1463 1463

IN THE CIRCUIT COURT OF THE
COUNTY OF FAIRFAX, VIRGINIA

-oOo-

I. Louise Carpenter

Plaintiff ,

FINAL

vs.

AT LAW

No. 1463

Aetna Insurance Co.

Hartford, Conn

Defendant ,

Motion for Judgment

(Kind of Action)

Transcript of Record
~~Picture~~ Exhibits

Filed in Chancery

File H

TO THE AETNA INSURANCE COMPANY, A corporation,
Hartford, Connecticut:

You are hereby notified that I shall move the Circuit Court of Fairfax County on Thursday, January 30th, 1936, for a judgment against you for the sum of fifteen hundred dollars, ($1500.00), with interest from May 27-1935 which said sum is due by you to me by reason of following facts and circumstances:

That on December 31st, 1934, you issued to me a certain fire insurance policy No. 1365, for $500.00, insuring my household and kitchen effects in my two story frame building on the southside of Wiehle Road, ½ mile west of Herndon, Virginia, for one year beginning January 1st, 1935, and ending January 1st, 1936, and on the same date did insure my dwelling house on said land for the sum of $1000.00 against loss by fire for a period of one year beginning January 1st, 1935, and ending January 1st, 1936. That I have kept all of the provisions of said insurance policies and have violated none of the provisions of said insurance policies. The furniture located in my said dwelling house was on May 26, 1935, worth the sum of to-wit: $800.00 and my said dwelling house was worth on said date the sum of to-wit: $1500.00. While my said furniture and dwelling house were so insured by you against loss by fire, all of my said furniture in said dwelling house of the value of $800.00 and my said dwelling house of the value of $1500.00 were totally destroyed by fire at 1:00 a.m. on the morning of May 27th, 1935, and that by reason of said destruction of my said property by fire I am entitled to recover of and from you the sum of $500.00 for the loss of my furniture and $1000.00 for the loss of my said dwelling house with interest from May 27, 1935. That the said insurance policies were issued for valuable consideration of $11.35 which I paid to your agent, Robert D. Graham, on December 31, 1934. I am

LAW OFFICE
E. H. DEJARNETTE, JR.
ORANGE, VA.

suing for the loss of my said furniture, all of which said recovery will belong to me, and the insurance on my said dwelling house of $1000.00 which is held by Wilber C. Hall of Leesburg, Virginia, as collateral security for my bond for approximately $500.00 secured by deed of trust on my real estate, due to Mr. Joe Anderson, the said Mr. Joe Anderson will have the election of collecting his said sum of $500.00 with interest if he so desires out of any recovery on said insurance policy when judgment is entered and recovered; and this suit is brought for myself, L. Louise Carpenter and Mr. Joe Anderson as above setforth. The insurance policy on the dwelling house is in the physical possession of Mr. Wilber C. Hall as above setforth and is believed to be numbered 1364, but your movant moves for judgment on said policy whether same is numbered 1364 or some other number.

L. Louise Carpenter

by E H DeJarnette Jr.

LAW OFFICE
E. H. DEJARNETTE, JR.
ORANGE, VA.

No Original

1463

January 11 1936

Notice of Motion for Judgment

Pita Saunders

a The Aetna Insurance Company
Corporation

Hartford Conn

Pita Saunders

509

John G Saunders

By

Executed in the City of Richmond, Va.

by delivering in duplicate a copy of which

Commonwealth of Virginia

Secretary of the Commonwealth

Statutory Agent

Deputy Sergeant

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia,

January 13th 1936

This Notice of Motion for Judgment returnable to January 30th 36

with Proof of service thereon endorsed, is received and filed.

Teste:

Thomas B. Chapman Jr.

Deputy Clerk of

Teste of some Civil Number.

Move the above entitled Court for judgment against the above named defendant for the sum of $2000.00 with interest thereon from the 11th day of January 1936 until paid and the costs of this motion expended.

Pita Saunders

Plaintiff

Executed in the City of Richmond, Va.

by delivering in duplicate a copy of which

Commonwealth of Virginia

Secretary of the Commonwealth

Statutory Agent

Deputy Sergeant

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX.

L. LOUISE CARPENTER and
WILBUR C. HALL, Trustee or
Mortgagee as his interest
may appear,

vs.

AETNA INSURANCE COMPANY, a
corporation, Hartford, Conn.

GROUNDS OF DEFENSE.

The defendant, Aetna Insurance Company, a corporation, Hartford, Connecticut, relies upon the following grounds of defense and says that the plaintiff, L. Louise Carpenter, is not entitled to recover in this suit the amount therein claimed by her, or any portion thereof, because:

1.

The fire which occasioned the loss alleged to have been suffered by the plaintiff in the notice of motion, upon which this suit is instituted, was not accidental, but such was caused by or with the connivance of the assured.

2.

The said fire which caused the alleged loss so suffered on the part of the insured was started and brought into existence by the plaintiff herself with the purpose and intent to defraud the defendant herein.

3.

That the plaintiff failed to comply with

sundry provisions, terms and provisions of the two policies in said notice of motion mentioned, particularly in that she had failed to file adequate and sufficient proofs of loss as in said policies are required.

4.

That if said plaintiff is entitled to any recovery, which this defendant expressly denies, that the amount of such recovery is and should be limited to the actual loss sustained as a consequence of the fire in the notice of motion mentioned, and that such loss so sustained does not amount to the sum so claimed by said plaintiff in her notice and/or amended notice of motion filed in this case; and

5.

As to the plaintiff, Wilbur C. Hall, designated in said amended notice of motion as trustee or mortgagee, as his interest may appear, the defendant, for defense to this plaintiff's claim, will rely upon the failure of the defendant to file proper and legal proofs of loss, if such has not been waived on the part of said defendant, that the amount of which liability to such defendant is not the amount claimed in the notice of motion and/or amended notice of motion, but such sum as the evidence in this case may be determined to be the amount of loss suffered as a consequence of the fire. Moreover, said defendant will ask, if judgment be awarded in this suit against this defendant to said plaintiff, that its rights under subrogation may by proper order be protected as against the plaintiff L. Louise Carpenter.

Respectfully,

Aetna Insurance Company

By Albert H. Sands &

Wilson M. Farr & Hugh B. Hartshorne

(7) 1463

VIRGINIA:

IN THE CIRCUIT COURT OF THE
COUNTY OF FAIRFAX.

L. Louise Carpenter and
Wilbur C. Hall, Trustee or
Mortgagee as his interest
may appear,

vs.) GROUNDS OF DEFENSE.

Aetna Insurance Company, a
corporation, Hartford, Conn.

FILED in the Clerk's Office of the Circuit Court of the County of Fairfax, Virginia, this 25th day of September, 1936. - Teste:
John M. Whalen, Clerk.

ALEXANDER H. SANDS
AMERICAN NATIONAL BANK BLDG.
RICHMOND, VIRGINIA

(7) 1463

VIRGINIA:

IN THE CIRCUIT COURT OF THE
COUNTY OF FAIRFAX.

L. Louise Carpenter and
Wilbur C. Hall, Trustee or
Mortgagee as his interest
may appear,

vs.) GROUNDS OF DEFENSE.

Aetna Insurance Company, a
corporation, Hartford, Conn.

FILED in the Clerk's Office of the Circuit Court of the County of Fairfax, Virginia, this 25th day of September, 1936. - Teste:
John M. Whalen, Clerk.

ALEXANDER H. SANDS
AMERICAN NATIONAL BANK BLDG.
RICHMOND, VIRGINIA

INSTRUCTION NO. 4

The Court instructs the jury that if they believe from the evidence that the plaintiff, L. Louise Carpenter, herself, or acting through her daughter, Mary Carpenter, was instrumental in causing the fire which destroyed the property alleged in the notice of motion to have been destroyed on the 27th day of April, 1935, the plaintiff, L. Louise Carpenter, would not be entitled to recover in this action.

But the Court tells the jury that such act directly or indirectly on the part of L. Louise Carpenter would not disentitle the plaintiff, Wilbur C. Hall, to recover ~~such sum, if any, he might be entitled to recover under the evidence in this case as trustee for Joseph Anderson.~~ Two Hundred Dollars, with interest from February 19th, 1935.

INSTRUCTION NO. 6

The Court instructs the jury that if they believe from the evidence in this case that the burning of the property referred to in the notice of motion was the result of a conspiracy between the plaintiff, L. Louise Carpenter, and her daughter, Mary Carpenter, that the act of one or either of said parties would preclude the plaintiff, L. Louise Carpenter, from the right of recovery in this case.

INSTRUCTION NO. 16,

The Court instructs the jury that in considering the evidence in this case statements made by L. Louise Carpenter and Mary Carpenter or either of them, may be considered by the jury in reaching a determination as to whether or not the fire was occasioned by the deliberate act of said parties or either of them, if the jury believe from the evidence that a conspiracy existed.

INSTRUCTION NO. 2.

if they should find for the plaintiff

The Court instructs the jury ~~that~~ they should not consider any evidence introduced in this case in respect to the fire mentioned of January 12th, 1936, which it is alleged in the notice of motion destroyed a barn insured under one of the policies of insurance introduced in evidence in this case, as such fire, or any claim that might be asserted against the defendant for property destroyed thereby is not a matter of dispute or involved in any way in this case.

Refused

2/3/39

INSTRUCTION NO. 5 "S"

The Court instructs the jury that if they believe from the evidence that L. Louise Carpenter was not at home at the time of the fire but that she had left the building alleged to have been destroyed by fire in the care and control of her daughter, Mary Carpenter, and that the said Mary Carpenter deliberately set fire to the property burned, or any portion thereof, her action would preclude the said plaintiff, L. Louise Carpenter, from any right of recovery in this case, and the jury should find against the said L. Louise Carpenter, and this would be true even though the jury may believe from the evidence that the plaintiff, L. Louise Carpenter, had given no instructions in respect to said fire and was not present when the same was ignited.

WIRGINIA:

IN THE CIRCUIT COURT OF COUNTY OF FAIRFAX:

L. LOUISE CARPENTER

v

AETNA INSURANCE COMPANY, a cor poration
Hartford, Conn.

The plaintiff, L. Louise Carpenter for amendment to her notice of motion filed in this case comes and says that when her original declaration was filed that she did not then have in her possession the policy No. 1364, insuring her dwelling house for $1,000.00 on January 1, 1936, and at that time she did not know all of the terms of said policy and that there was a mortgagee clause providing loss or damage, if any, under the building xx items of his policy shall be payable to Wilbur C. Hall, mortgagee or truste as his interest may appear, subject to the conditions of the mortgagee clause herein; therefore, she asks that the said Wilbur C. Hall be united as co-plaintiff in this notice of motion as to the said $1,000.00 insurance on her said dwelling house more particularly described in her original notice of motion, and that any recovery for this said dwelling house be recovered by Wilbur C. Hall, Trustee or mortgagee, as his interest may appear and she petitions that this paper be treated as a supplemental and amendment to her original motion for judgment filed in this case.

and she here files as a part of this amended and supplemental motion the said original insurance policies no. 1365 and no. 1364 and states that demand has been made by the said plaintiff for the payment of all of the money demanded in the original notice of motion before the filing of same and starting of this suit and payment refused. That the said insurance was in full force and effect at the date of the said fire and loss. That this action is brought on the two said contracts of insurance.

