VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX.

AETNA INSURANCE COMPANY,
a corporation ..... Complainant

v.

In Chancery
No. 5351

L. Louise Carpenter,
J. C. Seabury, Liquidator for
Federal Insurance Corporation,
Receiver for the National Bank
of Herndon; Wilbur C. Hall, Trustee;
F. D. Richardson, Trustee; Joseph
Anderson, Paul T. Powell and
W. W. McGlincy, trading as
The Herndon Market, and
Edwin B. Jones, Treasurer of Virginia ..... Defendants

This cause, which has been duly matured and set for hearing, came on this day to be heard upon the Bill of Complaint and the Answers of L. Louise Carpenter

thereto, the Bill of Complaint being taken as confessed as to other defendants therein named, and the cause was argued by counsel.

UPON CONSIDERATION WHEREOF, it appearing to the Court that the complainant deposited with the Clerk of the Court on the 30th day of August, 1938, the sum of $1220.12, to be deposited to the credit of the Court in this cause, the said sum representing the full amount of a judgment rendered against it in this Court on the 3rd day of February, 1937, in a common law action therein pending, in which L. Louise Carpenter was plaintiff, and the complainant herein was defendant, together with interest thereon and the costs awarded the said Louise Carpenter in the Supreme Court of Appeals upon an appeal from the aforesaid judgment; and it further appearing to the Court from the allegations in the Bill of Complaint and statements made at bar, that there now exists and heretofore existed claims against the fund due the said L. Louise Carpenter by the Aetna In-

surance company, namely, a certain claim in favor of the defendant J. C. Seabury, Liquidator for the Federal Insurance Corporation, Receiver for the National Bank of Herndon, for the amount of $186.89, with interest thereon from September 9, 1935, until paid, and a claim in favor of the defendant, W. W. McGlinchy, trading as The Herndon Market, upon a judgment rendered against the said L. Louise Carpenter on May 19th, 1936, such judgment being for $21.06 with interest from date and costs amounting to $3.50, the Court being of opinion that it was necessary and proper for the complainant herein, in order to protect itself from claims severally asserted against it by the aforesaid parties, including the defendant, L. Louise Carpenter, it was necessary for it to file this pending interpleader proceeding in order to secure proper releases upon the payment of the amount due under its judgment and to effect a proper distribution of said funds involved thereunder to those justly entitled thereto, doth approve and sustain the proceeding herein instituted by the complainant herein pending, and the payment so made into court by the complainant is hereby accepted and decreed to be a release and acquittance of the Aetna Insurance Company against the judgment hereinbefore mentioned, so rendered in favor of L. Louise Carpenter; and it is further adjudged, ordered and decreed that the complainant shall forthwith be dismissed with its costs in this behalf expended;

And it further appearing to the Court that sundry witnesses who were summoned on behalf of the plaintiff and defendant at the first and second trial of the common law action, have not been paid, it is ordered that complainant doth forthwith deposit with the Clerk of the Court the sum of $121.04, which represents the differential between its accrued costs in this interpleader suit and the amount due said witnesses, ~~together with % distribution charges to the Clerk for distribution of the sums which may be due to the respective witnesses.~~

And it further appearing to the Court that it is proper at this time to distribute to the parties entitled thereto the money heretofore deposited to the credit of the Court in this cause by

the Aetna Insurance Company on the 30th day of August, 1938, the Court doth adjudge, order and decree that John M. Whalen, Clerk of this Court, shall, when the said Aetna Insurance Company shall have paid to him the additional $121.14 as hereinabove directed, disburse the same, together with the $1220.12 heretofore paid over to him in this cause, making a total of $1341.26, as follows:

To J. C. Seabury, Liquidator for Federal Deposit Insurance Corporation, Receiver of The National Bank of Herndon, Herndon, Virginia, in full for ~~judgment~~ claim vs. L. Louise Carpenter (pending attachment suit in this Court - At Law No. 1777),..... $ 223.79

To George B. Robey, Attorney, for judgment of W. W. McGlincy vs. L. Louise Carpenter, docketed in Judgment Lien Docket No. 11, page 69,..... 27.31

To E. H. DeJarnette, Jr., Attorney for L. Louise Carpenter, in full for principal and interest of her judgment vs. Aetna Insurance Company, (rendered in case No. 1463 - At Law, this Court, and confirmed by Supreme Court of Appeals),.. ~~$~~ less costs of chancery cause (Items $15.00 and $13.00 below),. 907.98

and $10.00 advanced for cost in case Law #1463

To Hugh B. Marsh, Attorney for Aetna Insurance Company, for fees due witnesses for defendant in last mentioned case, to be by him disbursed to such witnesses,..... 5.60

To the Clerk of this Court, in payment of the fees due him in this cause (Chancery No.5351),including writ tax,..... 15.06

To Hugh B. Marsh, Attorney, for the original deposit of $10.00 made by him on account of the costs in this chancery cause (No. 5351) and for $3.00 fees advanced by him to the Sheriff of Orange County, Virginia, for service of process and service of copies of injunction decree,($3.00),..... 13.00

To E. P. Kirby, Sheriff, fees due him in Law No.1463,.... 32.50

To H. B. Fields, Sheriff of Arlington County, for fees due him in law case No. 1463,..... .75

To E. S. Adrian, Sheriff of Loudoun County, for fee due him in law case No. 1463,..... .75

To Sheriff of Culpeper County, for fee due him in law case No. 1463,..... .75

To Sergeant of the City of Richmond, Virginia, for fees due him in law case No. 1463,..... 3.75

To Clerk of this Court, for writ tax and balance of the costs (Clerk's fees) due him in law case No. 1463,..... 18.62

To E. H. DeJarnette, Attorney, taxable Attorney's fee in law case No. 1463, $2.50; taxable Attorney's fee allowed him by Supreme Court of Appeals $20.00; and for fees due witnesses for Plaintiff in law case No. 1463, to be by him disbursed to those entitled thereto, $68.90,..... 91.40

$ 1341.26

And this decree is final.

12/23/38

VIRGINIA:

IN THE CIRCUIT COURT OF THE
COUNTY OF FAIRFAX.

Aetna Insurance Company,
a corporation,

v.) DECREE

L. Louise Carpenter,
J. C. Seabury, Liquidator for
Federal Insurance Corporation,
Receiver for the National Bank
of Herndon; Wilbur C. Hall,
Trustee; F. D. Richardson,
Trustee; Joseph Anderson, Paul
T. Powell and W. W. McGlinsky,
trading as The Herndon Market,
and Edwin B. Jones, Treasurer
of Virginia.

Entered
W. T. M.

We ask pay the
entry of the order
here tendered
Hedges & Marsh p.q.
E. B. Spindle Jr.

Dear Judge Bell
for Defendant Insurance Co
& Herndon Market

Entered in 1937 Chancery
Order Book Page 432 and Etc.

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX.

AETNA INSURANCE COMPANY,
a corporation, ... Complainant

v.

L. LOUISE CARPENTER,
J. C. Seabury, Liquidator for
Federal Insurance Corporation,
Receiver for the National Bank
of Herndon; Wilbur C. Hall,
Trustee; F. D. Richardson,
Trustee; Joseph Anderson, Paul
T. Powell and W. W. McGlincy,
trading as The Herndon Market, and
Edwin B. Jones, Treasurer of Virginia .... Defendants

This day came the plaintiff and presented its Bill of Complaint, duly sworn to, with accompanying Exhibits, in which it avers that it has in its possession and/or justly owes to the defendant, L. Louise Carpenter, a certain sum of money which the plaintiff avers to amount to the sum of $1220.12, the same being due as averred as a result of a judgment rendered against the complainant in favor of the defendant mentioned on the 3rd day of February, 1937, for $987.50, with interest and costs, subject, however, to conflicting claims asserted against this complainant by co-defendants of the said L. Louise Carpenter through garnishee and otherwise as in said Bill duly set out, in payment of which sum the plaintiff this day tendered to the Court check or draft dated August 24, 1938, for said $1220.12, carrying endorsement over to the Clerk of the Circuit Court of Fairfax County, to be collected and deposited to the credit of the Circuit Court of the aforesaid County for distribution and payment to those to whom the Court may determine to be entitled in the distribution thereof, and it being stated in said Bill of Complaint that there is outstanding against the complainant an execution on judgment and sundry proceedings in garnishment issued on behalf of those claiming said fund or an interest therein; and that, moreover, the defendant, L. Louise Carpenter, has heretofore sought, and is now

seeking, the sale of sundry securities held by the Treasurer of Virginia belonging to the complainant, such course being pursued in an effort to collect the amount of the aforementioned judgment against the complainant notwithstanding the conflicting interests asserted as alleged in said fund, which the complainant alleges it is anxious and desirous of paying and now tenders to the Court in the manner stated, the plaintiff praying that an injunction be awarded the complainant at this time against the sundry parties asserting their respective interests in said fund mentioned and that an injunction be likewise granted it against the Treasurer of Virginia to prohibit him from proceeding to sell or molesting the securities so held belonging to the complainant, as stated, such injunction to be effective until the Circuit Court of the County of Fairfax shall have had an opportunity of passing upon the rights of the several parties, plaintiff and defendant, in this suit, in respect to the disposition or division of the proceeds of judgment so heretofore awarded against the complainant as in said Bill stated, the Court having maturely considered the allegations of the Bill and read and considered the Bill and Exhibits this day presented to it, and being of opinion that the relief prayed for therein in respect to the granting of injunctions against said parties is proper, the Court doth, accordingly, adjudge, order and decree, that the said Edwin B. Jones, Treasurer of Virginia, be, and he is hereby, restrained from proceeding to sell or offer for sale securities which are now held by him on behalf of the complainant for the protection of the policyholders and claimants, such as mentioned in the letter of August 17, 1938, addressed to the Aetna Insurance Company of Hartford, Conn., the same being marked "Exhibit H" filed with the Bill, but said Injunction shall stand dissolved on or after the 20th day of September, 1938, unless enlarged or dismissed by order of the Circuit Court of Fairfax County.

And an injunction is hereby likewise awarded against J. C. Seabury, Liquidator for the Federal Insurance Corporation, Receiver

for the National Bank of Herndon and W. W. McGlincy, trading as The Herndon Market, restraining them, and each of them, from proceeding further in their effort to collect against the complainant, the Aetna Insurance Company, any and all sums mentioned in the Bill of Complaint, the collection of which being sought against said complainant on account of alleged indebtedness due to them, respectively, by the complainant, L. Louise Carpenter.

This injunction, however, shall likewise stand dissolved on or after September 20, 1938, unless enlarged or dismissed by order of the aforementioned court.

And the Court will further remand the papers in this cause to the Clerk that Rules may be had and proceeded with in accordance with law.

The foregoing injunctions so awarded shall not be effective, however, until the complainant, or someone for it, enters into bond before the Clerk of Fairfax County, Virginia, in the penalty of $300.00 conditioned to pay any balance if any, as may be found by the Court to be due the defendant L. Louise Carpenter, or other defendants, in excess of the sum of $1220.12 aforementioned, and such costs as may be awarded against the complainant herein.

To the Clerk of Circuit Court of Fairfax County,

Enter this injunction

Willis D. Miller
Judge of Law & Equity
Court of the City of Richmond, Va.
August 27th, 1938

A Copy-Teste: JOHN M. WHALEN, CLERK.

By: Thomas F. Chapman, Jr.
Deputy Clerk.

I hereby certify that the bond required in the above order was executed August 29, 1938 by Hugh B. Marsh, Attorney for the Complainant, with Hartford Accident and Indemnity Company, by R. D. Graham its Attorney in Fact, the approved surety.

Teste:

JOHN M. WHALEN, CLERK.

BY Thomas F. Chapman, Jr.
Deputy Clerk.

Legal service of the within notice is hereby accepted.

