, I am Yours very truly, Ochievery GBS/JK

BURNETT, BATSON & CARY LAWYERS MARION E. TAYLOR BUILDING LOUISVILLE, KY. J. WHITCOMB WELCH April 9, 1928. Mr. C. H. Manning. President, Security Trust Co., Lexington, Kentucky. Dear Mr. Maming: I have waited to reply to your letter of April 4th, because I knew that Mrs. Cary was going to visit us yester-day and I wished to confer with her about your suggestions as to executors' fees, before replying. Mrs. Cary says that when she talked with you recently, you expressed surprise that I was not familiar with the Kentucky Statue relative to the liability of personal representative in making the settlement within nine months of a decedent's death. I feel very sure she must have misunder stood your attitude, as several conferences I have had with you, aside from your knowledge that I had been practicing law for nearly thirty years, make me know that you know that I was familiar with the provisions of this statute. Recently Mrs. Cary asked ne when my father's estate would be settled, and I told her I was surprised that settlement had not been made. My reason for this statement was because in my talk with you in December you suggested that the estate would be settled in the immediate future, and that the taxes would be paid prior to the first of January. Later, on January 5th, you wrote me that you were not in accord with my views that the State Inheritance Tax which is charged against my interest in the estate can be deducted by me for income tax purposes, but in this communication you stated "We shall endeavor within the next few weeks to have the tax fixed and paid, and to make a final distribution of the estate." As I had previously agreed with you that there was no reasonable probability of any claims being asserted against my father's estate, I interpreted your letter of January 5th as meaning that as soon as the inheritance tax to the State of Kentucky had been paid, the estate would be distributed. Of course the distribution is a very simple matter as there were only a few securities and the debts consisted, as I am informed, only of expenses of my father's last illness. I go into this rather lengthy explanation, in order that you may be acquainted with why I stated to Mrs. Cary the latter part of March, that I wondered why final settlement of the estate had not been made. January 5th, you wrote me that you were not in accord with my settlement of the estate had not been made. My father repeatedly told me that he had no obligations, and that his executors would find his estate about as simple to

BURNETT, BATSON & CARY, No. Mr. C. H. Manning. handle and settle as an estate could be, and for that reason I have felt, and now feel, quite confident that there is no possibility of any claims being asserted against his executors, and if it meets with your approval, Mrs. Cary would like to have the estate settled as soon as it can conveniently be done. Mrs. Cary and I feel that the fees suggested in your letter of April 4th are too high, considering the character of the estate and the duties which the executors were called upon to render, and I suggested to Mrs. Cary that if it meets with your approval the fee of the Security Trust Co. could be fixed at \$750.00 to be charged against the estate as a whole, and that I would not participate therein. This means merely a reduction of \$250.00 in the fee which you suggest that the Trust Co. received, and Mrs. Cary and I agreed that if the fee is placed at this figure, and I do not participate therein, that the inheritance taxes be paid by the estate as a whole, in which event, the one-half of the estate which is to be held in trust for Mrs. Cary would bear one-half of the taxes and one-half of the execu-Cary would bear one-half of the taxes and one-half of the executors' fee, and the other half of the estate which was bequeathed to me individually would bear one-half of the taxes and one-half of the executors' fee. Of course if I participated in the executors' fees it would throw an unequal burden on the half of the estate which is placed in trust in the event that the taxes were equally divided. I have explained tollers. Cary that my half of the estate would be charged with more than one-balf of the taxes, because the exemptions allowed to a widow are greater than those allowed to a child, and because of the estate having been left in trust I would be taxed on the remainder interest, and I suggested to her, and she agreed with me, that a fair disposition to make of the whole matter is for the taxes to be equally borne by each half of the estate and the executors fees to be equally borne by each half of the estate, this condition upon my not participating in the fees to the executors. If this arrangement meets with your approval, and you will consent to have the Trust Company's fee fixed at \$750.00, it will be satisfactory to Mrs. Cary and to me for the matter to be so handled. I am sending a copy of this letter to Mrs. Cary in order that she may be kept fully advised. I express regret that it seemed necessary to write you at such length as I realize the demands upon your time. With kindest personal regards, I am, Gordial J. Journaldy Carry (Oxwe) GC:LBC cc Mrs. Arthur Cary, Bell Place, Sayre Ave., Lexington, Ky.

sugar, eareon a canca

Dea sythey Counst write even a nete, as Marie has Just phoned mes Harray shauks, my resone mate at Callege has Committed Luierde and asks you to meet her at once at his reindence—

the did so never greatly surjey homing you with his dud me expect you to come frequently. I think this letter shauld shaue home meanly a resonable free—

home meanly a resonable free—

home meanly a resonable free—

home