Respectfully submitted,

L. Louise Carpenter

E. D. DeJarnette Jr.

Wilbur C. Hall Trustee as his interest may appear by E. D. DeJarnette Jr. atty

LAW OFFICES
DeJARNETTE & DeJARNETTE
ORANGE, VIRGINIA

~~Ex 2~~ Ex 1-a

Claim No. _____

PROOF OF LOSS.

L. Lonie Carpenter

Of Herndon Va.

Policy No. 1364

Amount of Policy, - $1000.00

Assured L. Lonie Carpenter

Agency Robert D. Graham
~~Fairfax Va.~~

Date of Fire, 2 a.m. April 27 1935

Proof Received, _____ 19__

Amount Claimed, - - $1000.00

Amount Allowed, - - $_____

Less Discount, - - - $_____

Amount Paid, - - - $_____

Rough Notes
INDIANAPOLIS

RECEIVED
JUN 11 1935
3 Ans'd

ADJUSTER'S CERTIFICATE.

This is to certify that I have carefully examined the detailed evidence of loss sustained by the insured named herein, and I hereby recommend that the sum of _____ Dollars be the basis of settlement, and that the Insurance Company named herein pay the insured the sum of _____ Dollars.

_____ Adjuster.

Dated _____ 19__

N. B.—ADJUSTERS should make their memoranda or notations on a separate sheet, to accompany Proofs of Loss, and not on this blank.

MEMORANDA.

RECEIVED
JUN 17 1935

Form 1003 Rough Notes INDIANAPOLIS © 1886

Policy No. 1364

Renewal No.

PROOF OF LOSS

Amount of Policy, $1000.00

Aetna Insurance Co. of Hartford Conn.

c/o Of Fire Companies Adjustment Bureau Inc. 1511 K St. N.W. Washington D.C.

By Your Policy of Insurance No. 1364, issued at your Fairfax Agency, dated the 31 day of Jany, 1935, and expiring the 31 day of Jany, 1936 at 12 o'clock noon, you insured L. Louise Carpenter against loss or damage by fire, to the amount of One Thousand Dollars, according to the terms and conditions printed therein; the written portion and all endorsements, transfers and assignments being as follows: $1000.00 on 7 rome Two Story dwelling house on South Side of Wiehle Road, ½ mile west of Herndon Va.

Policy also caried $400 on barn not burned

$50 hen house not burned

$50 meat house not burned but damaged

Schedule "B" attached hereto, contains a complete list of all Policies held by me at the time of the fire, covering on property herein described. Full copies of the written portions thereof will be furnished on demand.

The property described in said policy belonged, at the time of the fire hereinafter mentioned, to L. Louise Carpenter and no other person or persons had any interest therein, except as mentioned below.

If the loss is on building, state whether Real Estate is owned in *fee simple or held on lease* Fee Simple

State the nature and amount of incumbrance at time of the fire. $686.00 Secured by deed of trust to Joseph Anderson and Paul T. Powell

The building described, or containing the property described in said policy, was occupied at the time of the fire as follows: First floor Kitchen, Bed room and well room on cement foundation one closet all lathed and Plastered - dressed & Painted by L. Louise Carpenter and Children Second floor One Room and closet being actually occupied by her Third floor Fourth floor Fifth floor and for no other purpose whatever.

A fire occurred on the 1 or 2 day of April 27, 1935, about the hour of 2 o'clock A. M., by which the property described by said policy and situate as therein named was destroyed or damaged, as hereinafter set forth in detail, said fire originating as follows: fire from outside back side of residence

The **actual cash value** of each specific subject thus situated and described by the aforesaid policy at the time of loss, and the **actual loss** and **damage** by said fire to the same, as shown by annexed schedule, and for which **claim is hereby made,** were as follows:

	Sound Value	Total Loss	Total Insurance	Amount named in this Policy	Claimed under this Policy
1st Item of Policy,	$1500.00	1500	$1000.00	1000.00	1000.00
2d Item of Policy,					
3d Item of Policy,					
4th Item of Policy,					
5th Item of Policy,					
Total,					
Total Amount claimed of this Company under above named Policy,					$1000.00

(For a detailed statement of value and loss, see schedule herewith, which is made a part of this Proof of Loss.)

At the time said insurance was effected, the property described by said policy belonged to L. Louise Carpenter, and the said fire did **not** originate by any act, design or procurement on the part of the assured, or this affiant, or in consequence of any fraud or evil practice done or suffered by said assured, this affiant; nothing has been done by or with the assured's or this affiant's privity or consent to violate the conditions of the policy, or render it void; no articles are mentioned herein but such as were in the building damaged or destroyed, and belonging to, and in possession of, the said assured at the time of said fire; no property saved has been in any manner concealed, and no attempt to deceive the said Company, as to the extent of said loss, has in any manner been made.

Any other information that may be required will be furnished on call, and considered a portion of these proofs.

It is expressly stipulated that there has been no waiver of any of the rights or defenses of this Company by the furnishing of this "Proof of Loss" blank to the assured, or making up of proofs by an adjuster, or any agent of the Company or Companies named herein, or in any other way whatever.

WITNESS my hand at Fairfax, this 20 day of May, 1935

L. Louise Carpenter

Assured.

STATE OF VA. }
COUNTY OF Fairfax } ss.

May 20, 1935

Personally Appeared L. Louise Carpenter signer of the foregoing statement, who made solemn oath to the truth of the same, and that no material fact is withheld that the said Company should be advised of.

Subscribed and sworn to before me, the day and date above written.

Irene Lester [SEAL]

Notary Public

My com. expires Dec. 29, 1935

(NOTE.—This certificate should not be acknowledged before an agent of this Company acting as an officer of a Court, Justice of the Peace or Notary Public.)

STATE OF Va.
COUNTY OF Fairfax } ss.

A. T. Shirley, residing in Herndon Va., most contiguous to the property hereinbefore described, hereby certify that I am **not** concerned in the loss or claim above set forth, either as a creditor or otherwise, or related to the assured or sufferers; that I have examined the circumstances attending the fire, or damage as alleged, and that I am well acquainted with the character and circumstances of the assured, and do verily believe that the assured has by misfortune, and without fraud or evil practice, sustained loss and damage on the property insured to the amount of $1350.00 DOLLARS.

for the last year and have never heard anything against her before this fire, I have only known her for the last year

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 20 day of May, A. D., 1935

A. T. Shirley

SCHEDULE "A"—STATEMENT OF LOSS.

Put nothing here except what assured actually agrees to and signs. All other statements and reports should be separate from proofs.

Total loss of Dwelling house
1st Floor Bed room, Kitchen, well Room,
Hall and Stairway, Front Porch entire
Front of Dwelling, Screened, ~~Front~~ Back
Porch full length of house rear.
One closet down Stairs and one
room and one closet up Stairs
Whole house Lathed and Plastered and
outside dressed and Painted

SCHEDULE "B" OF INSURANCE AND APPORTIONMENT OF CLAIM.

No. of Policy	Date of Expiration of Policy	NAME OF COMPANY	When one item, fill this column only		1st Item, $_____		2nd Item, $_____		3rd Item, $_____		4th Item, $_____		5th Item, $_____	
			Amount of Policy.	Total Claim.	Amount Insures.	Amount Claimed.	Amount Insures.	Amount Claimed.	Amount Insures.	Amount Claimed.	Amount Insures.	Amount Claimed.	Amount Insures.	Amount Claimed.
		Aetna Insurance Co, of Hartford Conn.	$1000.00	$1000.00										
		TOTALS,	$1000.00	$1000.00										

No. 1365

ÆTNA INSURANCE COMPANY

STOCK COMPANY

HARTFORD, CONN.

INCORPORATED IN 1819

Amount $ 500.00 **Rate** 45¢ **Premium $** 2.25

In Consideration of the Stipulations herein named and of ----------Two and 25/100----------Dollars Premium

does insure Mrs. L. Louise Carpenter and legal representatives, to the extent of the actual cash value (ascertained with proper deductions for depreciation) of the property at the time of loss or damage, but not exceeding the amount which it would cost to repair or replace the same with material of like kind and quality within a reasonable time after such loss or damage, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair and without compensation for loss resulting from interruption of business or manufacture, for the term of one year

from the thirty-first day of January, 1935, at noon,

to the thirty-first day of January, 1936, at noon,

against all DIRECT LOSS AND DAMAGE BY FIRE and by removal from premises endangered by fire, except as herein provided, to an amount not exceeding Five Hundred---------- Dollars, to the following described property while located and contained as described herein, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from fire, but not elsewhere, to-wit:

on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

The Company reserves the right to cancel this policy at any time as provided by its terms, but, in such case this policy shall continue in force for the benefit only of the Mortgagee (or Trustee) for ten days after notice to the Mortgagee (or Trustee) of such cancellation, and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

In case of any other insurance upon the within described property, this Company shall not be liable under this policy for a greater proportion of any loss or damage sustained than the sum hereby insured bears to the whole amount of insurance on said property, issued to or held by any party or parties having an insurable interest therein, whether as owner, Mortgagee or otherwise.

Whenever this Company shall pay the Mortgagee (or Trustee) any sum for loss or damage under this policy and shall claim that, as to the Mortgagor or owners, no liability therefor existed, this Company shall to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may at its option pay to the Mortgagee (or Trustee) the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the Mortgagee (or Trustee) to recover the full amount of his (her, their or its) claim.

This policy is made and accepted subject to the foregoing stipulations and conditions, and to the stipulations and conditions printed on the back hereof, which are hereby made a part of this policy, together with such other provisions, stipulations and conditions as may be endorsed hereon or added hereto as herein provided.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid until countersigned by the duly authorized Officer or Agent of the Company at

FAIRFAX, VIRGINIA

Frank F. Bush
Secretary

W. Russell McCain
President

Countersigned at Fairfax, Va.,

this 21st *day of* December, 1934

Robert Taylor
Agent

Form No. 127V.
Virginia
(Revised 7-33)

DWELLING—With Three-Fourths Value Clause

(For Fourth Class, Suburban and Country)

1. $ nil On the two story frame building with metal roof as hereinafter described, occupied by owner (Owner or Tenant) as a Dwelling House and situated on the south side of Wiehle Road, ½ mile west of Herndon, Va.

2. $ 500.00 On Household and Personal Effects, as hereinafter described, while contained in the above described dwelling.

3. $ nil On the building with roof and its additions including foundations and all permanent fixtures, situated on the above described premises and occupied as a private garage

4. $ nil On

No insurance attaches under any of the foregoing items unless a certain amount is specified and inserted in the blank space set opposite the item and then that amount shall attach only on that item.

Total insurance permitted, warranted concurrent herewith, including this policy, as follows:

$ on item 1; $ on item 2; $ on item 3; $ on item 4.

It is understood and agreed that no insurance is permitted in addition to this policy unless the total insurance, including this policy, is entered in paragraph above.

Mortgagee Form—Loss or damage, if any, under the building items of this policy shall be held payable to

Mortgagee (or Trustee) as interest may appear, subject to the conditions of the mortgagee clause herein.

Automobile Permit (This permit is void unless number of machines and location are given)—Permission is hereby granted to keep not exceeding three automobiles using gasoline or other inflammable liquids for fuel in the above described garage

It is understood and agreed that the housing of gasoline motor vehicles is prohibited unless specific permission is endorsed hereon and that no claim shall be made for loss or damage to any vehicle or machine, or any of its parts, unless specifically mentioned as insured under this policy.