Wilbur C. Hall, Trustee

By _____
Attorney for Wilbur C. Hall,
Trustee.

Joseph Anderson

By _____
His Attorney

IN THE CIRCUIT COURT FOR FAIRFAX COUNTY, VIRGINIA.

AETNA INSURANCE COMPANY, a corporation,	)	
Complainant	)	
v.	)	IN CHANCERY.
L. LOUISE CARPENTER; J. C. SEABURY, Liquidator for Federal Deposit Insurance Corporation, Receiver for The National Bank of Herndon; WILBUR C. HALL, Trustee; JOSEPH ANDERSON; F. D. RICHARDSON, Trustee; PAUL T. POWELL; W. W. McGLINCY, an individual, trading and doing business as Herndon Market, and EDWIN B. JONES, Treasurer of the State of Virginia,	)	
Defendants.	)	

MEMO: Clerk will please issue process against all defendants returnable to First September, 1938, Rules.

To answer bill in equity returnable to First Monday in September, 1938.

Alexander H. Sands

Hugh B. Mercer

Attorneys for Aetna Insurance Company, a corporation, Complainant.

#5357

IN THE CIRCUIT COURT FOR FAIRFAX COUNTY, VIRGINIA.

Aetna Insurance Co., a corporation

Complainant

v.

L. Louise Carpenter, J. C. Seabury Liquidator for Federal Deposit Insurance Corporation, Receiver for The National Bank of Herndon; Wilbor C. Hall, Trustee; Joseph Anderson; F. D. Richardson, Trustee Paul T. Powell; W. W. McGlincy, an individual, trading and doing business as Herndon Market; and Edwin B. Jones, Treasurer of the State of Virginia,

Defendants.

IN CHANCERY.

MEMO.

FILED in the Clerk's Office of the Circuit Court of the County of Fairfax, Virginia, this 26th day of August 1938. - Teste:

Thomas P. Chapman, Jr.
Deputy Clerk

HUGH B. MARSH
ATTORNEY AT LAW
FAIRFAX, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX.

AETNA INSURANCE COMPANY,
a corporation,

Complainant

v.

L. LOUISE CARPENTER,
J. C. SEABURY, Liquidator for Federal
Insurance Corporation, Receiver for
the National Bank of Herndon;
WILBUR C. HALL, Trustee;
F. D. RICHARDSON, Trustee;
JOSEPH ANDERSON;
PAUL T. POWELL and
W. W. McGLINSKY, trading as The
Herndon Market, and
EDWIN B. JONES, Treasurer of Virginia

Defendants.

This cause, which has been duly matured and set for hearing, came on this day to be heard upon the Bill of Complaint and the answer of L. Louise Carpenter thereto, the Bill of Complaint being taken as confessed as to other defendants therein named, and the cause was argued by counsel.

UPON CONSIDERATION WHEREOF, it appearing to the Court that the complainant deposited with the Clerk of the Court on the 30th day of August, 1938, the sum of $1220.12, to be deposited to the credit of the Court in this cause, the said sum representing the full amount of a judgment rendered against it in this Court on the 3rd day of February, 1937, in a common law action therein pending, in which L. Louise Carpenter was plaintiff, and the complainant herein was defendant, together with interest thereon and the costs awarded the said Louise Carpenter in the Supreme Court of Appeals upon an appeal from the aforesaid judgment; and it further appearing to the Court from the allegations in the Bill of Complaint and statements made at bar, that there now exists and heretofore existed claims against the fund due the said L. Louise Carpenter by the Aetna Insurance Company, namely, a certain claim in favor

of the defendant J. C. Seabury, Liquidator for the Federal Deposit Insurance Corporation, Receiver for the National Bank of Herndon, for the amount of $186.89, with interest thereon from September 9, 1935, until paid, and a claim in favor of the defendant, W. W. McGlinsky, trading as The Herndon Market, upon a judgment rendered against the said L. Louise Carpenter on May 19, 1936, such judgment being for $21.06, with interest from date and costs amounting to $3.50, the Court being of opinion that it was necessary and proper for the complainant herein, in order to protect itself from claims severally asserted against it by the aforesaid parties, including the defendant, Louise Carpenter, it was necessary for it to file this pending interpleader proceeding in order to secure proper releases upon the payment of the amount due under its judgment and to effect a proper distribution of said funds involved thereunder to those justly entitled thereto, doth approve and sustain the proceeding herein instituted by the complainant herein pending, and the payment so made into Court by the complainant is hereby accepted and decreed to be a release and acquittance of the Aetna Insurance Company against the judgment hereinbefore mentioned, so rendered in favor of L. Louise Carpenter; and it is further adjudged, ordered and decreed that the complainant shall forthwith be dismissed with its costs in this behalf expended;

And it further appearing to the Court that sundry witnesses who were summoned on behalf of the plaintiff and defendant at the first and second trial of the common law action, have not been paid, it is ordered that complainant doth forthwith deposit with the Clerk of the Court the sum of $121.14, which represents the differential between its accrued costs in this interpleader suit and the amount due said witnesses.

And it further appearing to the Court that it is proper at this time to distribute to the parties entitled thereto the

money heretofore deposit to the credit of the Court in this cause by the Aetna Insurance Company on the 30th day of August, 1938, the Court doth adjudge, order and decree that John M. Whalen, Clerk of this Court, shall, when the said Aetna Insurance Company shall have paid to him the additional $121.14, as hereinabove directed, disburse the same, together with the $1220.12, heretofore paid over to him in this cause, making a total of $1341.26, as follows:

2/9/22 LLCL Dept 2 to secure P Powell $200-2 3 years 11-11-279

To J. C. Seabury, Liquidator for Federal Deposit Insurance Corporation, Receiver of The National Bank of Herndon, Herndon, Va., in full for claim vs. L. Louise Carpenter (pending attachment suit in this Court - At Law No. 1777).....$223.79

To George B. Robey, attorney, for judgment of W. W. McGlincy vs. Louise Carpenter, docketed in Judgment Lien Docket No. 11, page 69..... 27.31

To E. H. DeJarnette, Jr., attorney for L. Louise Carpenter, in full for principal and interest of her judgment vs. Aetna Ins. Co. (rendered in case No. 1463 - At Law, this Court, and confirmed by Supreme Court of Appeals), less costs of chancery cause (Items $25.06 and $13.00 below)..... 907.98

To Hugh B. Marsh, Attorney for Aetna Ins. Co. for fees due witnesses for defendant in last mentioned case, to be by him disbursed to such witnesses..... 5.60

To the Clerk of this Court, in payment of the balance of the fees due him in this cause (Chancery No. 5351), including writ tax..... 15.06

To Hugh B. Marsh, attorney, for the original deposit of $10.00 made by him on account of the costs in this chancery cause (No. 5351) and for $3.00 fees advanced by him to the Sheriff of Orange County, Va., for service of process and service of copies of injunction decree $3.00..... 13.00

To E. P. Kirby, Sheriff, fees due him in Law No. 1463..... 32.50

To H. B. Fields, Sheriff of Arlington County, for fee due him in law case No. 1463..... .75

To E. S. Adrian, Sheriff of Loudoun County, for fee due him in law case No. 1463..... .75

To Sheriff of Culpeper County, for fee due him in law case No. 1463..... .75

To Sergeant of the City of Richmond, Virginia, for fee due him in law case No. 1463..... 3.75

To Clerk of this Court, for writ tax and balance of costs (Clerk's fee) due him in law case No. 1463..... 18.62

Carried forward.....$1249.86

Brought forward.....$1249.86

To E. H. DeJarnette, attorney, taxable attorney's fee in law case No. 1463, $2.50 taxable attorney's fee allowed him by Supreme Court of Appeals $20.00 and for fees due witnesses for plaintiff in law case No. 1463, to be by him disbursed to those entitled thereto, $68.90..... 91.40

$1341.26

And this decree is final.

IN THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA

J. C. SEABURY, Liquidator for the Federal Deposit Insurance Corporation, Receiver for The National Bank of Herndon, Herndon, Virginia, Plaintiff, -vs- L. LOUISE CARPENTER, Principal Defendant AETNA INSURANCE COMPANY, Co-Defendant	JUDGMENT ON ATTACHMENT AT LAW 1777

This day came the plaintiff by his attorney, the Defendant having filed her answer herein, and the co-defendant having accepted service, as provided by statute, and the case having been set for hearing at Fairfax on October 6th, and continued by consent of counsel to this date. Whereupon the Aetna Insurance Company who had accepted service of an attachment as garnishee in this cause, came in to Court, and being sworn, declares that it was indebted to L. Louise Carpenter in the sum of $1220.12, and by permission of this Court has paid said amount in to Court, and it being proved that L. Louise Carpenter is indebted to the plaintiff in the sum of One Hundred Eighty Six Dollars and Eighty Nine Cents ($186.89), together with interest at the rate of six per cent per annum from September 9, 1935, until paid, and Court costs, ~~plus 10% attorney's fees~~, it is therefore considered by the Court that the plaintiff recover against the said L. Louise Carpenter the said sum of One Hundred Eighty Six Dollars and Eighty Nine Cents ($186.89), with interest thereon to be computed at the rate of six per cent per annum from the said, the 9th day of September, 1935 until paid, and his costs by him in this behalf

expended. And inasmuch as the sum of money due from the Aetna Insurance Company to the said L. Louise Carpenter is more than sufficient to satisfy the debt, interest and costs recovered against the said L. Louise Carpenter, it is further considered that the Clerk of this Court out of the money so due from her, pay to the plaintiff, the whole amount of the said debt, interest and costs, so recovered against the said L. Louise Carpenter.

LAW OFFICES OF
ALEXANDER H. SANDS
AMERICAN BANK BUILDING
RICHMOND, VIRGINIA

ALEXANDER H. SANDS
ALEXANDER H. SANDS, JR.

June 2, 1938.

E. H. DeJarnette, Esq.,
Attorney at Law,
Orange, Va.

Dear Mr. DeJarnette:

Re: Aetna - Carpenter.

I have your letter of yesterday and I have endorsed the order and am returning the same.

In this connection, however, I will try to fix up my grounds of defense and let you have them without the necessity of this order within the time mentioned.

I regret thqt I cannot comply with your request to send check for the face of the judgment and leave the costs to be settled afterwards through separate check. Necessarily the insurance companies have to adopt a definite policy in respect to payment of losses and they require that the judgment should be marked satisfied and released in full when settlement is made.

I had a letter a few days ago from the Clerk in respect to yours in respect to witness attendance. It is my understanding that witness attendance when not contemporaneously claimed cannot be taxed as costs and I suggested to the Clerk this to the Clerk by way of inquiry. At any rate I can see no good reason why we cannot get a statement of costs immediately that we may close this matter out and I hope you will help me accomplish this.

Yours very truly,

Alex H. Sands

AHS:C

1908

VIRGINIA:

"EXHIBIT A"

In the Supreme Court of Appeals held at the Library Building in the City of Richmond on Thursday *the* 28th *day of* April, 1938.

Aetna Insurance Company, Plaintiff in error,

against

L. Louise Carpenter and Wilbur C. Hall, Trustee and Mortgagee, Defendants in error.

Upon a writ of error and supersedeas to a judgment rendered by the Circuit Court of Fairfax county on the 3rd day of February, 1937.

This day came again the parties, by counsel, and the court having maturely considered the transcript of the record of the judgment aforesaid and arguments of counsel, is of opinion, for reasons stated in writing and filed with the record, that there is no error in the judgment complained of. It is therefore considered that the same be, and is hereby, affirmed, and that the plaintiff in error pay to the defendants in error damages according to law and also their costs by them expended about their defense herein.

Which is ordered to be certified to the said circuit court.

A Copy,

Defendants in error's costs:
Attorney's fee $20.00
Teste:

Teste: M. Sibert, C. C.

Clerk.