Three-Fourths Value Rider (Applies only when the three-fourths value clause applies)—The rate on the property herein described, without a three-fourths value clause, is 15% higher than the rate at which this policy is written, and in consideration of the lower rate being used the three-fourths value clause is attached to and made a part of this policy.

Three-Fourths Value Clause (Applies to all items)—It is part of the consideration of this policy, and the basis upon which the rate of premium is fixed, that in the event of loss, this Company shall not be liable for an amount greater than three-fourths of the actual cash value of the property covered by this policy at the time of such loss, and in case of other insurance, whether policies are concurrent or not, then for only its pro rata proportion of such three-fourths value.

If this policy be divided into two or more items, the foregoing conditions shall apply to each item separately.

Dwelling House—The item covering dwelling house shall extend to cover, as part of the building, on its additions adjoining and communicating, including foundations, exterior attachments, plumbing, piping, electric wiring and stationary heating, lighting and ventilating apparatus and fixtures therein; plate and ornamental glass, frescoes, wall and ceiling decorations; and on all permanent fixtures therein or thereon belonging to and constituting a part of said building; also on awnings, window and door screens, storm doors and windows contained in or on said building or stored in other buildings on same premises. If the building is occupied by a tenant or tenants, insurance under this item shall also cover, if not otherwise insured, floor coverings, mirrors, stoves, refrigerators, cleaning apparatus, hose and other fire-extinguishing appliances, fuel, janitor's tools and implements, belonging to the insured as building landlord and constituting a part of the equipment and service of the building, while contained in or on said building.

Household and Personal Effects—The item covering household and personal effects shall extend to cover on household and personal effects of every description (printed books, musical instruments, pictures, paintings, engravings, including their frames, statuary, sculpture, works of art and objects of virtu to be valued at not exceeding cost) belonging to the insured or any member or guest of the insured's family, usual or incidental to the occupancy of the premises by the insured as a dwelling, excluding radio-sending apparatus, bills of exchange, accounts, bills, currency, deeds, evidences of debt, money, notes and securities; all while contained in said dwelling and its additions, and if not otherwise specifically insured, while stored in outhouses on same premises, but the liability of this company for loss or damage to household and personal effects in outhouses shall not exceed ten per cent of the amount of insurance under this item. This insurance shall also include the interest or liability under contract of the insured in articles, covered under this item, purchased on the installment or partial payment plan. It is understood and agreed, however, that this insurance does not cover property specifically insured, except for the excess after exhausting such specific insurance.

The conditions and provisions printed on the back of this form are hereby referred to and made a part hereof.

Attached to and made part of Policy No. 1365 of the Aetna Insurance Company, of Hartford, Conn. subject also to the conditions printed on the back hereof.

Robert D. Graham, Agent.

(CONTINUED—OVER)

Brick-On-Edge, Tile, Cement or Metal Flue Warranty—In consideration of the reduced rate at which this policy is issued, it is warranted by the insured that the building and additions thereto, described in this policy, contains no brick-on-edge, tile, terra cotta, cement, or metal flue; nor any metal smoke pipe carried through a combustible partition, floor or ceiling; and it is further warranted that no such flue and/or metal pipe shall be erected during the term of this policy. If this warranty is violated in any particular, this policy shall be null and void.

Vacancy Permit—Permission is hereby granted for the within described dwelling to become and remain vacant or unoccupied for a period of not exceeding thirty (30) days (including the period of ten days allowed in printed conditions of this policy) at any one time. It is understood and agreed that if the vacancy exceeds thirty days at any one time, permission for same must be specifically endorsed hereon, or this entire policy shall be null and void.

Alterations and Repairs Permit—Permission granted during the life of this policy to employ mechanics to make alterations, additions or repairs and this policy (so far as it applies to building) shall cover in accordance with its conditions all materials and supplies therein or therefor adjacent thereto and such alterations or additions, and (so far as it applies to contents of said building) shall extend to cover in such additions.

Builder's Risk Permit—If the buildings insured hereunder are in course of construction, this policy covers also all lumber and materials used and to be used in same, while on premises, and privilege is granted to complete.

Lightning and Electrical Apparatus Clause—This policy covers any direct loss or damage caused by lightning (meaning thereby the commonly accepted use of the term "lightning," and in no case to include loss or damage by cyclone, tornado or windstorm), not exceeding the sum insured, nor the interest of the insured in the property, and subject in all other respects to the terms and conditions of this policy, it being a condition of this contract that if dynamos, exciters, lamps, motors, switches, radio apparatus, electric automobiles, or other electrical appliances or devices are covered by this policy, this Company will not be liable for any electrical injury or disturbance, whether from artificial or natural causes, unless fire ensues, and then only for such loss or damage to them as may be caused by such ensuing fire. It is also a condition of this contract that, if there be any other insurance on said property, this Company will be liable only pro rata with such other insurance for any direct loss by lightning, whether such other insurance be against direct loss by lightning or not.

Electric Light, Heat and Power Permit—Permission is hereby given for the use of electricity in the above mentioned premises for light, and/or heat, and/or power.

Work and Materials Clause—Permission granted for such use of the premises as is usual and incidental to the occupancy as described herein, and to keep and use all articles and materials usual and incidental to such occupancy in such quantities as the exigencies of the occupancy require.

Warranties or Conditions Clause—This policy shall not be affected by failure of the insured to comply with any of the warranties or conditions endorsed hereon in any portion of the premises over which the insured has no control.

Mortgagee Clause (Applies only when name of payee is inserted in the Mortgagee Form)—Loss or damage, if any, under the building items of this policy, shall be payable to the aforementioned Mortgagee (or Trustee), as interest may appear, and this insurance, as to the interest of the Mortgagee (or Trustee) only therein, shall not be invalidated by any act or neglect of the Mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy: Provided, That in case the Mortgagor or owner shall neglect to pay any premium due under this policy, the Mortgagee (or Trustee) shall, on demand, pay the same.

Provided also, That the Mortgagee (or Trustee) shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said Mortgagee (or Trustee) and, unless permitted by this policy, it shall be noted thereon, and the Mortgagee (or Trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

The Company reserves the right to cancel this policy at any time as provided by its terms, but, in such case this policy shall continue in force for the benefit only of the Mortgagee (or Trustee) for ten days after notice to the Mortgagee (or Trustee) of such cancellation, and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

In case of any other insurance upon the within described property, this Company shall not be liable under this policy for a greater proportion of any loss or damage sustained than the sum hereby insured bears to the whole amount of insurance on said property, issued to or held by any party or parties having an insurable interest therein, whether as owner, Mortgagee or otherwise.

Whenever this Company shall pay the Mortgagee (or Trustee) any sum for loss or damage under this policy and shall claim that, as to the Mortgagor or owners, no liability therefor existed, this Company shall to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may at its option pay to the Mortgagee (or Trustee) the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the Mortgagee (or Trustee) to recover the full amount of his (her, their or its) claim.

This policy is made and accepted subject to the foregoing stipulations and conditions, and to the stipulations and conditions printed on the back hereof, which are hereby made a part of this policy, together with such other provisions, stipulations and conditions as may be endorsed hereon or added hereto as herein provided.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid until countersigned by the duly authorized Officer or Agent of the Company at

FAIRFAX, VIRGINIA

Frank F. Bush
Secretary

W. Russell Cain
President

Countersigned at Fairfax, Va.,

this 31st *day of* December, 1934

Robert Graham
Agent

A STOCK COMPANY
Standard Fire Insurance Policy of the States of Virginia, West Virginia and New York

Expires 1-31-35

Property Furniture

Amount . . . . $ 500.00

Premium . . . . $ 2.25

Mrs. L. Louise Carpenter

No. 1365

CAPITAL, $7,500,000

THE ÆTNA FIRE GROUP

MORE THAN A CENTURY OF SERVICE
ÆTNA INSURANCE CO.
HARTFORD, CONN.
INCORPORATED 1819 CHARTER PERPETUAL

ROBERT D. GRAHAM
INSURANCE & REAL ESTATE
FAIRFAX, VIRGINIA

It is important that the written portions of all policies covering the same property read exactly alike. If they do not, they should be made uniform at once.

Form H 265 Edition March, 1924

Ex #3

Ex #3

A STOCK COMPANY

Standard Fire Insurance Policy of the States of Virginia, West Virginia and New York

Expires 1-31-26

Property Furniture

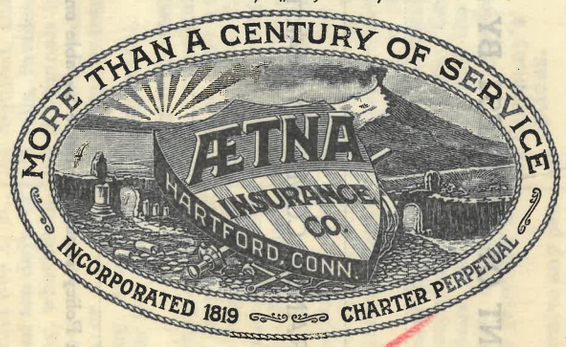
Amount . . . . $ 500.00

Premium . . . . $ 3.25

Mrs. L. Louise Carpenter

No. 1365

CAPITAL, $7,500,000



THE ÆTNA FIRE GROUP

ROBERT D. GRAHAM
INSURANCE & REAL ESTATE
FAIRFAX, VIRGINIA

It is important that the written portions of all policies covering the same property read exactly alike. If they do not, they should be made uniform at once.

Form H 265 Edition March, 1924

FILED in the Clerk's Office of the Circuit Court of the County of Fairfax, Virginia, this 1st day of April 1926. Teste: Thomas B. Gunnell Jr. Deputy Clerk.

☞ *If this Policy is cancelled, the following Receipt is to be filled up and signed by the Assured*

In Consideration of .....Dollars,

Return Premium, the receipt of which is hereby acknowledged, this Policy is cancelled and surrendered to the ÆTNA INSURANCE COMPANY, Hartford, Connecticut.

....., 19.....

.....

Assured.

#1463

WILSON M. FARR
LAW OFFICES
FAIRFAX, VIRGINIA
TELEPHONE FAIRFAX 15

HUGH B. MARSH
ASSOCIATE

November 19th, 1936

Mr. John M. Whalen, Clerk,
Circuit Court for Fairfax County,
Fairfax, Va.

Dear John:

In re: L. Louise Carpenter v. Aetna Insurance Company.

The above styled civil case is set for trial here at Fairfax, Virginia, on December 1st, 1936, at 10 o'clock, A. M.

Won't you please be so kind as to summons the following witnesses for the defendant, the Aetna Insurance Company, and hand the same to the proper officers for service thereof.

Samuel Steiner, Deputy Fire Marshall, Richmond, Va. Summons to be directed to the City Sergeant of the City of Richmond, Virginia, and handed to me.

The following witnesses are to be summoned by the sheriff of Fairfax County, Virginia.

Walter A. Farr, Herndon, Virginia.
Clarence Lee, Herndon, Virginia.
R. K. Nolley, Herndon, Virginia.
Vernon Cockrille, Deputy Sheriff, Herndon, Va.
William Andrews, Herndon, Virginia.
A. J. Patton, Herndon, Virginia.
E. A. Thompson, Herndon, Virginia.
Dalton Thompson, Herndon, Va.
H. T. Magarity, Deputy Sheriff, Fairfax, Va.
Melvin Andrews, Herndon, Virginia.
Mrs. W. W. McGlincy, Herndon, Virginia.
W. W. McGlincy, Herndon, Virginia.

2-13

2. 13

Very truly yours,

Hugh B. Marsh

hbm:hc

Issued as directed this 19th day of November, 1936.

Thomas R. Chapman, Jr.

#1463

WILSON M. FARR
LAW OFFICES
FAIRFAX, VIRGINIA
TELEPHONE FAIRFAX 15

HUGH B. MARSH
ASSOCIATE

November 19th, 1936

Mr. John M. Whalen, Clerk,
Circuit Court for Fairfax County,
Fairfax, Va.

Dear John:

In re: L. Louise Carpenter v. Aetna Insurance Company.

The above styled civil case is set for trial here at Fairfax, Virginia, on December 1st, 1936, at 10 o'clock, A. M.

Won't you please be so kind as to summons the following witnesses for the defendant, the Aetna Insurance Company, and hand the same to the proper officers for service thereof.

Samuel Steiner, Deputy Fire Marshall, Richmond, Va. Summons to be directed to the City Sergeant of the City of Richmond, Virginia, and handed to me.

The following witnesses are to be summoned by the sheriff of Fairfax County, Virginia.

Walter A. Farr, Herndon, Virginia.
Clarence Lee, Herndon, Virginia.
R. K. Nolley, Herndon, Virginia.
Vernon Cockrille, Deputy Sheriff, Herndon, Va.
William Andrews, Herndon, Virginia.
A. J. Patton, Herndon, Virginia.
E. A. Thompson, Herndon, Virginia.
Dalton Thompson, Herndon, Va.
H. T. Magarity, Deputy Sheriff, Fairfax, Va.
Melvin Andrews, Herndon, Virginia.
Mrs. W. W. McGlincy, Herndon, Virginia.
W. W. McGlincy, Herndon, Virginia.

2-13
2.13

Very truly yours,

Hugh B. Marsh

hbm:hc

Issued as directed this 19th day of November, 1936.

Thomas R. Chapman, Jr.

E. H. DeJarnette, Jr.

H. C. DeJarnette

DeJarnette & DeJarnette
ATTORNEYS AT LAW
ORANGE, VIRGINIA

November 20, 1936

#1463

Mr. John M. Whelen, Clerk
Fairfax, Virginia

Dear Sir:

I am just in receipt of word that the case of L. Louise Carpenter against Aetna Insurance Company is set for trial at Fairfax, on December 1, 1936.

Please summon the following witnesses for the plaintiff:

½ Frank Brock,	Madison County, Va.
L. R. Gillum	" " "
½ Robert L. A. Reid	Orange County "
M. W. Gooding	" " "
Edward Broyles	Culpeper " "
Bruce Carpenter, R. 1	" " "
1/9 John Carpenter	" " "
Jack Brown, R. 1,	" " "
Dan West	Culpeper, Virginia
Mildred West	" "
Carroll West	" "
C. T. Shirley,	Herndon, Virginia
Catherine Holtechaw	" "
Edward Newman	" "
John Wilkerson	" "
John Newman	" "
1/10 Charlie Newman	" "
William Newman	" "
E. E. Gillette	" "
James W. Kridley	" "
R. D. Graham	" "
1/1 Rev. L. M. Carroll	Warrenton, Virginia

Please send me the summons for the witnesses that live in Madison, Orange, and Culpeper County and I will either have them served or get these witnesses to accept process. The other witnesses I want summoned by an officer.

5/22 #400

Yours very truly,

E. H. DeJarnette, Jr.
By Ann Pickard

EHDJ:AL

E. H. DeJarnette, Jr.,

Issued as directed this 23rd day of November, 1936.

WILSON M. FARR
LAW OFFICES
FAIRFAX, VIRGINIA
TELEPHONE FAIRFAX 15

HUGH B. MARSH
ASSOCIATE

January 19th, 1937

#1463

Mr. John M. Whalen, Clerk,
Circuit Court for Fairfax County,
Fairfax, Va.

Dear John:

In re: L. Louise Carpenter v. Aetna Insurance Company

The above styled civil case is set for trial here at Fairfax, Virginia, on Wednesday, February 3rd, 1937, at 10 o'clock, A. M.

Won't you please be so kind as to summons the following witnesses for the defendant, the Aetna Insurance Company, and hand the same to the proper officers for service thereof.

Del. to. H.B.M.(H.C.) 1/19/37

Samuel Steiner, Deputy Fire Marshall, Richmond, Virginia. Summons to be directed to the City Sergeant of the City of Richmond, Va., and handed to me.

Mailed 1/20/37

Joseph F. Anderson, Sterling, Virginia. Summons to be directed to the sheriff of Loudoun County and mailed direct to him.

4/17

Mailed 1/20/37

Mary L. Carpenter, 1021 S. 9th Street, Arlington, Virginia. Summons to be directed to the sheriff of Arlington County and mailed direct to him.

The following witnesses are to be summoned by the sheriff of Fairfax County, Virginia.

Walter A. Farr, Herndon, Va.
Clarence Lee, Herndon, Va.
Del. to. E. R. K. 1/20/37
R. K. Nalley, Herndon, Va.
Vernon Cockrille, Deputy Sheriff, Herndon, Va.
William Andrews, Herndon, Va.
A. J. Patton, Herndon, Va.
E. A. Thompson, Herndon, Va.
Dalton Thompson, Herndon, Va.
H. T. Magarity, Deputy Sheriff, Fairfax County, Va.
Melvin Andrews, Herndon, Va.
Mrs. W. W. McGlincy, Herndon, Va.
Guy McGlincy, Herndon, Va.
W. W. McGlincy, Herndon, Va.
Harold Hanes, Herndon, Va.

Issued as directed this 19th day of January, 1937.
John M. Whalen, Clerk

Very truly yours,
Hugh B. Marsh

hbm/hc

January 20, 1937.

Mr. Howard B. Fields,
Sheriff,
Arlington, Virginia.

Dear Mr. Fields:

Enclosed herewith you will find original and copy of subpoena in the pending law action, Carpenter versus Aetna Insurance Company, to be served in your bailiwick. Hugh B. Marsh, Attorney, Fairfax, Virginia, requested the summoning of this witness but did not include your fee for serving the subpoena.

I am confident, however, that if you will communicate with Mr. Marsh direct, he will send your fee immediately.

Very truly yours,

JOHN M. WHALEN, Clerk,

By

Deputy Clerk.

TPC:SSS
Enclosures.

#1463

February 1, 1937.

Mr. Howard B. Fields, Sheriff,
Arlington, Virginia.

Dear Mr. Fields:

Enclosed herewith you will find subpoena and copy to be served on Charlie Newman who is supposed to be in your bailiwick.

Mr. E. H. De Jarnette, Jr., of Orange, who represents the Plaintiff in this case did not make a deposit covering costs of service for this; but I presume that if you get in touch with him, he will pay you immediately.

Very truly yours,

JOHN M. WHALEN, Clerk,

By

Deputy Clerk.

TPC:SSS
Enclosures.

E. H. DeJARNETTE, JR.

H. C. DeJARNETTE

DeJARNETTE & DeJARNETTE
ATTORNEYS AT LAW
ORANGE, VIRGINIA

January 23, 1937

Mr. John M. Whelen, Clerk
Fairfax, Virginia

Dear Sir:

I am just in receipt of word that the case of L. Louise Carpenter against Aetna Insurance Company is set for trial at Fairfax, on February 3, 1937.

Please summon the following witnesses for the plaintiff:

Frank Brock	Madison County, Va.
L. R. Gillum	" " "
Robert L. A. Reid	Orange " "
M. W. Gooding	" " "
Edward Broyles	Culpeper " "
Bruce Carpenter, R. 1	" " "
John Carpenter	" " "
Jack Brown, R. 1	" " "
Dan West	Culpeper, Virginia
Mildred West	" "
Carroll West	" "
A. T. Shirley	Herndon, Virginia
Catherine Holtzclaw	" "
Edward Newman	" "
John Wilkerson	" "
John Newmanson	" "
Charlie Newman	" "
William Newman	" "
E. R. Gillette	" "
James W. Kridley	" "
R. D. Graham	" "
Rev. L. M. Carroll	Warrenton, Virginia
~~Anna V. Carpenter~~	Herndon, Virginia
Harry A. Carpenter	" "
Raymond Holtzclaw	" "
Hattie Carpenter	

Please send me the summons for the witnesses that live in Madison, Orange, and Culpeper County and I will either have them served or get these witnesses to accept process. The other witnesses I want summoned by an officer.

26 copies
5 mp

Yours very truly,
E. H. DeJarnette, Jr.
By A.L.

EHDJ:AL

E. H. DeJarnette, Jr.,

Issued as dated
Thomas L. Chapman, Jr.
January 25, 1937.

January 25, 1937.

Mr. E. H. DeJarnette,
Attorney at Law,
Orange, Virginia.

Dear Mr. DeJarnette:

Enclosed herewith you will find subpoenas to be served in Madison, Orange, Culpeper, and Fauquier Counties, according to your letter of January 23, 1937.

I have turned the other subpoenas for Fairfax County over to the Sheriff of Fairfax County for service.

Very truly yours,

JOHN M. WHALEN, Clerk,

By

Deputy Clerk.

TPC:SSS
Enclosures.
(4 originals and 12 copies)

AT LAW
1571

130
5
6.50

2.25
4.50
2.25
5.50
2.25
2.25
5.50
.75
.75
.75
2.25
3.50

ans. .75

London .75

Culpeper .75

Sp. Richmond .75
3.00

FORM CO 1—15C-1-27-36

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

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

You are hereby commanded to summon

WALTER A. FARR, CLARENCE LEE, R. K. NALLEY, VERNON COCKRILLE, WILLIAM ANDREWS, A. J. PATTON, E. A. THOMPSON, DALTON THOMPSON, H. T. MAGARITY, MELVIN ANDREWS, MRS. W. W. McGLINCY, GUY McGLINCY, W. W. McGLINCY, and HAROLD HANES.

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 DEFENDANT in a certain matter of controversy depending and undetermined in said Court between

L. LOUISE CARPENTER

Plaintiff, and AETNA INSURANCE COMPANY

Defendant, and this they 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 19th day of JANUARY, 1937, and the 161st year of the Commonwealth.

JOHN M. WHALEN, Clerk,

By _____ Deputy Clerk.

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

°°°o|o°°°

L. LOUISE CARPENTER

versus

AETNA INSURANCE CO.

At Law
#1571

SUBPOENAS
for
WITNESSES for DEFENDANT
to
WEDNESDAY, FEBRUARY 3, 1937.

Executed Jan 22
1937 in the county of
Fairfax State of Va.
by summoning —
Walter A. Darr
Clarence Lee
Wm. Andrew
A. J. Patton
E A Thompson
Walter Thompson
Mrs W. W. McGlincy
W. W. McGlincy
and Guy McGlincy

Melvin Andrews
and
R. K. Nalley not
found in My Bailiwick

E P Kirby Sheriff
by E. C. Corkerelle
Deputy Sheriff

FORM CO 1—15C-1-27-36

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

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

You are hereby commanded to summon

MARY L. CARPENTER,
1021 S. 9th Street,
Arlington, Virginia,

Posted

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 DEFENDANT 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 19th day of JANUARY, 1937, and the 161st year of the Commonwealth.