(over)

"EXHIBIT B"

May 19, 1938.

E. H. DeJarnette, Jr., Esq.,
Attorney at Law,
Orange, Va.

Dear Mr. DeJarnette:

Re: Aetna - Carpenter.

I have a letter from Mr. Marsh advising that on the 16th instant the remaining case involved in the above entitled matter was passed and not set. He also said that the Clerk had received a mandate from the Supreme Court in the case appealed.

If you will have the Clerk furnish me with a copy of your costs and amount of the judgment, I will obtain and send you draft in settlement. Do you desire that the draft should include costs or would you prefer two drafts, one to cover court costs due the Clerk and one to you for the amount of judgment? I suppose a letter from you to the Clerk authorizing the marking of judgment satisfied when payment is received would be adequate withour formal power of attorney.

In reference to the remaining case would you desire to submit the same to your court on the law and facts, or would you prefer a jury?

Awaiting your further advices in these matter, I am

Yours very truly,

AHS:C
Copy to:
Hugh B. Marsh, Esq.,
Fairfax, Va.

351

"EXHIBIT C"

July 7, 1938.

H. C. DeJarnette, Esq.,
DeJarnette & DeJarnette, Esqs.,
Attorneys at Law,
Orange, Virginia.

Dear Mr. DeJarnette:

Re: Aetna - Carpenter Case.

Since receipt of your letter I have received the enclosed garnishee in the above entitled matter and I have also had another letter in respect to Mr. Robey's position.

You may be perfectly correct in respect to your position as to the claim of the Bank of Herndon, but, unfortunately, we have no way to prevent suits from being instituted against our clients and I would not feel justified in making any payment until this matter has been straightened out. We have already paid Hall under the trust judgment and frankly I do not see how Powell would be in a position to assert a claim at this time, but, nevertheless, the defense of even a claim lacking in merit is expensive. In this case, particularly where recourse of recovery might be doubtful, I would be unwilling to advise payment of any sum until these items may be straightened out.

Now in regard to the payment of witnesses, etc., I do not see that these items are in any way involved in your judgment pro or con. I will be very glad to take this matter up in an informal way with Judge McCarthy at any time if you desire, but I cannot be at Alexandria on July 9th. If you decide to take the matter up in an informal way before the Judge, I will be very glad to meet you after you have formulated proper pleadings or, if you prefer, I will very gladly pay the judgment at this time assuming, of course, that we can get rid of the present garnishee and the Bank of Herndon matter, and leave the subject of costs to be taken up when we finally meet to try the other case involved under the policy in question.

7-7-38-#2

H. C. DeJ.

Suppose you drop in to see me the next time you are in Richmond and we might be able to formulate some plan to simplify the presentation of these different questions without the necessity of interpleader pleading or other formal procedure.

With respect,

Yours very truly,

AHS:C

Copy to:

Hugh B. Marsh, Esq.,
Attorney at Law,
Fairfax, Va.

"EXHIBIT D"

July 20, 1938.

35-10

Dr. E. H. DeJarnette, Jr.
DeJarnette and DeJarnette,
Attorneys at Law,
Orange, Virginia.

Dear Mr. DeJarnette:

Re: L. Louise Carpenter vs.
Aetna Insurance Company.

I am just as sorry as I can be about the issue which has arisen in respect to the claim of Powell on the money which the Court has held to be due your client, Louise Carpenter, but I can see no possible advantage of directing an execution, as such will only result in my having to file an interpleader proceeding which incidental costs which will naturally eat into the funds.

I have earnestly been trying to facilitate the payment of this money since the Court of Appeals affirmed the judgment of the lower court, I still am anxious to do anything I can to effect a prompt disposition of this matter.

If either you or your son are in this city, I will be glad to discuss ways and means of disposing of as at least as much of the matter as we can, or if you prefer, I will be very glad to arrange for the payment of the amount due the plaintiff to the Circuit Court ~~and will~~ you and Mr. Powell obtain a ruling from the Court as to your respective rights in the premises, with exoneration of course, from all such proceedings upon the insurance company.

With respect,

Yours very truly,

AHS:L

DEJARNETTE & DEJARNETTE
ATTORNEYS AT LAW
ORANGE, VIRGINIA

E. H. DEJARNETTE, JR.
H. C. DEJARNETTE

"EXHIBIT E"

July 6, 1938

Mr. Alexander H. Sands
Attorney at Law
American Bank Building
Richmond, Virginia

Dear Sir:

In reply to your letter of July 2, I would like to state that I think the entire matter of the judgment and the costs should be decided at the same time. As you realize this matter has been dragging on for quite a great length of time and our client is very anxious to receive her money and I would suggest that we have a hearing before Judge McCarthey and have the entire matter definitely settled.

I will be in Alexandria this Saturday, July 9, 1938, and could meet you in Fairfax any time Saturday morning and we could take the matter up with Judge McCarthey at that time.

Please let me know if this is agreeable to you and I will write Judge McCarthey to that effect.

In regard to the claim of the Bank of Herndon I do not see how paying the judgment to Louise Carpenter would in any way envolve you with any liability toward Powell. This suit was instituted several years ago and Powell certainly had notice and instead of coming into the suit as he certainly would have done had he a right to do so he elected to proceed with judgment against Louise Carpenter. As there has been no garnishment against you I do not see any reason for not complying with the judgment of Fairfax Circuit Court.

Yours very truly,

H. C. DeJarnette

DeJ/al

"EXHIBIT F"

DEJARNETTE & DEJARNETTE
ATTORNEYS AT LAW
ORANGE, VIRGINIA

July 19, 1938

Mr. Alexander H. Sands
Richmond, Virginia

Dear Sir: In re: L. Louise Carpenter vs: Aetna Insurance Co.

Louise Carpenter is anxious for the money. You, yourself, admit that you do not think that Powell has any claim and yet you are holding back her money on the strength of a mere letter. I do think the garnishee binds me in the hands of an insurance company. If Powell has any valid claim he can assert that in his suit for the loss of the barn. I know that you can safely pay the money for the sheriff on the execution without any liability to anyone else so I am therefore directing the clerk to issue execution to save the embarrassment of an uncertainty as to whom to pay the money to.

Yours very truly,

E. H. DeJarnette, Jr.

35-10

"EXHIBIT G" July 27, 1938.

George B. Robey, Esq.,
Attorney at Law,
Fairfax, Virginia.

Dear Mr. Robey: Re: Aetna - Carpenter Case.

I have your letter of the 26th in respect to the conflict of interest which has arisen in the matter of the moneys due by the Aetna Insurance Company in the Carpenter case.

This matter is extremely embarrassing and I am just wondering as to whether or not it would not be in interest of all concerned for counsel to meet at Fairfax in an earnest effort to adjust the conflicting interest presented.

On yesterday I was advised by the City Sergeant that in compliance with the request of Mr. DeJarnette that an execution had been placed seeking to collect the full amount of the judgment affirmed by the Supreme Court in this case, together with some $200.00 costs which, according to my advices, embraces witness attendance which were not paid by the plaintiff and which were not properly assessable under any circumstance.

As a matter of course the Aetna is a non-resident corporation and carries no property here of any consequence subject to an execution, but, nevertheless, I do not desire that the local agency should be worried and I have done all that I could to facilitate the ascertainment and payment of the amount due.

I am not prepared to admit your promises that any mistake has been made on the part of the local agent at Fairfax in the naming of a trustee, but, even so, if such were the case, I am not advised as to the conflicting interests between your client and that of Mr. DeJarnette in the amount which is actually due and has been awarded by the court to be due the assured after the payment of the mortgage claimant who proved his claim in court, a party plaintiff to the action, and it seems to me that unless some amicable arrangement may be made either through concession or abandonment between you and Mr. DeJarnette, that no other course would be open to the Aetna except to deny any payment until the Court has passed upon the conflicting interests either in your garnishment proceeding or through an interpleader proceeding which may be instituted by me, if necessary, on behalf of the Aetna.

7-27-38-#2

G. B. R.

The matter is further complicated in view of the pendency of another common law suit brought by the assured against the Aetna for the distruction of a barn burned after the dwelling was destroyed and there will be, doubtless, subrogation rights here present.

I am sending a copy of this letter to Mr. DeJarnette and I again say that I will be very glad sometime early in August to meet counsel concerned either here or at Fairfax agreeable to a date to be fixed by the passing of letters.

With respect, I am

Yours very truly,

Copies to:

E. H. DeJarnette, Esq.,
Orange, Va.

Hugh B. Marsh, Esq.,
Fairfax, Va.

COMMONWEALTH OF VIRGINIA

TREASURER'S OFFICE

RICHMOND

EDWIN B. JONES
TREASURER OF VIRGINIA

DEPUTIES
P. W. JONES
J. O. FAISON, JR.
W. L. YOUNG

MARGARET M. MILLER
SECRETARY TO TREASURER

"EXHIBIT H"

August 17, 1938

RECEIVED
AUG 18 1938
LOSS DEPT.

AETNA INS. CO. RECEIVED AUG 18 1938

Aetna Insurance Company
Hartford, Conn.

Gentlemen:

Notice has been served upon me, as Treasurer of Virginia, by L. Louise Carpenter, through her attorneys DeJarnette and DeJarnette of Orange, Virginia, of a judgment in her favor against you for the sum of $987.50, with interest thereon from July 27, 1935 and $202.12 costs, rendered by the Circuit Court of Fairfax County of Virginia, on February 3, 1937. The execution was issued on July 21, 1938 and directed to the Sergeant of the City of Richmond.

Unless this judgment is settled within ten days from your receipt of this letter, it will be my duty as Treasurer to offer for sale the securities which are held by me for the protection of policy holders and claimants, or so much thereof as may be necessary to satisfy this claim. I hope that you will give this your immediate attention and settle the claim, so that this procedure will not be necessary.

I am sending a copy of this letter to Honorable George A. Bowles, Commissioner of Insurance of Virginia, for his information.

Yours very truly,

Edwin B. Jones

Treasurer of Virginia

EBJ.mmm

Cc - Honorable George A. Bowles
Commissioner of Insurance
Commonwealth of Virginia
Richmond, Virginia

Do this in connection with a loss? MMS

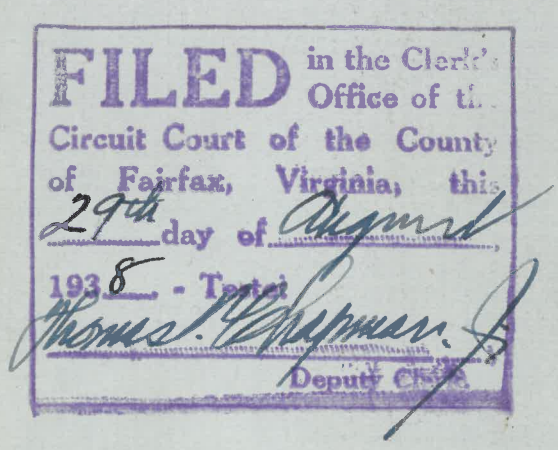
VIRGINIA:

IN THE CIRCUIT COURT OF
COUNTY OF FAIRFAX.

AETNA INSURANCE COMPANY,
a corporation,

v. BILL OF INTERPLEADER.

L. LOUISE CARPENTER, ET ALS.



LAW OFFICES OF
ALEXANDER H. SANDS
AMERICAN BANK BUILDING
RICHMOND, VIRGINIA

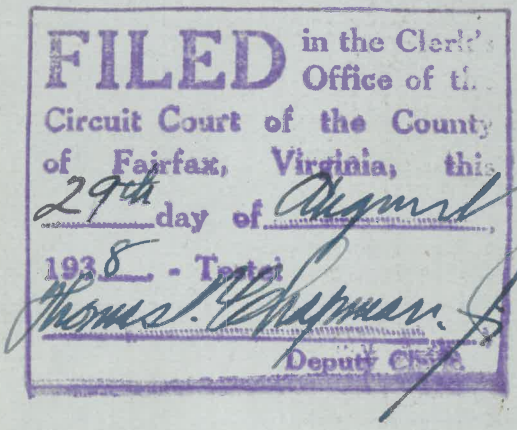
VIRGINIA:

IN THE CIRCUIT COURT OF
COUNTY OF FAIRFAX.