JOHN M. WHALEN, Clerk,

By Thomas P. Chapman ~~Clerk~~

Deputy Clerk.

Not finding Mary L. Carpenter at her usual place of abode in Arlington County,Virginia on the 2Ist day of January,I937 and no member of the family of Mary L.Carpenter over the age of I6 years being found at the usual place of abode of Mary L Carpenterin Arlington County Virginia on the said 2Ist day of January,I937 on whom service could be had,I executed the within Summons on the said 2Ist day of January,I937 by posting a true copy thereof on the front door of the usual place of abode of Mary L.Carpenter in Arlington County,Va.

Given under my hand this 2Ist day of January,I937

W B Fields

Sheriff,Arlington County,Virginia.

IN THE CIRCUIT COURT OF THE
COUNTY OF FAIRFAX, VIRGINI

°°°0O0°°°

L. LOUISE CARPENTER

versus

AETNA INSURANCE COMPANY

AT LAW
#1571

SUBPOENA
for
WITNESS for DEFENDANT
to
WEDNESDAY, FEBRUARY 3, 1937.

FORM CO 1—15C-1-27-36

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

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

You are hereby commanded to summon

JOSEPH E. ANDERSON
Sterling, Virginia,

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 DEFENDANT 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 19th day of JANUARY, 1937, and the 161st year of the Commonwealth.

JOHN M. WHALEN, Clerk,

By Howard C. Chapman, Jr. ~~Clerk~~

Deputy Clerk.

IN THE CIRCUIT COURT OF THE
COUNTY OF FAIRFAX, VIRGINIA

---oOo---

L. LOUISE CARPENTER

versus

AETNA INSURANCE COMPANY

AT LAW
#1571

SUBPOENA
for
WITNESS for DEFENDANT
to
WEDNESDAY, FEBRUARY 3, 1937.

I executed the within ..... on the 21
day of January 1937 by delivering
a true copy of the within summons in
writing to Joseph E Anderson
in person, in Loudoun County.
E. S. Adam
For E. S. Adam, Sheriff of Loudoun Co., Virginia ..... Deputy.

At Law #1571

FORM CO 1–35C-1-27-36

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

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

You are hereby commanded to summon HATTIE CARPENTER

to appear before our CIRCUIT COURT of Fairfax County, at the Court-house of said County, on the 3rd day of FEBRUARY, 193 7, 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, 193 7, and the 161st year of the Commonwealth.

JOHN M. WHALEN, CLERK

By Thomas M. Chapman Jr. XXXX Clerk.

Deputy Clerk.

Lives in Arlington Co
I think works in Lunch
room in Clarendon

FORM CO 1—35C-1-27-36

#1571

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

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

You are hereby commanded to summon

JAMES W. KRIDLEY

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, Clerk.

By Thomas J. Chapman Jr.

Deputy Clerk.

At Law #1571

FORM CO 1—15C-1-27-36

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

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

You are hereby commanded to summon A. T. SHIRLEY, CATHERINE HOLTZCLAW, EDWARD NEWMAN, JOHN WILKERSON, JOHN NEWMAN, CHARLIE NEWMAN, WILLIAM NEWMAN, E. R. GILLETTE, JAMES W. KRIDLEY, R. D. GRAHAM, ANNA V. CARPENTER, HARRY A. CARPENTER, RAYMOND HOLTZCLAW, and HATTIE CARPENTER.

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 R. Chapman, Jr.

Deputy Clerk.

Executed Jan 30–1937
in the county of Fairfax
State of Va
by serving a summons
upon A T Shirley
Catherine Haltzclaw
Edward Newman
John Wilkerson
John Newman
Wm. Newman
E E. Gelette
Jas Cridly
Annie V. Carpenter
Harry A Carpenter

Esp Kirby Sheriff
by V. C Cockrell
Deputy Sheriff

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

FORM CO 1--35C-1-27-36

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

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

You are hereby commanded to summon

VERNON COCKERILLE

to appear before our CIRCUIT COURT of Fairfax County, at the Court-house of said County, on the 3rd day of FEBRUARY, 193 7, to-wit: WEDNESDAY at 10 o'clock, A.M., to testify and the truth to speak on behalf of the DEFENDANT 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 19th day of JANUARY, 193 7, and the 161st year of the Commonwealth.

JOHN M. WHALEN, Clerk,

By Thomas E. Chapman Jr. Clerk

Deputy Clerk.

#1571

FORM CO 1—35C-1-27-36

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

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

You are hereby commanded to summon

R. K. NALLEY

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 DEFENDANT 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 19th day of JANUARY, 1937, and the 161st year of the Commonwealth.

JOHN M. WHALEN, Clerk,

By Thomas W. Stephenson, Jr. Clerk.

Deputy Clerk.

not found in
my county

Eppa P. Kirby Sheriff
by E. C. Barksdale
Deputy Sheriff

FORM CO 1—35C-1-27-36

#157

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

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

You are hereby commanded to summon

MELVIN ANDREWS

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 DEFENDANT 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 19th day of JANUARY, 1937, and the 161st year of the Commonwealth.

JOHN M. WHALEN, Clerk,

By Thomas R. Chapman Jr. XXXX

Deputy Clerk.

Melvin Andrew
is unknown around
here
Elspa P Kirby Sheriff
by A B Beckville
Deputy Sheriff

FORM CO 1—15C-1-27-36

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

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

You are hereby commanded to summon

WALTER A. FARR, CLARENCE LEE, R. K. NOLLEY, VERNON COCKRILLE, WILLIAM ANDREWS, A. J. PATTON, E. A. THOMPSON, DALTON THOMPSON, H. T. MAGARITY, MELVIN ANDREWS, Mrs. W. W. McGLINCY, and W. W. McGLINCY, (all are of Herndon, Except H. T. Magarity),

to appear before our CIRCUIT COURT of Fairfax County, at the Court-house of said County, on the 1st day of DECEMBER, 1936, to-wit: TUESDAY at 10 o'clock, A.M., to testify and the truth to speak on behalf of the DEFENDANT in a certain matter of controversy depending and undetermined in said Court between

L. LOUISE CARPENTER,

Plaintiff, and AETNA INSURANCE COMPANY,

Defendant, and this they 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 19th day of NOVEMBER, 1936, and the 161st year of the Commonwealth.

JOHN M. WHALEN, Clerk,

By Thomas P. Gallimore, Deputy Clerk.

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

---oOo---

L. LOUISE CARPENTER

versus

AETNA INSURANCE COMPANY

Issued for Plaintiff's Witnesses

SUBPOENAS
for
WITNESSES for DEFENDANT
to
TUESDAY, DECEMBER 1, 1936.

executed by serving a summons upon all persons named within except R. K. Valley and Nelson Andrews which don't live in county

Eff. Kirby Sheriff
by C. B. Eckhardt
Deputy Sheriff

FORM CO 1—15C-1-27-36

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

Sergeant of the City of Richmond,
To the ~~Sheriff of Fairfax County~~, —*Greeting:*

You are hereby commanded to summon

2 days 12/1/36 and 12/7/36

SAMUEL STEINER, Deputy Fire Marshall, Richmond, Va.,

No allowance - (State employee)

to appear before our CIRCUIT COURT of Fairfax County, at the Court-house of said County, on the 1st day of DECEMBER, 1936, to-wit: TUESDAY, at 10 o'clock, A.M., to testify and the truth to speak on behalf of the DEFENDANT, 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 19th day of NOVEMBER, 1936, and the 161st year of the Commonwealth.

JOHN M. WHALEN, CLERK,

~~Xx Clerk x~~

By Howard B. Hyman,
Deputy Clerk.

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

---oOo---

L. LOUISE CARPENTER

versus

AETNA INSURANCE COMPANY

SUBPOENA
for
WITNESS for DEFENDANT
to
TUESDAY, DECEMBER 1, 1936.

FORM CO 1—35C-1-27-36

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

Sergeant of the City of Richmond,
To the ~~Sheriff of Fairfax County~~, —*Greeting:*

You are hereby commanded to summon

I here

SAMUEL STEINER, Deputy Fire Marshall, Richmond, Va.,

No allowance - (State employee)

to appear before our CIRCUIT COURT of Fairfax County, at the Court-house of said County, on the 1st day of DECEMBER, 1936, to-wit: TUESDAY, at 10 o'clock, A.M., to testify and the truth to speak on behalf of the DEFENDANT, 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 19th day of NOVEMBER, 1936, and the 161st year of the Commonwealth.

JOHN M. WHALEN, CLERK,

By Thomas W. Chapman, Jr.
Deputy Clerk.

FORM CO 1—35C-1-27-36

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

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

You are hereby commanded to summon

MELVIN ANDREWS,

Not found

to appear before our CIRCUIT COURT of Fairfax County, at the Court-house of said County, on the 1st day of DECEMBER, 1936, to-wit: TUESDAY at 10 o'clock, A.M., to testify and the truth to speak on behalf of the DEFENDANT 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 19th day of NOVEMBER, 1936, and the 161st year of the Commonwealth.

JOHN M. WHALEN, Clerk,

By Howard P. Symmes, D.C.

Deputy Clerk.

not found in
Fairfax County
unknown

Epha P. Kirby Sheriff
by C. B. Corkhill
Deputy Sheriff

FORM CO 1—35C-1-27-36

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

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

You are hereby commanded to summon

H. T. MAGARITY, Jure.

to appear before our CIRCUIT COURT of Fairfax County, at the Court-house of said County, on the 1st day of DECEMBER, 1936, to-wit: TUESDAY at 10 o'clock, A.M., to testify and the truth to speak on behalf of the DEFENDANT 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 19th day of NOVEMBER, 1936, and the 161st year of the Commonwealth.

JOHN M. WHALEN, Clerk,

By _____, Deputy Clerk.

FORM CO 1—15C-1-27-36

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

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

You are hereby commanded to summon here-14 mi-2 days not here

A. T. SHIRLEY, CATHERINE HOLTECHAW, EDWARD NEWMAN, JOHN WILKERSON, here-14 mi/day

JOHN NEWMAN, CHARLIE NEWMAN, WILLIAM NEWMAN, E. E. GILLETTE,

JAMES W. KRIDLEY, and R. D. GRAHAM,

1 day 1 day

to appear before our CIRCUIT COURT of Fairfax County, at the Court-house of said County, on the 1st

day of DECEMBER, 1936, to-wit: TUESDAY

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 they 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 23rd

day of NOVEMBER, 1936, and the 161st year of the Commonwealth.

JOHN M. WHALEN, Clerk,

~~Clerk~~

By _____,

Deputy Clerk.

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

---oOo---

L. LOUISE CARPENTER

versus

AETNA INSURANCE CO.

AT LAWA
No. 1463.

SUBPOENAS
for
WITNESSES for PLAINTIFF
to
TUESDAY, DECEMBER 1, 1936.

executed by serving a summons on all persons named with exc[illegible] Charlie Naumann on Gaboriau Hallgelin who does not live in Fairfax County

E P Kirby Sheriff
by C. C. Cockerille
Deputy Sheriff

FORM CO 1—35C-1-27-36

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

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

You are hereby commanded to summon

JAMES W. KRIDLEY, (James W. Cridler)

Here - 14 miles

to appear before our CIRCUIT COURT of Fairfax County, at the Court-house of said County, on the 1st day of DECEMBER, 1936, to-wit: TUESDAY 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 23rd day of NOVEMBER, 1936, and the 161st year of the Commonwealth.

JOHN M. WHALEN, Clerk,

By Thomas M. Chapman, Deputy Clerk.

, Clerk.

FORM CO 1—35C-1-27-36

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

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

You are hereby commanded to summon

CHARLIE NEWMAN,

Not found

to appear before our CIRCUIT COURT of Fairfax County, at the Court-house of said County, on the 1st day of DECEMBER, 193[illegible], to-wit: TUESDAY 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 23rd day of NOVEMBER, 193[illegible], and the 161st year of the Commonwealth.

JOHN M. WHALEN, Clerk

By Thomas C. Chapman, Deputy Clerk.

not found in
Fairfax County
lives in Clarendon Va

Eppa L. Kirby Sheriff
by C. B. Cockerille
Deputy Sheriff

FORM CO 1—35C-1-27-36

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

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

You are hereby commanded to summon

DAN WEST

65 miles

to appear before our CIRCUIT COURT of Fairfax County, at the Court-house of said County, on the 1st day of DECEMBER, 1936, to-wit: TUESDAY 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 23rd day of NOVEMBER, 1936, and the 161st year of the Commonwealth.

JOHN M. WHALEN, Clerk.

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

FORM CO 1–35C-1-27-36

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

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

You are hereby commanded to summon CATHERINE HOLTECHAW, Not found - supposed to be in Washington, D.C.

to appear before our CIRCUIT COURT of Fairfax County, at the Court-house of said County, on the 1st day of DECEMBER, 193..., to-wit: TUESDAY 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 23rd day of NOVEMBER, 193 6 and the 161st year of the Commonwealth.

JOHN M. WHALEN, Clerk,

By Thomas L. Harris, Jr., Clerk.

Deputy Clerk.

FORM CO 1—35C-1-27-36

FAIRFAX COUNTY, To-wit:

Commonwealth of Virginia

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

You are hereby commanded to summon

CATHERINE HOLTECHAW,

Not found - Supposed to be in Washington, D.C.

to appear before our CIRCUIT COURT of Fairfax County, at the Court-house of said County, on the 1st day of DECEMBER, 193..., to-wit: TUESDAY 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 23rd day of NOVEMBER, 193 6 and the 161st year of the Commonwealth.

JOHN M. WHALEN, Clerk,

By Thomas C. Lehman, Deputy Clerk.

Clerk.

FORM CO. 1-ASSC-1-2/39

not found in Fairfax County lives in Washington D.C.

Commonwealth of Virginia

To the Sheriff of Fairfax County, —Greeting:

You are hereby commanded to summon

CATHERINE HOLTZCHAW,

Not found - subpoena to be in Washington, D.C.

Effie D. Kirby Sheriff
by C. B. Botterille
Deputy Sheriff

to appear before our CIRCUIT COURT of Fairfax County, at the Court-house of said County, on the 1st

day of DECEMBER, 193., to-wit: TUESDAY

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 23rd

day of NOVEMBER, 193., and the 163rd year of the Commonwealth.

JOHN M. WHALEN, CLERK.

By [illegible]
Deputy Clerk.

Clerk.

June 14, 1938

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

Dear Mr. DeJarnette:

In reply to your letter of June 14, I wish to advise that there is a balance of $18.62 due this office in Clerk's fees. Including transcripts the said fees amounted to $63.62 against which, you have a credit of $45 leaving the aforesaid balance of $18.62.

All fees to the sheriffs, witnesses and otherwise should be disbursed direct. In civil matters we never undertake to pay any of those costs unless, of course, a deposit is made at the time the costs accrue.

I presume you and Mr. Sands have probably already paid a part of the sheriffs' fees direct to the officers in question, but we have no way of knowing what has or has not been paid except the small amount handled through this office.

I trust this will explain the matter fully,

Very truly yours,

JOHN M. WHALEN, CLERK

By

Deputy Clerk.

TPC:FY
Copy to:
Alexander H. Sands, Esq.,
Attorney at Law
American Bank Building
Richmond, Virginia.

COPY

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

ALEXANDER H. SANDS
ALEXANDER H. SANDS, JR.

June 14, 1938.

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

Dear Mr. DeJarnette:

Re: Aetna - Carpenter.

I have a letter from Mr. Chapman, Deputy Clerk, enclosing a letter to you of June 10th. This letter carries a list of various witnesses whom he states that he has taxed as being in attendance at one or more of the trials.

As I understand the law, there is no authority for taxing or listing witness attendance against the losing party in a common law suit unless the status of the claim is grounded upon the fulfilment of certain statutory conditions; Sections 3529 and 3501 of the Code, as well as other sections, bear upon this matter.

I am very anxious to obtain the correct amount of the judgment and pay the same as I have heretofore advised you. I see no reason why this cannot be accomplished through correspondence and I hope that you will co-operate with me in working this out.

I am sending a copy of this letter to Mr. Chapman and asking him to let me know the amount of the judgment and the taxed costs for which the defendant is liable and if you are disposed to do so, I will be obliged if you will unite in this request of the Clerk, calculating interest on your judgment as of some future day, say, until June 20th, or some day subsequent thereto, allowing time for advice, and I will see that your money is sent you immediately.

Yours very truly,

AHS:C
Copy to:
T. P. Chapman, Jr., Esq.,
Fairfax, Va.

#1463

DEJARNETTE & DEJARNETTE
ATTORNEYS AT LAW
ORANGE, VIRGINIA

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

June 14, 1938

Mr. John M. Whalen, Clerk
Circuit Court of Fairfax County
Fairfax, Virginia

Dear Sir:

I am in receipt of your letter of June 10th and would like to state that in regard to your reference to the letter received by you from W. M. Godding of Orange stating that he had been summoned along with L. R. Gillum, it is my understanding that Mr. Gooding is in error in this letter as I have since seen him and find that he was referring to the criminal trial at which he and Mr. Gillum were both summoned and that Mr. Gillum was not summoned for the civil trials although Mr. Gooding was, therefore, Mr. Gillum has no claim in this matter and as I understand it the state never pays witnesses fees in criminal trials, therefore I imagine we will have to make our own private arrangements with Mr. Gillum.

In regard to the statement of a balance due of $18.62 due to your office I do not understand whether you mean that Mr. Sands will send us a check for the entire total of judgment and all costs due and we will in turn send you the check for $18.62 due to you along with the amounts due the various sheriffs if they have not been paid or whether you mean for Mr. Sands to send all amounts due by him by way of the judgment and then for you to distribute the said funds to whomever they are due, sending the witness's attendance fees to us in a lump sum and having us to distribute same. Any of these arrangements is perfectly satisfactory with me but I believe that a payment to you of all costs would be better due to the fact that your record will show what advance costs have been paid and by whom paid.

As I understand it the costs properly to be handled through your office amount to $126.62 which includes the clerk's costs, taxable attorney's fees, sheriff's fees and costs of the appeal. That $68.90 are the costs due to the plaintiff's witnesses for their attendance and that the amount due on the judgment is $1762.50 which is the amount of judgment with interest to June 27, 1938, of which amount $600.00 is payable to the trustee under the deed of trust which is the $500.00 with interest to June 19, 1938.

Yours very truly,

N. C. DeJarnette

E. H. DEJARNETTE, JR.

H. C. DEJARNETTE

DEJARNETTE & DEJARNETTE
ATTORNEYS AT LAW
ORANGE, VIRGINIA

May 20, 1938

Clerk of the Circuit Court
Fairfax, Virginia

Dear Sir:

Please send me the full statement of the amount of the costsand the amount due on the judgment of L. Louise Carpenter vs: Aetna Insurance Company including in the bill the costs of this statement, so that I can collect same and know just what is the amount due.

Yours very truly,

E. H. DeJarnette, Jr.

Walter M. Gooding Clk
Robt A. Reed
E. H. Stover
W. B Carroll Clk.

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

ALEXANDER H. SANDS
ALEXANDER H. SANDS, JR.

May 27, 1938.

John M. Whalen, Esq., Clerk,
Circuit Court of Fairfax County,
Fairfax, Va.

Dear Sir:

Re: Carpenter - Aetna Case.

I am in receipt of letter from Mr. Chapman of your office to E. H. DeJarnette of the 24th in respect to costs and witness attendance in the above entitled case.

It is my understanding that in order for a witness to be compensated for attendance, the attendance fee and mileage must be claimed at the time of attending trial. Again I will assume that the defendant would only be required to pay the attendance of witnesses at the trial which resulted in a verdict and judgment, though as to this I am not advised.

I have written to Mr. DeJarnette asking him to furnish me a statement of amount of costs due, together with the sum due his client under the judgment, as I am anxious to discharge the same as promptly as possible now that the case has been determined. On the other hand I do want your assistance in determining the exact amount due. So far as I know no demand for witness attendance has been made by witnesses for the defendant.

Awaiting your further advice, I am, with respect,

Yours very truly,

Alex H. Sands

AHS:C

May 24, 1938

Mr. E. N. DeJarnette, Jr.
Attorney at Law
Arlington, Virginia

Dear Mr. DeJarnette:

I have your letter of May 20, requesting costs due in the case of L. Louise Carpenter versus Aetna Insurance Company.

It appears that our record of witness attendance is not complete for the reason the majority of the witnesses failed to leave their copy of the subpoena in court showing they had attended court. I am listing herewith the plaintiff and defense witnesses who were summoned through our office, and I shall appreciate your advising me if your records show the number of days each was in attendance for the two trials. The first trial began December 1, 1936 and was continued through the 2nd and the other was held on the third day of February, 1936. This would make it possible for each witness to have been here three days. If you will check this list, and advise me what your records show as to attendance I will complete the extension of costs and advise you immediately. Meanwhile our records show the writ tax was $2.00, taxable attorney's fee $2.50 and clerk's fees, including the transcript $63.62. In the Court of Appeals the costs were $20.00 plus "damages according to law;" For serving the various subpoenas, the Sheriff of Fairfax County is entitled to $32.50; the Sheriff of Arlington County, 75¢; the Sheriff of Loudoun County, 75¢; the Sheriff of Culpeper County, 75¢ and the Sergeant of the City of Richmond, including the Secretary of the Commonwealth, $3.75.

Witnesses:

Plaintiff

A. T. Shirley (2 days)
Catherine Holtechew (not here)
Edward Newman
John Wilkerson
John Newman
Charlie Newman (not found)
William Newman
E. E. Gillette
James W. Kirdley
E. D. Graham

Dan West
Hattie Carpenter
Anna V. Carpenter
Harry A. Carpenter
Raymond Holtzclaw

Defendants

Walter A. Farr
Clarence Lee
R. K. Nolley
Vernon Cockerille
Wm. Andrews
A. J. Patton
E. A. Thompson
Dalton Thompson
H. T. Magarity
Melvin Andrews (not found)
W. W. McGlincy
Mrs W. W. McGlincy
Samuel Steiner (2 days- no allowance)
Guy McGlincy
Harold Hanes
Mary L. Carpenter
Joseph E. Anderson

The testimony also shows that a Walter M. Gooding, Robert A. Reed and E. H. Stover testified for the plaintiff and a W. B. Carroll testified for the defence. I do not find, however that any subpoenas were issued through this office for those witnesses. In such a case we would not tax their attendance, and it would be necessary for the litigants to provide for them.