AETNA INSURANCE COMPANY,
a corporation,

v. BILL OF INTERPLEADER.

L. LOUISE CARPENTER, ET ALS.



LAW OFFICES OF
ALEXANDER H. SANDS
AMERICAN BANK BUILDING
RICHMOND, VIRGINIA

FAIRFAX COUNTY, To-wit:-

The Commonwealth of Virginia,

To the Sheriff of Fairfax County,--Greeting:

You are hereby commanded to summon

L. LOUISE CARPENTER: J. C. SEABURY, Liquidator for Federal Deposit Insurance Corporation, Receiver for The National Bank of Herndon; WILBUR C. HALL, Trustee; JOSEPH ANDERSON: F. D. RICHARDSON, Trustee: PAUL T. POWELL: W. W. McGLINCY, an individual, trading and doing business as Herndon Market, and EDWIN B. JONES, Treasurer of the State of Virginia,

Defendants,

if found in your bailiwick, to appear at the CLERK'S OFFICE of the CIRCUIT COURT of the COUNTY OF FAIRFAX, VIRGINIA, at RULES to be held for the said Court on the FIRST Monday in SEPTEMBER , 1938, to answer a bill in chancery to be exhibited against them in said Court by

AETNA INSURANCE COMPANY, a corporation, Complainant.

And have then there this writ and show how you have executed the same.

WITNESS, JOHN M. WHALEN, Clerk of our said Court, at the Court House of said County, this 26th day of August , 1938, and in the 16 3rd year of the Commonwealth

JOHN M. WHALEN, Clerk.

By Thomas L. Chapman, Jr.,
Deputy Clerk.

Legal service of the within notice is hereby accepted.

Joseph Anderson

By Thomas K. Carr
His attorney

FAIRFAX COUNTY, To-wit:-

The Commonwealth of Virginia,

To the Sheriff of Fairfax County,--Greeting:

You are hereby commanded to summon

L. LOUISE CARPENTER; J. C. SEABURY, Liquidator for Federal Deposit Insurance Corporation, Receiver for The National Bank of Herndon; WILBUR C. HALL, Trustee; JOSEPH ANDERSON; F. D. RICHARDSON, Trustee; PAUL T. POWELL; W. W. McGLINCY, an individual, trading and doing business as Herndon Market, and EDWIN B. JONES, Treasurer of the State of Virginia,

Defendants,

if found in your bailiwick, to appear at the CLERK'S OFFICE of the CIRCUIT COURT of the COUNTY OF FAIRFAX, VIRGINIA, at RULES to be held for the said Court on the FIRST Monday in SEPTEMBER, 1938, to answer a bill in chancery to be exhibited against them in said Court by AETNA INSURANCE COMPANY, a corporation, Complainant.

And have then there this writ and show how you have executed the same.

WITNESS, JOHN M. WHALEN, Clerk of our said Court, at the Court House of said County, this 26th day of August, 1938, and in the 163rd year of the Commonwealth

JOHN M. WHALEN, Clerk.

By Thomas C. Chapman, Jr.
Deputy Clerk.

Legal service of the within notice is hereby accepted.

Wilbur C. Hall, Trustee

By _____
Attorney for Wilbur C. Hall, Trustee

FAIRFAX COUNTY, To-wit:-

The Commonwealth of Virginia,

To the Sheriff of Fairfax County,--Greeting:

You are hereby commanded to summon

L. LOUISE CARPENTER; J. C. SEABURY, Liquidator for Federal Deposit Insurance Corporation, Receiver for The National Bank of Herndon; WILBUR C. HALL, Trustee; JOSEPH ANDERSON; F. D. RICHARDSON, Trustee; PAUL T. POWELL; W. W. McGLINCY, an individual, trading and doing business as Herndon Market, and EDWIN B. JONES, Treasurer of the State of Virginia,

Defendants,

if found in your bailiwick, to appear at the CLERK'S OFFICE of the CIRCUIT COURT of the COUNTY OF FAIRFAX, VIRGINIA, at RULES to be held for the said Court on the FIRST Monday in SEPTEMBER , 1938, to answer a bill in chancery to be exhibited against them in said Court by

AETNA INSURANCE COMPANY, a corporation, Complainant.

And have then there this writ and show how you have executed the same.

WITNESS, JOHN M. WHALEN, Clerk of our said Court, at the Court House of said County, this 26th day of August , 1938, and in the 163rd year of the Commonwealth

JOHN M. WHALEN, Clerk.

By Thomas L. Chapman, Jr., Deputy Clerk.

Service of the within summons is hereby acknowledged and accepted, this 26th day of August, 1938.

Attorney for J. C. Seabury, Liquidator for Federal Deposit Insurance Corporation, Receiver for The National Bank of Herndon, Defendant

Attorney for Paul T. Powell, Defendant

Attorney for W. W. McGlincy, an individual, trading and doing business as Herndon Market

FAIRFAX COUNTY, To-wit:-

The Commonwealth of Virginia,

To the Sheriff of Fairfax County,--Greeting:

You are hereby commanded to summon

L. LOUISE CARPENTER: J. C. SEABURY, Liquidator for Federal Deposit Insurance Corporation, Receiver for The National Bank of Herndon; WILBUR C. HALL, Trustee; JOSEPH ANDERSON: F. D. RICHARDSON, Trustee: PAUL T. POWELL: W. W. McGLINCY, an individual, trading and doing business as Herndon Market, and EDWIN B. JONES, Treasurer of the State of Virginia,

Defendants,

if found in your bailiwick, to appear at the CLERK'S OFFICE of the CIRCUIT COURT of the COUNTY OF FAIRFAX, VIRGINIA, at RULES to be held for the said Court on the FIRST Monday in SEPTEMBER, 1938, to answer a bill in chancery to be exhibited against them in said Court by

AETNA INSURANCE COMPANY, a corporation, Complainant.

And have then there this writ and show how you have executed the same.

WITNESS, JOHN M. WHALEN, Clerk of our said Court, at the Court House of said County, this 26th day of August, 1938, and in the 163rd year of the Commonwealth

JOHN M. WHALEN, Clerk.

By Thomas L. Chapman, Jr., Deputy Clerk.

Service hereby accepted this 31st day of August, 1938

Edwin B. Jones

Treasurer of Virginia

FAIRFAX COUNTY, To-wit:-

The Commonwealth of Virginia,

To the Sheriff of Fairfax County,--Greeting:

You are hereby commanded to summon

L. LOUISE CARPENTER; J. C. SEABURY, Liquidator for Federal Deposit Insurance Corporation, Receiver for The National Bank of Herndon; WILBUR C. HALL, Trustee; JOSEPH ANDERSON; F. D. RICHARDSON, Trustee; PAUL T. POWELL; W. W. McCLINCY, an individual, trading and doing business as Herndon Market, and EDWIN B. JONES, Treasurer of the State of Virginia,

Defendants,

if found in your bailiwick, to appear at the CLERK'S OFFICE of the CIRCUIT COURT of the COUNTY OF FAIRFAX, VIRGINIA, at RULES to be held for the said Court on the FIRST Monday in SEPTEMBER, 1938, to answer a bill in chancery to be exhibited against them in said Court by

AETNA INSURANCE COMPANY, a corporation, Complainant.

And have then there this writ and show how you have executed the same.

WITNESS, JOHN M. WHALEN, Clerk of our said Court, at the Court House of said County, this 26th day of August, 1938, and in the 163rd year of the Commonwealth

JOHN M. WHALEN, Clerk.

By Thomas L. Chapman, Jr., Deputy Clerk.

August 26, 1938.

Legal service of the within summons is hereby accepted.

F. D. Richardson,
Trustee

FAIRFAX COUNTY, To-wit:-

The Commonwealth of Virginia,

To the Sheriff of Fairfax County,--Greeting:

You are hereby commanded to summon

L. LOUISE CARPENTER: J. C. SEABURY, Liquidator for Federal Deposit Insurance Corporation, Receiver for The National Bank of Herndon; WILBUR C. HALL, Trustee; JOSEPH ANDERSON: F. D. RICHARDSON, Trustee: PAUL T. POWELL: W. W. McGLINCY, an individual, trading and doing business as Herndon Market, and EDWIN B. JONES, Treasurer of the State of Virginia,

Defendants,

if found in your bailiwick, to appear at the CLERK'S OFFICE of the CIRCUIT COURT of the COUNTY OF FAIRFAX, VIRGINIA, at RULES to be held for the said Court on the **FIRST** Monday in **SEPTEMBER**, 1938, to answer a bill in chancery to be exhibited against **them** in said Court by

AETNA INSURANCE COMPANY, a corporation, Complainant.

And have then there this writ and show how you have executed the same.

WITNESS, JOHN M. WHALEN, Clerk of our said Court, at the Court House of said County, this **26th** day of **August**, 1938, and in the 16**3rd** year of the Commonwealth

JOHN M. WHALEN, Clerk.

By Thomas L. Chapman, Deputy Clerk.

IN THE CIRCUIT COURT OF THE
COUNTY OF FAIRFAX, VIRGINIA.

In Chancery No. 5351

AETNA INSURANCE CO.,
Complainant,

versus

L. LOUISE CARPENTER, et al.,
Defendants.

PROCESS
to FIRST SEPTEMBER RULES,
1938.

Sands & Marsh, attorneys
for Complainant.

Executed on the 3 day of Sept 1938
by delivering a true copy of the within
Process to E.M. Wiggenton Jr attorney for L. Louise Carpenter
in person in Orange County, Virginia.

W. M. Myers
Sheriff of Orange County.

IN THE CIRCUIT COURT FOR FAIRFAX COUNTY, VIRGINIA.

AETNA INSURANCE COMPANY, a corporation, Complainant	)	
v	)	IN CHANCERY.
L. LOUISE CARPENTER; J. C. SEABURY, Liquidator for Federal Insurance Corporation, Receiver for National Bank of Herndon; WILBUR C. HALL, Trustee; JOSEPH ANDERSON; PAUL T. POWELL; W. W. McGLINCY, trading as the Herndon Market and EDWIN B. JONES, Treasurer of Virginia, Defendants.	)	DECREE SEPTEMBER TERM, 1938.

This cause came on this day to be again heard upon the bill of complaint and papers formerly filed and read and it appearing to the Court that this chancery cause has been continued to and set for hearing on November 5th, 1938, before this Court at Arlington County, Virginia, whereupon, upon argument of counsel, the Court doth now adjudge, order and decree that the temporary injunction originally granted in this cause until the 10th day of October, 1938, by decree heretofore entered in this cause be and the same now hereby is continued in full force and effect until the 10th day of November, 1938, and the Court doth further adjudge, order and decree that the bond required to be given by the complainant in the original decree entered in this cause and which said bond was regularly and duly executed by the complainant be and the same now hereby is contined in full force and virtue until the 10th day of November, 1938.

And this cause is continued.

10/7/38

IN THE CIRCUIT COURT FOR
FAIRFAX COUNTY, VIRGINIA.

Pending #3

AETNA INSURANCE COMPANY,
a corporation,
Complainant

v.

L. LOUISE CARPENTER, et als,
Defendants.

IN CHANCERY. DECREE.
SEPTEMBER TERM, 1938.

ENTER: W. L. Ill.
Judge.

Entered in 1937 Chancery Order Book Page 360 and 61.

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX.

AETNA INSURANCE COMPANY,
a corporation, ... Complainant

v.