Very truly yours,

JOHN M. WHALEN, CLERK

By

TPC:VG

Deputy Clerk

POWELL MOTOR COMPANY

DODGE :: PLYMOUTH

SALES AND SERVICE

Telephone 64

Orange, Va.

Clerk of C. Court.
Fairfax Co^a

Dear Sir:-

In Nov. or Dec. 1935 and again in Jan. or Feb. I testified as Carpenter witness in case for E. H. Dyarman Jr. of Orange for his client Carpenter a colored woman for house burning and I understand the case has been decided in favor of Accused Carpenter, and I have not received my expenses for 2 trips of 78 miles. you will please advise me and oblige T. R. Sillem of Madison Mills & Orange over this also.

Yours Resp.

W M. Gooding
Orange Va

DEJARNETTE & DEJARNETTE
ATTORNEYS AT LAW
ORANGE, VIRGINIA

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

May 30, 1938

Clerk
Circuit Court of Fairfax County
Fairfax, Va.

Re: L. Louise Carpenter

Dear Sir,

In reply to your recent letter in regard to the costs and witnesses in regard to this matter I wish to state that I have gone over my records and found as follows:
Paid by E. H. De Jarnette, Jr. $12.00 advance costs
Copy of letter dated Nov. 20, 1936 to Clerk of Fairfax to summons following witnesses for Dec.1, 1936:

Frank Brock
L. R. Gillum
R. L. A. Reid
M. W. Gooding
Edward Broyles
Bruce Carpenter
John Carpenter
Jack Brwon
Dan West
Mildred West
Carroll West
A. T. Shirley
Catherine Holtsclaw
Edward Newman
John Wilkersen
John Newman
William Newman
E. E. Gillett
James E. Krider
R. D. Graham
L. M. Carroll

Also a copy of letter to Clerk of Fairfax dated January 23, 1937, to summon the following witnesses for Feb. 3, 1938.

L. M. Carroll
R. L.A. Reid
Bruce Carpenter
Edward Broyles
John Carpenter
Jack Brown
Dan West
Mildred West
Carol West
Frank Brock
M. W. Gooding
L. R. Gillum
A. T. Shirley
Catherine Holtsclaw
Edward Newman
John Wilkerson
John Newman
Charlie Newman
William Newman
E. R. Gillette
James Kridley
R. D. Graham
L. M. Carroll
Anna Carpenter
Harry A. Carpenter
Raymond Holtsclaw
Hattie Carpenter

DEJARNETTE & DEJARNETTE
ATTORNEYS AT LAW
ORANGE, VIRGINIA

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

My Both of these letters requested that all of the summons for Orange, Madison and Culpeper Counties be sent to me and myrecollection is that same was done.

As to attendance my recollection and records show as follows:

R. L. A. Reid - - 3 days
M. W. Gooding - - 3 days - I had to advance his costs and mileage
Catherine Holtsclaw - Present at first trial but not used
Edward Newman - - 2 days
John Newman - - 2 days
William Newman - - 2 days
E. R. Gillette - - 2 days
James E. Kridley - 2 days
R. D. Graham - - 2 days - used first trial not sure of 2nd.
L. M. Carroll - - 3 days
A. T. Shirley - - 3 days
Anna Carpenter - - 3 days - not used in second trial
Harry A. Carpenter - 3 days
Raymond Holtsclaw - Present at first trial but not used
Hattie Carpenter - 3 days

Harvey Stover was a witness for the defense and being a representative for the Insurance Company probably was not summoned. I have in my file copies of the summons for Gooding and R. L. A. Reid. I gave them the origionals and kept the copies.

Most of the Culpeper and Madison witnesses did not appear at all. L. R. Gillum was used in the criminal trial but not in the civil suit.

Hoping that this is the information that you desire I remain

Yours very truly,

E. H. DeJarnette, Jr.

Carpenter -vs- Aetna Insurance Co
Law # 1463

Writ tax	2.00
Sanatle Atty	2.50
Clerks fees	63.62

Sheriffs fees:

Fairfax County	32.50
Arlington County	.75
Loudon County	.75
Culpeper County	.75
Richmond City	3.75

Costs in Ct & appeals $20.10
Damages according to law

Witnesses:

✓A. J. Shirley (2days) Plaintiff	$ 4.20 ~~2.80~~ -3days
Catherine Holtzclaw (not here)	
✓Edward Newman 18	3.60 - 2days
John Wilkerson	
✓John Newman 18	3.60 - 2days
Charlie Newman (not found)	
✓William Newman 18	3.60 - 2days
✓E. E. Gillette	2.80 - 2days
✓James W. Kindley	2.80
✓R. L. Graham	1.00 - 2days
Klan Wert	6.50
✓Hattie Carpenter 28	8.40 - 3d

Anna V. Carpenter	8.40 - 3 days
✓ Harry A. Carpenter 28	8.40 - 3 days
Raymond Holtzclaw	
W. M. Gooding 18	7.80
R. L. Reed 18	7.80

Defendants

✓ Walter A. Farr	1.40
Clarence Lee	
R. K. Polley	
✓ Vernon Cochenille	1.40
✓ Wm Andrews	
✓ A. J. Lafton 28	
✓ E. A. Thompson 28	
Walter Thompson	
H. J. Maganly	
Melvin Andrews (not found)	
W. W. McElroy	
✓ Mrs. W. W. McElroy	1.40
✓ Samuel Steiner (2 days - no allowance)	
✓ Guy McElroy	1.40
Harold Hanes	
✓ Mary L. Carpenter 28	
✓ Joseph E. Anderson	

June 10, 1938

Mr. W. M. Gooding
Orange, Virginia

Dear Mr. Gooding:

Costs for your attendance in the Carpenter case will be paid directly by Mr. DeJarnette. We are computing the costs and advising him.

In your letter you mentioned the name of a L. R. Gillam. However, my records do not disclose any such name anywhere in the record. If a subpoena was issued for Mr. Gillam the original was never returned to this office.

Very truly yours,

JOHN M. WHALEN, CLERK

By

TPC:VG

Deputy Clerk

June 10, 1938

Mr. E. H. DeJarnette, Jr.
Attorney at Law
Orange, Virginia

Dear Mr. DeJarnette:

In reply to your letter of May 30, I am submitting herewith a list of witnesses allowances as far as our records show. Apparently, as you stated in your letter, some original subpoenas were not returned to this office and a number of witnesses therefore did not report their attendance. At the time I wrote to you on May 24, I sent a copy of the letter of Mr. Alexander Sands with the expectation he would list the attendance of his witnesses. Mr. Sands failed to do this, however, and the only thing I can do is to tax the costs on the basis of what information is available as shown by the record.

Incidentally I had a letter yesterday from a W. H. Gooding of Orange, Virginia who stated he had been summoned from this office along with a L. R. Gillam. No return to a subpoena has been made to this office for these witnesses, but on the strength of your letter of May 30, I am figuring costs for attendance. You advised in that letter that you retained in your file copies of a summons for Gooding and R. L. A. Reed. So far as Gillam is concerned if you had him summoned and did not return the original subpoena to us it will be necessary for you to make arrangements about paying for his attendance.

As I advised in my former letter the writ tax in this suit is $2.00, the taxable attorney's fee $2.50 and clerk's costs $63.62. On the basis of the returns by the sheriff $32.50 is due the sheriff of Fairfax County; 75¢ to the Sheriff of Loudoun County; 75¢ to the Sheriff of Culpeper County, and $3.75 to the Sergeant of the City of Richmond. Costs in the Court of Appeals were $20.00 plus "damages according to law", and to the Sheriff of Arlington, County 75¢.

I have taxed witness attendance as follows:

Plaintiff

A. T. Shirley	$4.20
Edward Newman	3.60
John Newman	3.60
William Newman	3.60

E. E. Gillette	$2.80
James W. Kirdley	2.80
R. D. Graham	1.00
Dan West	6.50
Hattie Carpenter	8.40
Anna V. Carpenter	8.40
Harry A. Carpenter	8.40
W. N. Gooding	7.80
R. L. Reid	7.80

Defendants

Walter A. Farr	$1.40
Vernon Cockerille	1.40
Mrs. W. W. McGlincy	1.40
Guy McGlincy	1.40

So far as witnesses for the defense are concerned I find that Walter A. Farr, Vernon Cockerille, Mrs. W. W. McGlincy and Guy McGlincy testified at one or both of the trials, but since Mr. Sands did not let me know the humber of days they served I shall allow for one day at $1.40 each.

There is a balance of $18.62 due this office on clerk's costs and you can make your remittance for the same payable to John M. Whalen, Clerk. Kindly do not send any witnesses fees to this office since that will have to be paid direct by the attorneys.

Very truly yours,

JOHN M. WHALEN, CLERK

By

TPC:VG

Deputy Clerk

June 10, 1938

Mr. Alexander Sands, Attorney at Law
American Bank Bldg.
Richmond, Va.

Dear Mr. Sands:

I am enclosing herewith copy of a letter I am today sending Mr. E. H. DeJarnette, Jr. in connection with the Carpenter case.

You will notice from that copy I have had considerable difficulty in taxing the attendance of the various witnesses. In so far as your witnesses are concerned I do not have any complete record.

I notice in your letter of May 27, you state that it is your understanding a witness must claim attendance fee and mileage at the time he attends in order to be compensated for such attendance. While this may be true it has been our custom here to take care of the mileage of others where the attorneys or the witnesses themselves let us know how long they attended. You can readily understand that very few laymen are aware of this provision and to deny them mileage merely because they overlooked such a technicality would be quite unfair.

I trust that this information I have given you here, together with that in my copy to Mr. DeJarnette will enable you to settle all costs.

You will note that I advised Mr. DeJarnette there is a balance of $18.62 due this office. So far as witnesses fees are concerned they will have to be paid direct.

Very truly yours,

JOHN M. WHALEN, CLERK

By

Deputy Clerk

TPC:VG

November 28, 1938

Mr. Hugh B. Marsh
Attorney at Law
Fairfax, Virginia

Dear Sir:

I am just in receipt of copy of letter to you from John M. Whalen, Clerk. I understand that the Judge decided against the Aetna Insurance Company all along the line. I did not know that the clerk was entitled to 5% commission on the money paid into court. I have recently had some twenty five or thirty thousand dollars paid through the Corporation Court of the city of Fredericksburg and the clerk did not demand or receive a 5% commission on that sum. This was done in the matter of Citizens National Bank of Orange vs: A. Y. Embrey et als. However, I judge this is really a matter between the clerk and the Aetna Insurance Company as they were the losers in the case.

If the money had been collected on execution the sheriff would have received the 5% commission and it would seem to me that this case would somewhat parallel that. I certainly would not think under any view of the matter that this 5% commission could be drawn on L. Louise Carpenter as she had an execution issued and only about two hundred and fifty dollars of this sum was ever claimed by anyone other than L. Louise Carpenter and in the final decision the Judge decided that only about twenty five thousand dollars was attached and properly claimable by the bank. Therefore, I do not think that the bill of some sixty odd dollars can be drawn on L. Louise Carpenter.