L. LOUISE CARPENTER, ... Defendants
J. C. Seabury, Liquidator for
Federal Insurance Corporation,
Receiver for the National Bank
of Herndon; Wilbur C. Hall, Trustee;
F. D. Richardson, Trustee; Joseph
Anderson, Paul T. Powell and
W. W. McGlinsky, trading as
The Herndon Market, and
Edwin B. Jones, Treasurer of Virginia.

TO THE HONORABLE WALTER T. McCARTHY, JUDGE:

Your complainant, Aetna Insurance Company, a corporation organized under the laws of the State of Connecticut and domesticated and doing business under the laws of the State of Virginia, respectfully shows unto the Court the following case:

1. That on the 3rd day of February, 1937, this Honorable Court entered final judgment upon a verdict of a jury in a Common Law action in which L. Louise Carpenter was a plaintiff, and your complainant herein was the defendant, the amount of said judgment being $987.50 with interest thereon from July 27, 1935, until paid and costs, and a judgment was likewise awarded against the complainant in favor of Wilbur C. Hall, Trustee, a co-plaintiff, for $500.00 with interest from the 19th day of February, 1935.

2. Your complainant avers that it paid the said Wilbur C. Hall, Trustee, the sum so awarded him, together with interest, taking, at the time, a subrogation receipt and assignment in favor of your complainant of a certain note se-

cured by a deed of trust then and now recorded in the Clerk's Office of this Honorable Court, unreleased of record, the same being found of record in said Clerk's Office in Deed Book _____, page _____.

3. Your complainant avers that it sought and obtained a writ of error and supersedeas as to so much of the judgment referred to in the preceding paragraph as awarded a judgment in favor of the said L. Louise Carpenter for $987.50, with interest and costs, but that upon appeal the action of this Honorable Court in having awarded said judgment as aforesaid was sustained and affirmed, the Supreme Court entering a final order to this effect on the 28th day of April, 1938; a duly certified copy of which order so affirming the judgment aforesaid is herewith filed marked "Exhibit A" and prayed to be read and considered as a part of this, the complainant's Bill of Complaint.

4. Your complainant avers that immediately upon the rendition of the judgment by the Supreme Court affirming the action of this Honorable Court in the premises counsel for the plaintiff in the common law action wrote to the Clerk of the Court asking that he furnish a statement of costs and amount of judgment for the purpose of securing the same promptly, as will be observed from letter to E. H. DeJarnette, Jr., of May 19, 1938, copy of which is herewith filed marked "Exhibit B" and prayed to be read and considered as a part of this complaint, and shortly thereafter your complainant's counsel received the letter from Mr. DeJarnette's office enclosing one from Mr. Whalen, Clerk, carrying as items of costs sundry cost items such as attendance of witnesses, etc., which items, together with proper elements of costs carried the total costs which have subsequently been included in an execution issued

against the complainant for the total amount of $202.12.

5. Your complainant avers that since this issue arose, namely, as to the amount of actual costs which were involved and those which were alleged to be due, presenting a matter of dispute, complainant's counsel has repeatedly sought in every way to adjust such amicably, if possible, and, as an alternative, has suggested to counsel for the original complainant in the common law action that the matter be taken up before the Honorable Judge of this Court, that a ruling might be had, arrived at by consent, which would enable the payment of the judgment to the plaintiff, or so much thereof as could be paid at the time, in view of the issuance of garnishment proceedings, then and now pending in this Honorable Court, in which the said L. Louise Carpenter is the principal defendant and your complainant is defendant by reason of the admitted or established amount so due the said L. Louise Carpenter as a result of the judgment hereinbefore first mentioned.

6. Your complainant avers that on the 19th day of May, 1936, George B. Robey, Esq., secured a judgment in favor of W. W. McGlinsky, trading as the Herndon Market, against L. Louise Carpenter for the sum of $21.06, plus $3.50 costs, and had a garnishment summons issued against your complainant, which garnishment is returnable in this Court on the 3rd Monday in September, 1938; that previous thereto the said George B. Robey, acting for and on behalf of the Liquidator and Receiver of the National Bank of Herndon, had notified your complainant that it held a claim against the said L. Louise Carpenter for $186.89, with interest for some years past due, and, furthermore, it was contended and claimed by and on behalf of the Receiver of the National Bank of Herndon that the claim so asserted in its behalf was superior to the judg-

ment which had been awarded in the common law suit of Carpenter v. Aetna, aforementioned, in favor of Wilbur C. Hall, Trustee, and your complainant avers, that when this situation developed counsel for the complainant wrote the letters of July 7th and July 20th and received in connection therewith the letters from E. H. DeJarnette, Jr., of July 6th and 19th, 1938, which letters are here filed marked "Exhibits C, D, E and F", which are prayed to be read and considered as a part of this, the complainant's bill of complaint.

7. Your complainant particularly desires to call attention to what is said in the letter of July 7th, 1938, as expressing the desire of the complainant to pay the judgment, or so much thereof as was possible to be paid in view of the conflicting interests and uncertanties which developed subsequent to the decision referred to of the Supreme Court of Appeals.

8. Your complainant further desires to bring to the attention of the Court that again late in July, 1938, as will be observed from the letter written by its counsel to George B. Robey, bearing date July 27, 1938, a carbon of which is herewith filed marked "Exhibit G" and prayed to be read and considered as a part of this bill, it again sought the convening of counsel for the various parties concerned looking to a possibility of an adjustment of conflicting interests that it might pay and discharge the amount of the aforesaid judgment, and that about this time an execution was placed in the hands of the Sergeant of the City of Richmond by counsel for L. Louise Carpenter seeking the collection of the full amount of the judgment, principal and interest, and the costs, as to which a dispute was involved, which was futile in the accomplishment of any practical result, as this complainant does not, as a non-

resident corporation, hold property upon which a judgment of any size could be satisfied; and, again, subsequent thereto, the said L. Louise Carpenter has attempted to force the collection of the amount so claimed or involved in said judgment through a demand upon the treasurer of Virginia that securities belonging to this complainant and held by the Treasurer of Virginia should be sold solely to satisfy the claim of the said L. Louise Carpenter, notwithstanding the conflicting interests of the various parties concerned in said judgment as shown in letter from the Treasurer of Virginia, here filed marked "Exhibit H" to be read as a part of this bill of complaint.

9. Your complainant avers that as heretofore stated it is, and has at all times been, desirous and willing to pay any debt established to be due by it and that it is particularly willing and desirous of paying to those who may be entitled thereto the full amount established to be payable as a consequence of the judgment aforesaid awarded against this defendant in favor of the said L. Louise Carpenter by this Honorable Court on the 3rd day of February, 1936, and as evidence of this desire this complainant tenders to the Court herewith for delivery to the Clerk of said Court to be deposited to the credit of the Court, the check for sum of $1220.12, which represents the full amount of the judgment aforesaid, together with the costs of the Clerk, and the costs awarded the plaintiff in the Supreme Court of Appeals; and the plaintiff avers that it stands ready and willing to pay for such witness attendance when ordered, or other costs as may, by this Honorable Court, be held to be due to the defendant, L. Louise Carpenter, or any other person who may assert and have a proper claim to collect such items for payment.

10. Your complainant avers that the sum of money which it has in its hands and this day tendered to the Court, amounting, as the complainant is advised, to the sum of $1220.12, belongs to the defendant, L. Louise Carpenter, solely, or to the said L. Louise Carpenter and the parties hereinbefore mentioned or named herein as parties defendant to this Bill, and your complainant does not own any part of said sum or claim any interest whatsoever in the same; that as hereinbefore alleged, various claims of various parties in said fund have been asserted against this complainant, the proper ascertainment, however, of the respective interests so claimed being a matter of dispute; that your complainant has no personal knowledge as to the just i ce or legality of the respective claims of the respective parties and that there seems to be no way by which the same may be determined for your complainant's protection save by the intervention of a Court of Equity.

11. Your complainant is advised and avers that it is entitled to an injunction in v i ew of the premises against the Treasurer of Virginia prohibiting the Treasurer from selling, or attempting to sell or dispose of, bonds of securities belonging to the complainant heretofore deposited with the Treasurer of said State as required by law, pending the determination of the issues involved in this suit; and that, furthermore, the complainant is entitled to a permanent injunction from said sale of said bonds at the instance and request of the defendant L. Louise Carpenter; and your complainant is further advised that it is entitled to an injunction against those who have instituted the several garnishment proceedings hereinbefore mentioned until the rights of the claimants in the fund so admittedly held by this complainant, and those of other parties concerned, including L. Louise Carpenter, shall have been fixed

and determined by this Honorable Court.

IN CONSIDERATION WHEREOF, your complainant prays that the said L. Louise Carpenter, J. C. Seabury, Liquidator for Federal Insurance Corporation, Receiver for the National Bank of Herndon; Wilbur C. Hall, Trustee; F. D. Richardson, Trustee; Joseph Anderson, Paul T. Powell and W. W. McGlinsky, trading as the Herndon Market, and Edwin B. Jones, Treasurer of Virginia, may be made parties defendant to this Bill and required to answer the same; that they be compelled to file before this Court statements in writing as to their claims, respectively, and be permitted to introduce such proper evidence as each of them may desire in support of his pretention.

And your complainant further prays that this Court may herein decide the matters involved between the several parties asserting conflicting interests in said fund; and the rights of the respective parties under the deeds of trust in which said Wilbur C. Hall and the said F. D. Richardson are trustees, and that this Honorable Court will say and determine to whom the money so deposited by this complainant shall be paid, and order the payment to such parties and decree complete exoneration and protection to your complainant; and that your complainant may have all further and other general relief in the premises as the nature of its case may require, or to equity shall seem meet.

AETNA INSURANCE COMPANY

By Alexander N Sands
Counsel

Alexander N Sands
&
Hugh B Marsh
Attys for Aetna Insurance Co.

STATE OF VIRGINIA,

CITY OF RICHMOND, to-wit:

This day personally appeared before me, the undersigned Notary Public, E. H. STOVER, who made oath that he is conversant with the matters and things stated in the foregoing Bill of Complaint and that the facts therein related, insofar as such are based upon his own knowledge, are true, and such facts as are therein related based upon knowledge derived from others, affiant believes such to be true.

Given under my hand this 27th day of August, 1938.

Adèle B. Pewett

Notary Public

My Commission Expires December 19, 1938

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX.

AETNA INSURANCE COMPANY,
a corporation, ... Complainant

v.

L. LOUISE CARPENTER,
J. C. Seabury, Liquidator for
Federal Insurance Corporation,
Receiver for the National Bank
of Herndon; Wilbur C. Hall,
Trustee; F. D. Richardson,
Trustee; Joseph Anderson, Paul
T. Powell and W. W. McClincy,
trading as The Herndon Market, and
Edwin B. Jones, Treasurer of Virginia .... Defendants

This day came the plaintiff and presented its Bill of Complaint, duly sworn to, with accompanying Exhibits, in which it avers that it has in its possession and/or justly owes to the defendant, L. Louise Carpenter, a certain sum of money which the plaintiff avers to amount to the sum of $1220.12, the same being due as averred as a result of a judgment rendered against the complainant in favor of the defendant mentioned on the 3rd day of February, 1937, for $987.50, with interest and costs, subject, however, to conflicting claims asserted against this complainant by co-defendants of the said L. Louise Carpenter through garnishee and otherwise as in said Bill duly set out, in payment of which sum the plaintiff this day tendered to the Court check or draft dated August 24, 1938, for said $1220.12, carrying endorsement over to the Clerk of the Circuit Court of Fairfax County, to be collected and deposited to the credit of the Circuit Court of the aforesaid County for distribution and payment to those to whom the Court may determine to be entitled in the distribution thereof, and it being stated in said Bill of Complaint that there is outstanding against the complainant an execution on judgment and sundry proceedings in garnishment issued on behalf of those claiming said fund or an interest therein; and that, moreover, the defendant, L. Louise Carpenter, has heretofore sought, and is now

seeking, the sale of sundry securities held by the Treasurer of Virginia belonging to the complainant, such course being pursued in an effort to collect the amount of the aforementioned judgment against the complainant notwithstanding the conflicting interests asserted as alleged in said fund, which the complainant alleges it is anxious and desirous of paying and now tenders to the Court in the manner stated, the plaintiff praying that an injunction be awarded the complainant at this time against the sundry parties asserting their respective interests in said fund mentioned and that an injunction be likewise granted it against the Treasurer of Virginia to prohibit him from proceeding to sell or molesting the securities so held belonging to the complainant, as stated, such injunction to be effective until the Circuit Court of the County of Fairfax shall have had an opportunity of passing upon the rights of the several parties, plaintiff and defendant, in this suit, in respect to the disposition or division of the proceeds of judgment so heretofore awarded against the complainant as in said Bill stated, the Court having maturely considered the allegations of the Bill and read and considered the Bill and Exhibits this day presented to it, and being of opinion that the relief prayed for therein in respect to the granting of injunctions against said parties is proper, the Court doth, accordingly, adjudge, order and decree, that the said Edwin B. Jones, Treasurer of Virginia, be, and he is hereby, restrained from proceeding to sell or offer for sale securities which are now held by him on behalf of the complainant for the protection of the policyholders and claimants, such as mentioned in the letter of August 17, 1938, addressed to the Aetna Insurance Company of Hartford, Conn., the same being marked "Exhibit H" filed with the Bill, but said Injunction shall stand dissolved on or after the 20th day of September, 1938, unless enlarged or dismissed by order of the Circuit Court of Fairfax County.

And an injunction is hereby likewise awarded against J. C. Seabury, Liquidator for the Federal Insurance Corporation, Receiver

for the National Bank of Herndon and W. W. McGlincy, trading as The Herndon Market, restraining them, and each of them, from proceeding further in their effort to collect against the complainant, the Aetna Insurance Company, any and all sums mentioned in the Bill of Complaint, the collection of which being sought against said complainant on account of alleged indebtedness due to them, respectively, by the complainant, L. Louise Carpenter.

This injunction, however, shall likewise stand dissolved on or after September 20, 1938, unless enlarged or dismissed by order of the aforementioned court.

And the Court will further remand the papers in this cause to the Clerk that Rules may be had and proceeded with in accordance with law.

The foregoing injunctions so awarded shall not be effective, however, until the complainant, or someone for it, enters into bond before the Clerk of Fairfax County, Virginia, in the penalty of $300.00 conditioned to pay any balance if any, as may be found by the Court to be due the defendant L. Louise Carpenter, or other defendants, in excess of the sum of $1220.12 aforementioned, and such costs as may be awarded against the complainant herein.

To the Clerk of Circuit Court of Fairfax County,

Enter this injunction

Willis D. Miller
Judge of Law & Equity
Court of the City of Richmond, Va.
August 27th, 1938

A Copy-Teste: JOHN M. WHALEN, CLERK,

By: Thomas L. Chapman Jr.
Deputy Clerk.

I hereby certify that the bond required in the above order was executed August 29, 1938 by Hugh B. Marsh, Attorney for the Complainant, with Hartford Accident and Indemnity Company, by R. D. Graham its Attorney in Fact, the approved surety.

Teste:

JOHN M. WHALEN, CLERK,

BY Thomas L. Chapman Jr.
Deputy Clerk.

AETNA INSURANCE COMPANY,
a corporation,

Complainant

v. DECREE

L. LOUISE CARPENTER,
J. C. Seabury, Liquidator for
Federal Insurance Corporation,
Receiver for the National Bank
of Herndon; Wilbur C. Hall,
Trustee; F. D. Richardson,
Trustee; Joseph Anderson, Paul T.
Powell and W. W. McGlincy, trading
as The Herndon Market, and Edwin
B. Jones, Treasurer of Virginia

Defendants

COPY OF INJUNCTION

CLERK'S OFFICE
CIRCUIT COURT OF FAIRFAX COUNTY
FAIRFAX, VIRGINIA

Service of process of the within decree is hereby accepted and acknowledged this 6th day of September, 1938.

Attorney for J. C. Seabury,
Liquidator for Federal Deposit
Insurance Corp., Receiver for
National Bank of Herndon.

Attorney for Paul T. Powell

Attorney for W. W. McGlincy,
trading and doing business as
Herndon Market.

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX.

AETNA INSURANCE COMPANY,
a corporation, ... Complainant

v.

L. LOUISE CARPENTER,
J. C. Seabury, Liquidator for
Federal Insurance Corporation,
Receiver for the National Bank
of Herndon; Wilbur C. Hall, Trustee;
F. D. Richardson, Trustee; Joseph
Anderson, Paul T. Powell and
W. W. McGlincy, trading as
The Herndon Market, and
Edwin B. Jones, Treasurer of Virginia ... Defendants

This day came the plaintiff and presented its Bill of Complaint, duly sworn to, with accompanying Exhibits, in which it avers that it has in its possession and/or justly owes to the defendant, L. Louise Carpenter, a certain sum of money which the plaintiff avers to amount to the sum of $1220.12, the same being due as averred as a result of a judgment rendered against the complainant in favor of the defendant mentioned on the 3rd day of February, 1937, for $987.50, with interest and costs, subject, however, to conflicting claims asserted against this complainant by co-defendants of the said L. Louise Carpenter through garnishee and otherwise as in said Bill duly set out, in payment of which sum the plaintiff this day tendered to the Court check or draft dated August 24, 1938, for said $1220.12, carrying endorsement over to the Clerk of the Circuit Court of Fairfax County, to be collected and deposited to the credit of the Circuit Court of the aforesaid County for distribution and payment to those to whom the Court may determine to be en-

titled in the distribution thereof, and it being stated in said Bill of Complaint that there is outstanding against the complainant an execution on judgment and sundry proceedings in garnishment issued on behalf of those claiming said fund or an interest therein; and that, moreover, the defendant, L. Louise Carpenter, has heretofore sought, and is now seeking, the sale of sundry securities held by the Treasurer of Virginia belonging to the complainant, such course being pursued in an effort to collect the amount of the aforementioned judgment against the complainant notwithstanding the conflicting interests asserted as alleged in said fund, which the complainant alleges it is anxious and desirous of paying and now tenders to the Court in the manner stated, the plaintiff praying that an injunction be awarded the complainant at this time against the sundry parties asserting their respective interests in said fund mentioned and that an injunction be likewise granted it against the Treasurer of Virginia to prohibit him from proceeding to sell or molesting the securities so held belonging to the complainant, as stated, such injunction to be effective until the Circuit Court of the County of Fairfax shall have had an opportunity of passing upon the rights of the several parties, plaintiff and defendant, in this suit, in respect to the disposition or division of the proceeds of judgment so heretofore awarded against the complainant as in said Bill stated, the Court having maturely considered the allegations of the Bill and read and considered the Bill and Exhibits this day presented to it, and being of opinion that the relief prayed for therein in respect to the granting of injunctions against said parties is proper, the Court doth, accordingly, adjudge, order and decree, that the

said Edwin B. Jones, Treasurer of Virginia, be, and he is hereby, restrained from proceeding to sell or offer for sale securities which are now held by him on behalf of the complainant for the protection of the policyholders and claimants, such as mentioned in the letter of August 17, 1938, addressed to the Aetna Insurance Company of Hartford, Conn., the same being marked "Exhibit H" filed with the Bill, but said Injunction shall stand dissolved on or after the 20th day of September, 1938, unless enlarged or dismissed by order of the Circuit Court of Fairfax County.

And an injunction is hereby likewise awarded against J. C. Seabury, Liquidator for the Federal Insurance Corporation, Receiver for the National Bank of Herndon and W. W. McGlincy, trading as The Herndon Market, restraining them, and each of them, from proceeding further in their effort to collect against the complainant, the Aetna Insurance Company, any and all sums mentioned in the Bill of Complaint, the collection of which being sought against said complainant on account of alleged indebtedness due to them, respectively, by the complainant, L. Louise Carpenter.

This injunction, however, shall likewise stand dissolved on or after September 20, 1938, unless enlarged or dismissed by order of the aforementioned court.

And the Court will further remand the papers in this cause to the Clerk that Rules may be had and proceeded with in accordance with law.

The foregoing injunctions so awarded shall not be effective, however, until the complainant, or someone for it, enters into bond before the Clerk of Fairfax County, Virginia, in the penalty of $ 300.00 conditioned to pay any balance

if any, as may be found by the Court to be due the defendant L. Louise Carpenter, or other defendants, in excess of the sum of $1220.12 aforementioned, and such costs as may be awarded against the complainant herein.

To the Clerk of Circuit Court of Fairfax County,

Enter this injunction

(Signed) Willis D. Miller
Judge of Law & Equity
Court of the City of Richmond, Va.
August 27th, 1938

A Copy-Teste:

JOHN M. WHALEN, CLERK,
BY Thomas L. Chapman Jr.
Deputy Clerk.

I hereby certify that the bond required in the above order was executed August 29, 1938 by Hugh B. Marsh, Attorney for the Complainant, with Hartford Accident and Indemnity Company, by R. D. Graham its Attorney in Fact, the approved surety.

Teste:

JOHN M. WHALEN, CLERK,
BY Thomas L. Chapman Jr.
Deputy Clerk.

AETNA INSURANCE COMPANY,
a corporation,
Complainant

v. DECREE

L. LOUISE CARPENTER,
J. C. Seabury, Liquidator for
Federal Insurance Corporation,
Receiver for the National Bank
of Herndon; Wilbur C. Hall,
Trustee; F. D. Richardson,
Trustee; Joseph Anderson, Paul T.
Powell and W. W. McGlincy, trading
as The Herndon Market, and Edwin
B. Jones, Treasurer of Virginia
Defendants

COPY OF INJUNCTION

CLERK'S OFFICE
CIRCUIT COURT OF FAIRFAX COUNTY
FAIRFAX, VIRGINIA

Executed on the 3 day of Sept 1935
by delivering a true copy of the within
Decree to C. K. Wegmann in person in
Orange County, Virginia.

By W. W. Weyers
Sheriff of Orange County.

attorney for L. Louise Carpenter

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX.

AETNA INSURANCE COMPANY,
a corporation, ... Complainant

v.

L. LOUISE CARPENTER,
J. C. Seabury, Liquidator for
Federal Insurance Corporation,
Receiver for the National Bank
of Herndon; Wilbur C. Hall, Trustee;
F. D. Richardson, Trustee; Joseph
Anderson, Paul T. Powell and
W. W. McGlincy, trading as
The Herndon Market, and
Edwin B. Jones, Treasurer of Virginia ... Defendants

This day came the plaintiff and presented its Bill of Complaint, duly sworn to, with accompanying Exhibits, in which it avers that it has in its possession and/or justly owes to the defendant, L. Louise Carpenter, a certain sum of money which the plaintiff avers to amount to the sum of $1220.12, the same being due as averred as a result of a judgment rendered against the complainant in favor of the defendant mentioned on the 3rd day of February, 1937, for $987.50, with interest and costs, subject, however, to conflicting claims asserted against this complainant by co-defendants of the said L. Louise Carpenter through garnishee and otherwise as in said Bill duly set out, in payment of which sum the plaintiff this day tendered to the Court check or draft dated August 24, 1938, for said $1220.12, carrying endorsement over to the Clerk of the Circuit Court of Fairfax County, to be collected and deposited to the credit of the Circuit Court of the aforesaid County for distribution and payment to those to whom the Court may determine to be en-

titled in the distribution thereof, and it being stated in said Bill of Complaint that there is outstanding against the complainant an execution on judgment and sundry proceedings in garnishment issued on behalf of those claiming said fund or an interest therein; and that, moreover, the defendant, L. Louise Carpenter, has heretofore sought, and is now seeking, the sale of sundry securities held by the Treasurer of Virginia belonging to the complainant, such course being pursued in an effort to collect the amount of the aforementioned judgment against the complainant notwithstanding the conflicting interests asserted as alleged in said fund, which the complainant alleges it is anxious and desirous of paying and now tenders to the Court in the manner stated, the plaintiff praying that an injunction be awarded the complainant at this time against the sundry parties asserting their respective interests in said fund mentioned and that an injunction be likewise granted it against the Treasurer of Virginia to prohibit him from proceeding to sell or molesting the securities so held belonging to the complainant, as stated, such injunction to be effective until the Circuit Court of the County of Fairfax shall have had an opportunity of passing upon the rights of the several parties, plaintiff and defendant, in this suit, in respect to the disposition or division of the proceeds of judgment so heretofore awarded against the complainant as in said Bill stated, the Court having maturely considered the allegations of the Bill and read and considered the Bill and Exhibits this day presented to it, and being of opinion that the relief prayed for therein in respect to the granting of injunctions against said parties is proper, the Court doth, accordingly, adjudge, order and decree, that the

said Edwin B. Jones, Treasurer of Virginia, be, and he is hereby, restrained from proceeding to sell or offer for sale securities which are now held by him on behalf of the complainant for the protection of the policyholders and claimants, such as mentioned in the letter of August 17, 1938, addressed to the Aetna Insurance Company of Hartford, Conn., the same being marked "Exhibit H" filed with the Bill, but said Injunction shall stand dissolved on or after the 20th day of September, 1938, unless enlarged or dismissed by order of the Circuit Court of Fairfax County.

And an injunction is hereby likewise awarded against J. C. Seabury, Liquidator for the Federal Insurance Corporation, Receiver for the National Bank of Herndon and W. W. McGlincy, trading as The Herndon Market, restraining them, and each of them, from proceeding further in their effort to collect against the complainant, the Aetna Insurance Company, any and all sums mentioned in the Bill of Complaint, the collection of which being sought against said complainant on account of alleged indebtedness due to them, respectively, by the complainant, L. Louise Carpenter.

This injunction, however, shall likewise stand dissolved on or after September 20, 1938, unless enlarged or dismissed by order of the aforementioned court.

And the Court will further remand the papers in this cause to the Clerk that Rules may be had and proceeded with in accordance with law.

The foregoing injunctions so awarded shall not be effective, however, until the complainant, or someone for it, enters into bond before the Clerk of Fairfax County, Virginia, in the penalty of $ 300.00 conditioned to pay any balance

if any, as may be found by the Court to be due the defendant L. Louise Carpenter, or other defendants, in excess of the sum of $1220.12 aforementioned, and such costs as may be awarded against the complainant herein.

To the Clerk of Circuit Court of Fairfax County,

Enter this injunction.

(Signed) Willis D. Miller
Judge of Law & Equity
Court of the City of Richmond, Va.
August 27th, 1938

A Copy-Teste:

JOHN M. WHALEN, CLERK,
BY Thomas L. Chapman Jr.
Deputy Clerk.

I hereby certify that the bond required in the above order was executed August 29, 1938 by Hugh B. Marsh, Attorney for the Complainant, with Hartford Accident and Indemnity Company, by R. D. Graham its Attorney in Fact, the approved surety.

Teste:

JOHN M. WHALEN, CLERK,
BY Thomas L. Chapman Jr.
Deputy Clerk.

AETNA INSURANCE COMPANY,
a corporation,

Complainant,

v. DECREE

L. LOUISE CARPENTER,
J. C. Seabury, Liquidator for
Federal Insurance Corporation,
Receiver for the National Bank
of Herndon; Wilbur C. Hall,
Trustee; F. D. Richardson,
Trustee; Joseph Anderson, Paul T.
Powell and W. W. McGlincy, trading
as The Herndon Market, and Edwin
B. Jones, Treasurer of Virginia,

Defendants.

COPY OF INJUNCTION

CLERK'S OFFICE
CIRCUIT COURT OF FAIRFAX COUNTY
FAIRFAX, VIRGINIA

Service of the within is hereby accepted this 31st day of August, 1938

Edwin B. Jones
Treasurer of Virginia

Service of the within is hereby acknowledged and accepted this 1st day of Sept, 1938—

F. D. Richardson, Trustee

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX.

AETNA INSURANCE COMPANY, a corporation, Complainant	
vs.	ANSWER
L. LOUISE CARPENTER, J. C. Seabury, Liquidator for Federal Insurance Corporation, Receiver for the National Bank of Herndon; Wilbur C. Hall, Trustee; F. D. Richardson, Trustee; Joseph Anderson; Paul T. Powell and W. W. McGlincy, trading as The Herndon Market, and Edwin B. Jones, Treasurer of Virginia, Defendants.	

The answer of W. W. McGlincy, trading as The Herndon Market, to Bill of Complaint filed against him in the Circuit Court of the County of Fairfax, Virginia, by Aetna Insurance Company, Complainant.

This respondent reserving to himself the benefit of all just exceptions to said Bill of Complaint, for answer thereto, or so much thereof as he is advised it is material to answer, answers and says:

1. That he, trading as Herndon Market, secured judgment on open account against L. Louise Carpenter for the sum of $21.06 and court costs, and had a garnishee summons issued against the Aetna Insurance on the said judgment;

2. That no payments have been made by L. Louise Carpenter or anyone for her, and the amount of the judgment, interest, court costs and attorney's fee remain unpaid.

And now having fully answered the Complainant's Bill, respondent prays to be hence dismissed with his reasonable costs by him in this behalf expended.

D. D. McGhee

Trading as Hendon Market

By Counsel

Deed Poll £4

VIRGINIA:

IN THE CIRCUIT COURT

OF THE COUNTY OF FAIRFAX.

AETNA INSURANCE COMPANY,
a corporation,

Complainant

vs.

L. LOUISE CARPENTER, J. C. Seabury, Liquidator for Federal Insurance Corporation, Receiver for the National Bank of Herndon; Wilbur C. Hall Trustee; F. D. Richardson, Trustee; Joseph Anderson; Paul T. Powell and W. W. McGlincy, trading as The Herndon Market, and Edwin B. Jones, Treasurer of Virginia,

Defendants.

Filed 10/6/38
D. M. W.
Clerk

ANSWER

IN THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA:

AETNA INSURANCE COMPANY .....Complainant

vs:

L. LOUISE CARPENTER

J. C. SEABURRY, liquidator for Federal Insurance Corporation, receiver for the National Bank of Herndon, Wilbur C. Hall, Trustee, F. D. Richardson, trustee, Joseph Anderson, Paul T. Powell & W. W. McGlincy, trading as the Herndon Market, and Edward B. Jones, treasurer of Virginia.....Defendants

J. C. SEABURRY, Liquidator for the Federal Insurance Corporation, receiver for the National Bank of Herndon, Virginia

vs:

L. LOUISE CARPENTER

L. Louise Carpenter in reply to the interpleader suit filed by the Aetna Insurance Company and in reply to the attachment proceedings filed by J. C. Seaburry, Liquidator for the Federal Deposit & Insurance Corporation comes and says as follows: That it is true as set forth in the Attachment proceedings that she owes the sum of $186.89 with interest from September 9, 1935, and that said debt was covered by the deed of trust on her land in Herndon, Virginia, that she stated at the trial that she has always intendedto pay said debt as soon as she could get the money to pay it: That said debt is justly protected by said deed of trust and was intended to be and should have been covered by the insurance policies and that same was in fact covered by the insurance policies: That she has been trying to collect the judgment from the Aetna Insurance Company for the purpose of paying off the said note secured by said deed of trust and that the said Aetna Insurance Company is justly due her the sum of $1500.00 with interest from July 27, 1935,

less the sum already paid to Wilbur C. Hall of five hundred dollars with interest from February 19, 1935, and that the said L. Louise Carpenter is justly endebted to all of the taxable costs both in the lower court and in the Supreme Court against the Aetna Insurance Company: That the said insurance company have done all they could to delay paying this debt by first one excuse and then another: That the said Aetna Insurance Company is also due to the said L. Louise Carpenter the sum of four hundred dollars for destruction of the barn covered by said insurance policy on her said land with interest from January 31, 1935, and for which said sum a suit is now pending in the Circuit Court of Fairfax County, Virginia, a copy of said bill is hereto attached and marked Exhibit"A" and prayed to be read as a part of this anser and that the said insurance company in order to harass the said L. Louise Carpenter has refused the payment of the sum of four hundred dollars, mainly on the ground that they claim that the barn covered by said insurance policy was vacant at the time of the fire: That the said plea was untrue in the first instance as the barn was occupied by furniture and belongings of the said L. Louise Carpenter and that said ficticious defense was also untenable for the reason that the said barn did not have to be occupied at the time of the fire in order for the plaintiff to recover and that the said J. C. Seaburry, Liquidator of the Federal Insurance Corporation, receiver of the National Bank of Herndon, negligently failed to put in their claim when the original suit was tried for if they had done so they would have gotten a judgment without any question as to said claim as the defense filed by Aetna Insurance Company, if maintainable, would have been no defense to their claim: That in the present suit or action for four hundred dollars the vacancy of the said barn is no defense

under any circumstances under any possible construction of said policy against the said claim of the receiver of the National Bank of Herndon: That the said L. Louise Carpenter should not be burdened with the costs of an attachment suit for the reason that they were already before the court in the said interpleader suit wherein they had a full and fair opportunity to ascert their claim and that as they claim under the said deed of trust they cannot and should not be allowed to add on the 10% attorney's fee provided for in said notes as the deed of trust does not provide for same and that the said attachment sum should not be maintained for the reason that the said L. Louise Carpenter has no property in the state of Virginia which is covered by the said attachment suit except the same funds mentioned and set forth in the said interpleader proceedings and that the said $2.50 alleged are not properly chargeable against the said L. Louise Carpenter, first, beaause the said costs if put up was put up in a suit which was never matured and second, because where process is not executed the costs do not amount to $2.50 That the said costs in the interpleader suit should be borne by the Aetna Insurance Company for arbitrarily refusing to pay the judgment as and when same was due and refusing to pay same without just cause: That the judgment of the said L. Louise Carpenter far more than covered the claims which the Aetna Insurance claimed were made out against them and that there was no reason why this residue should not have been paid to the said L. Louise Carpenter for if they had done so she could have easily off the proper claims against herself: That the value of the barn destroyed was $800.00 and that the Aetna Insurance Company has no defense against the receivers of the National Bank of Herndon and that the said L. Louise Carpenter is anxious and willing that the said claim should be paid off out of the

proceeds from the value of the said barn due by the Aetna Insurance Company and if this should prove inadequate that the rest and residue thereof be paid from the amount of her judgment against the Aetna Insurance Company: That the Aetna Insurance Company be charged with interest to the date of actual payment of the money to the said L. Louise Carpenter and that they cannot stop the payment of interest by tendering a check as there will necessarily be a hiatus between the time of the delivery of said check and the cashing of same by the clerk and that the said check is not legal tender and that the said Aetna Insurance Company have no right to pay any sum to the clerk of the court which is not in controversey after the recovery of the said judgment but that same should lawfully have been paid to the said L. Louise Carpenter or her attorney of record, E. H. DeJarnette, Jr., to whom the said judgment has been assigned as collateral for debts due to him subject to valid claims against same which assignment was made before notice of the said attachment suit or interpleader suit.

Therefore, your respondent, L. Louise Carpenter prays that no action be taken in the attachment suit as she does not want to be trying three separately over the same matters: That the Aetna Insurance Company be directed to pay out of the four hundred dollars due her for the destruction of her barn the claim of the National Bank of Herndon and having as fully answered as she is advised is necessary for her to answer she prays to be dismissed with her reasonable costs in this behalf expended.

L. Louise Carpenter

BY E H DeJarnette Jr

AETNA INSURANCE COMPANY
VS:
L. LOUISE CARPENTER ET ALS

J. C. SEABURRY, Liquidator for the Federal Insurance Corporation, receiver for the Natl. Bank of Herndon, Virginia

vs:

L. LOUISE CARPENTER

ANSWER

FILED in the Clerk's Office of the Circuit Court of the County of Fairfax, Virginia, this 22nd day of September 1938. - Teste:
Thomas P. Chapman, Jr.,
Deputy Clerk.

DEJARNETTE & DEJARNETTE
ATTORNEYS AT LAW
ORANGE, VIRGINIA

JARMAN'S INC.

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX.

August 29, 1938

AETNA INSURANCE COMPANY,
a corporation, ... Complainant

v.

L. LOUISE CARPENTER,
J. C. Seabury, Liquidator for
Federal Insurance Corporation,
Receiver for the National Bank
of Herndon; Wilbur C. Hall, Trustee;
F. D. Richardson, Trustee; Joseph
Anderson, Paul T. Powell and
W. W. McGlinty, trading as
The Herndon Market, and
Edwin B. Jones, Treasurer of Virginia ... Defendants

This day came the plaintiff and presented its Bill of Complaint, duly sworn to, with accompanying Exhibits, in which it avers that it has in its possession and/or justly owes to the defendant, L. Louise Carpenter, a certain sum of money which the plaintiff avers to amount to the sum of $1220.12, the same being due as averred as a result of a judgment rendered against the complainant in favor of the defendant mentioned on the 3rd day of February, 1937, for $987.50, with interest and costs, subject, however, to conflicting claims asserted against this complainant by co-defendants of the said L. Louise Carpenter through garnishee and otherwise as in said Bill duly set out, in payment of which sum the plaintiff this day tendered to the Court check or draft dated August 24, 1938, for said $1220.12, carrying endorsement over to the Clerk of the Circuit Court of Fairfax County, to be collected and deposited to the credit of the Circuit Court of the aforesaid County for distribution and payment to those to whom the Court may determine to be en-

titled in the distribution thereof, and it being stated in said Bill of Complaint that there is outstanding against the complainant an execution on judgment and sundry proceedings in garnishment issued on behalf of those claiming said fund or an interest therein; and that, moreover, the defendant, L. Louise Carpenter, has heretofore sought, and is now seeking, the sale of sundry securities held by the Treasurer of Virginia belonging to the complainant, such course being pursued in an effort to collect the amount of the aforementioned judgment against the complainant notwithstanding the conflicting interests asserted as alleged in said fund, which the complainant alleges it is anxious and desirous of paying and now tenders to the Court in the manner stated, the plaintiff praying that an injunction be awarded the complainant at this time against the sundry parties asserting their respective interests in said fund mentioned and that an injunction be likewise granted it against the Treasurer of Virginia to prohibit him from proceeding to sell or molesting the securities so held belonging to the complainant, as stated, such injunction to be effective until the Circuit Court of the County of Fairfax shall have had an opportunity of passing upon the rights of the several parties, plaintiff and defendant, in this suit, in respect to the disposition or division of the proceeds of judgment so heretofore awarded against the complainant as in said Bill stated, the Court having maturely considered the allegations of the Bill and read and considered the Bill and Exhibits this day presented to it, and being of opinion that the relief prayed for therein in respect to the granting of injunctions against said parties is proper, the Court doth, accordingly, adjudge, order and decree, that the

said Edwin B. Jones, Treasurer of Virginia, be, and he is hereby, restrained from proceeding to sell or offer for sale securities which are now held by him on behalf of the complainant for the protection of the policyholders and claimants, such as mentioned in the letter of August 17, 1938, addressed to the Aetna Insurance Company of Hartford, Conn., the same being marked "Exhibit H" filed with the Bill, but said Injunction shall stand dissolved on or after the 20th day of September, 1938, unless enlarged or dismissed by order of the Circuit Court of Fairfax County.

And an injunction is hereby likewise awarded against J. C. Seabury, Liquidator for the Federal Insurance Corporation, Receiver for the National Bank of Herndon and W. W. McGlinsky, trading as The Herndon Market, restraining them, and each of them, from proceeding further in their effort to collect against the complainant, the Aetna Insurance Company, any and all sums mentioned in the Bill of Complaint, the collection of which being sought against said complainant on account of alleged indebtedness due to them, respectively, by the complainant, L. Louise Carpenter.

This injunction, however, shall likewise stand dissolved on or after September 20, 1938, unless enlarged or dismissed by order of the aforementioned court.

And the Court will further remand the papers in this cause to the Clerk that Rules may be had and proceeded with in accordance with law.

The foregoing injunctions so awarded shall not be effective, however, until the complainant, or someone for it, enters into bond before the Clerk of Fairfax County, Virginia, in the penalty of $300.00 conditioned to pay any balance

if any, as may be found by the Court to be due the defendant L. Louise Carpenter, or other defendants, in excess of the sum of $1220.12 aforementioned, and such costs as may be awarded against the complainant herein.

To the Clerk of Circuit Court of Fairfax County.

Enter this injunction

Willis D. Miller
Judge of Law & Equity
Court of the City of Richmond, Va.
August 27th, 1938

A copy Teste JOHN M. WHALEN, CLERK,

BY _____ Deputy Clerk

I hereby certify that the bond required in the above order was executed August 29, 1938 by Hugh B. Marsh, Attorney for the Complainant, with Hartford Accident and Indemnity Company, by R. D. Grahame its Attorney in Fact, the approved surety

Teste

JOHN M. WHALEN, CLERK

BY _____ Deputy Clerk

if any, as may be found by the Court to be due the defendant L. Louise Carpenter, or other defendants, in excess of the sum of $1220.12 aforementioned, and such costs as may be awarded against the complainant herein.

To the Clerk of Circuit Court of Fairfax County.

Enter this injunction

Willis D. Miller

Judge of Law & Equity Court of the City of Richmond, Va. August 27th, 1938

A Copy Teste: JOHN M. WHALEN, CLERK,

BY _____ Deputy Clerk

I hereby certify that the bond required in the above order was executed August 29, 1938 by Hugh B. Marsh, Attorney for the complainant, with Hartford Accident and Indemnity Company, by B. B. Grain its Attorney in Fact, the approved surety

Teste

JOHN M. WHALEN, CLERK

BY _____ Deputy Clerk

8/29/38 Pending 3

VIRGINIA:

IN THE CIRCUIT COURT OF THE
COUNTY OF FAIRFAX.

Aetna Insurance Company,
a corporation,

v.) DECREE

L. Louise Carpenter, et als.

We ask for the entry
of this order.
Alex H. Sands,
Sheffel & Sheffel
Counsel for Pltf.

LAW OFFICES OF
ALEXANDER H. SANDS
AMERICAN BANK BUILDING
RICHMOND, VIRGINIA

Entered in 1937 Chancery Order
Book Page 318 & Et

IN THE CIRCUIT COURT FOR FAIRFAX COUNTY, VIRGINIA.

AETNA INSURANCE COMPANY, a corporation, Complainant v. L. LOUISE CARPENTER, J. C. SEABURY, Liquidator for Federal Insurance Corporation, Receiver for The National Bank of Herndon; WILBUR C. HALL, Trustee; JOSEPH ANDERSON; PAUL T. POWELL; W. W. McGLINCY, trading as The Herndon Market and EDWIN B. JONES, Treasurer of Virginia, Defendants.	IN CHANCERY. DECREE SEPTEMBER TERM, 1938.

This cause came on this day to be heard upon the bill of complaint and papers formerly filed and read and it appearing to the Court that this chancery cause has been set for hearing, before this Court, on Thursday, October 6th, 1938, whereupon, upon argument of counsel, the Court doth now adjudge, order and decree that the temporary injunction, originally granted in this matter, until the 20th day of September, 1938, by decree heretofore entered in this cause, be, and the same now hereby is continued in full force and effect until the 10th day of October, 1938, and the Court doth further adjudge, order and decree that the bond, required to be given by the complainant in the original decree entered in this cause, and which said bond was regularly and duly executed by the complainant, be, and the same now hereby is continued in full force and virtue until the 10th day of October, 1938.

And this cause is continued.

9/19/38 Pending #3

IN THE CIRCUIT COURT FOR
FAIRFAX COUNTY, VIRGINIA.

AETNA INSURANCE COMPANY, a corporation,

Complainant

v.

L. Louise Carpenter, J. C. Seabury, Liquidator for Federal Insurance Corporation, Receiver for The National Bank of Herndon; Wilbur C. Hall, Trustee; Joseph Anderson; Paul T. Powell; W. W. McClincy, trading as The Herndon Market, and Edwin B. Jones, Treasurer of Virginia,

Defendants.

In Chancery. Decree, September Term, 1938.

Enter!

W. T. M.

Judge

✓

Entered in 1937 Chancery Order Book Page 339 and Ct.

DEJARNETTE & DEJARNETTE
ATTORNEYS AT LAW
ORANGE, VIRGINIA September 20, 1938

Clerk of the Circuit Court of Fairfax
Fairfax, Virginia

Dear Sir: Re: L. Louise Carpenter

I herewith enclose answer of L. Louise Carpenter.

Yours very truly,

E. M. DeJarnette, Jr.

FORM CO 1—15C-1-27-36

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

To the Sheriff of ~~FAIRFAX~~ ORANGE County, —*Greeting:*

You are hereby commanded to summon

ROBERT L. A. REID

and

M. W. GOODING

to appear before our CIRCUIT COURT of Fairfax County, at the Court-house of said County, on the 3rd day of FEBRUARY, 1937, to-wit: WEDNESDAY at 10 o'clock, A.M., to testify and the truth to speak on behalf of the PLAINTIFF in a certain matter of controversy depending and undetermined in said Court between

L. LOUISE CARPENTER

Plaintiff, and AETNA INSURANCE COMPANY

Defendant, and this he shall in no wise omit, under penalty of £100. And have then and there this writ.

Witness, JOHN M. WHALEN, Clerk of our said Court, at the Court-house aforesaid, the 25th day of JANUARY, 1937, and the 161st year of the Commonwealth.

JOHN M. WHALEN, CLERK,

By Thomas P. Chapman, Jr.

Deputy Clerk.

IN THE CIRCUIT COURT OF THE
COUNTY OF FAIRFAX, VIRGINIA

---oOo---

L. LOUISE CARPENTER

versus

AETNA INSURANCE COMPANY

At Law #1571

SUBPOENAS
for
WITNESSES for PLAINTIFF
to
WEDNESDAY, FEBRUARY 3, 1937

I hereby accept
legal service
of this Summons
[illegible]

AT Law #1571

FORM CO 1—35C-1-27-36

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

To the Sheriff of ~~Fairfax~~ ORANGE County, —*Greeting:*

You are hereby comma[illegible]o summon

M. W. GOODING

to appear before our CIRCUIT COURT of Fairfax County, at the Court-house of said County, on the 3rd day of FEBRUARY, 1937, to-wit: WEDNESDAY at 10 o'clock, A.M., to testify and the truth to speak on behalf of the PLAINTIFF in a certain matter of controversy depending and undetermined in said Court between

L. LOUISE CARPENTER

Plaintiff, and AETNA INSURANCE COMPANY

Defendant, and this he shall in no wise omit, under penalty of £100. And have then and there this writ.

Witness, JOHN M. WHALEN, Clerk of our said Court, at the Court-house aforesaid, the 25th day of JANUARY, 1937, and the 161st year of the Commonwealth.

JOHN M. WHALEN, CLERK,

By Thomas J. Chapman Jr., Clerk.

Deputy Clerk.