Section 6143 prodides: "That the money is paid in the court and if issue thereon be found for the defendant and judgment shall be given for the defendant and he shall recover his costs." In construeing a similar statute in W. Va. Alex. vs: Marling 45 W.Va. 208, 31-S. E. 908, it was held that if when tender is made plaintiff does not accept the sum in parts and replies to the plea generally by refusing to accept it unconditionally, the money although in the control of the court still remains the defendants.

I do not presume that Mr. Sands will undertake to place this 5% commission on L. Louise Carpenter but if he should do so of course I would like to be heard by the court. Mr. Sands filed a suit for injunction disputing the costs and held up $1220.00 because some two hundred and fifty was in controversey and I do not think he has a legal or moral right to throw this cost on Louise Carpenter thus reducing her judgment by 5%. Therefore, I am asking that you draw the order provided that the 5%, if the same be proper, be paid by the Aetna Insurance Company as a part of the costs in addition to the balance of the costs as set forth in the execution.

Yours very truly,
E. V. Dejarnette

3-17-1937

L. Louise Carpenter

v.

Aetna Insurance Company

I agree that the enclosed and attached papers together with the orders of record and verdict of Jury constitute the record in the above captioned case and agree to waive notice of presentation to the Judge for signing of bill of exceptions.

L. Louise Carpenter

(Signed) by E. H. DeJarnette, Jr.

3-17-1937

L. Louise Carpenter

v.

Aetna Insurance Company

I agree that the enclosed and attached papers together with the orders of record and verdict of Jury constitute the record in the above captioned case and agree to waive notice of presentation to the Judge for signing of bill of exceptions.

L. Louise Carpenter

(Signed) by E. H. DeJarnette, Jr.

3-17-1937

L. Louise Carpenter

v.

Aetna Insurance Company

I agree that the enclosed and attached papers together with the orders of record and verdict of Jury constitute the record in the above captioned case and agree to waive notice of presentation to the Judge for signing of bill of exceptions.

L. Louise Carpenter

(Signed) by E. H. DeJarnette, Jr.

P.L. HAID, PRES...
C.F. SHALLCROSS, VICE PRESIDENT
W. E. MALLALIEU, SECRETARY
N. B. BASSETT, TREASURER
G.W. LILLY, GENERAL MANAGER
W. E. HILL, ASST. GENERAL MANAGER

FIRE COMPANIES' ADJUSTMENT BUREAU, INC.

"SPONSORED BY THE NATIONAL BOARD OF FIRE UNDERWRITERS"

DIRECTORS

THOMAS H. ANDERSON
C.W. BAILEY
SUMNER BALLARD
R.P. BARBOUR
PERCIVAL BERESFORD
RICHARD M. BISSELL
GEORGE G. BULKLEY
B.M. CULVER
PAUL L. HAID
JOHN C. HARDING
RALPH B. IVES
FRED W. KOECKERT

116 JOHN STREET
NEW YORK, N.Y.

EASTERN DEPARTMENT
W.J. GREER, GEN'L MANAGER
WILFRED GARRETSON, ASST. GEN'L MGR.
E.E. HEINS, ASST. GEN'L MGR
CHAS. C. GREENE, SUPT. OF ADJUSTMENTS

DIRECTORS

WILLIAM H. KOOP
WILFRED KURTH
OTHO E. LANE
FRANK D. LAYTON
GEORGE C. LONG, JR.
W.E. MALLALIEU
JOHN O. PLATT
WILLIAM R. PRESCOTT
GUSTAVUS REMAK, JR.
CECIL F. SHALLCROSS
PAUL B. SOMMERS
HAROLD WARNER
HENRY J. WYATT

WASHINGTON BRANCH
1511 K STREET, N. W.
TELEPHONE: NATIONAL 0870-0871-0872
R. S. D'ESPARD, BRANCH MANAGER

Ex. 1

WASHINGTON, D. C.

August 9th, 1935

Mr. E. H. DeJarnette, Jr.,
Orange, Virginia.

Dear Sir:

Re: Wash. Branch File Nos. 18787--18788
Mrs. L. Louise Carpenter,
Herndon, Virginia.

This will acknowledge receipt of your communication of July 31st last, concerning the fire loss of above mentioned assured. In reply, we are instructed by the Company to advise you that on account of the indictment against the assured in connection with the origin of the fire, we are unable to take any further action pending the outcome of the case.

Yours very truly,

Harry G. Laycock

HARRY G. LAYCOCK,
Adjuster

HGL:fs

c/c to Mr. G. Gordon Long, State Agent

Ex5 Herndon, Va. R.D. 2 Box 113

Dec. 23-1934

Mr. Robt. D. Graham
Fairfax, Va.

Dear Sir:

I desire the Fire Insurance to be ~~desired~~ renewed on my place just the same as H. Powell had it, you may make ~~it~~ the policy out and send me for inspection, and I will ~~return it to~~ send you Check for the Prem. the old policy will be out Jan. 1st 1935 and I do not want it to lapse. I would like to have Insurance of some futurnie in the house. also.

Let me hear from you by return mail.

Respectfully

Mrs. L. Louise Carpenter.

(Ex 6)

P.O. Box 113 Herndon, Va.
Dec 28, 1934

Mr. Robert D. Graham, Agt.
Fairfax, Va.

Dear Mr. Graham:

Your letter under date of Dec. 26, to hand contents carefuly noted.

The Deed on the property is in my name and on record at the County Clerk office Recorded in Liber M. 2W1 Page 278 and dated March 9th, 1934.

From the reading of your letter I have not protection. Why yes I want this Insurance just as you so stated in your letter, each item as you so stated.

Find enclose Check for prem. to pay for the Insurance. Let me hear from you at a early date.

Yours very truly,

Mrs. L. Louise Carpenter

EX 87

Herndon, Va.
April 29, 1935

Mrs Robert D. Graham,
Fairfax, Va.

Dear Sir:

My home was destroyed by fire on Friday night April 26, 1935 and will you please look after this matter.

Respectfully
Mrs. L. Louise Carpenter

Carpenter
Va
Herndon

FILED in the Clerk's Office of the Circuit Court of the County of Fairfax, Virginia, this 1 day of December, 1933. - Teste:

Reba L. Dyer, Deputy Clerk.

~~Ex 17~~
Defts Ex 3

Herndon – Virginia
April 29th 1935

When I went home from work, Friday Evening April 26th 1935, about 7.30 O'clock P. M. Samuel my brother gave me a letter from my Mother, Louise Carpenter, The letter said to save the children, and to set fire to the house, at about 1.30 O'clock a. m. Saturday April 27th 1935,

About six weeks prior to Saturday, April 27th 1935, my Mother had said that we had just as well burn the house down as for some one else to burn it down, I set fire to some paper upstairs in the room, then the children and myself went out of the house, and left Clara in the house, due to our excitement, Harry and I went back into the house and brought Clara out, after the house was on fire

This statment is made of may own free will and is the truth as I have told it about the fire at my mother house.

(Mary Lucy Carpenter.

Witness
Saml. Steiner Deputy State Fire Marshal.
V. C. Corkerille

Walter D. Farr.

Dept of Justice
Ex-1

EX-6

Herdon. Va Apr 27th 1907

I am willing to
forfeit my citizenship
if it will keep me
out of prison -
This is of my own
free will & accord.
(Signed)
L. Louise Carpenter

Witness Walter L. Starr
Archie Hummer

Sam'l Shaver
Deputy U.S. Marshal.

21 E. Cockerille
Deputy Sheriff

Left Ex. 2

Exhibit 12 Apr 28/35

Mary Carpenter age 16

When I came home from my work on friday night around 7.30 pm april 26/35= my little brother Sammy. 9.4 ear old, told me that mood was left by mother, to save the children when the house was burning- I did not carry out the cloths that was found in burn out of the house when the fire was started-

I had nothing do with that, heard mother say if she didn't set it afire some one else would, my mother planned the whole thing, & she is responsible for the fire. Sammy gave me a note it was in a sealed enveloped, it said after the house on fire, call the fire department.

Mary Lucy Carpenter.

I left the note in the house

Mary Lucy Carpenter

#1. The Court instructs the jury that the Contract of insurance having been proven, that the burden of proof rests on the Insurance Company of proving that L. Louise Carpenter had the house and personal property burned.

#6 The Court instructs the jury that even if they believe that Mary L. Carpenter burned the house accidentally or intentionally without the direction of L. Louise Carpenter. they must find against the Insurance Company on the issue as to whether or not L. Louise Carpenter is barred by the burning.

#7 The Court instructs the jury that if they find for the plaintiff they shall allow her such damages as she has sustained on account of her property insured not exceeding $500.00 for personal property and $1000.00 for the dwelling, with interest from July 27, 1935.

#8. The Court instructs the jury that unless a conspiracy is proven they must ignore all statements made by Mary Carpenter out of the presence of L. Louise Carpenter, as she was not present when said statements were made, and could not Cross-Examine nor deny the truth of said statements and that a conspiracy cannot be proven by the statements alone, of Mary L. Carpenter out of the presence of L. Louise Carpenter.

Received 6/17/39-Mmr.

1463

VIRGINIA:

In the Supreme Court of Appeals, held at the Court House of Wythe County, in the Town of Wytheville, on Wednesday the 14th day of June, , 1939:

The petition of Aetna Insurance Company, Incorporated, Hartford Connecticut for a writ of error to a judgment rendered by the circuit court of Fairfax County on the 23rd day of December, 1938, in a certain law proceedings then therein pending wherein L. Louise Carpenter was plaintiff and petitioner was defendant, having been maturely considered and a transcript of the record of the judgment aforesaid seen and inspected, the court being of opinion that the said judgment is plainly right, doth reject said petition and refuse said writ of error, the effect of which is to affirm the judgment of the said circuit court.

A COPY,

TESTE: J. M. Kelly
DEPUTY CLERK.

60-61

Entered in Common Law Order Book (1939) at pages 60 & 61 and Ex

L. Louise Carpenter | 3-17-1937

v.

Aetna Insurance Co.

I agree that the enclosed and attached papers together with the ~~original record~~ and verdict of jury constitute the record in the above entitled cause and agree to waive notice of presentation to the Judge for signing of bill of exceptions

L. Louise Carpenter

by Ella DeJarnette

$ ~~200.00~~
13.11 @ 1/39
186.89

FAIRFAX, VA., March 9, 1934. 192

------Three years---------- after date---we---

promise to pay to------PAUL T. POWELL----------or order,

----------Two Hundred and----------00/100 Dollars

at the rate of six per centum per annum, payable semi-annually for value received, with interest from date, and payable at THE NATIONAL BANK OF FAIRFAX, FAIRFAX, VA., and we, the makers and endorsers, each hereby and severally waive the benefit of our homestead exemption as to this debt; and we also each and severally waive demand, protest, notice of presentment, notice of protest, and notice of non-payment and dishonor of this note.

Mch 9

Due

This Note is secured by Deed of Trust Date March 9-1934 Recorded in the Clerks Office Fairfax County Deed Book H-page 279

Sorties, Macy & Co., Inc., New York

L. Louise Carpenter

R.F.D. 1 Box 23 - Orange, Va.

Paul L. Powell

Int paid to 9/9/34 6 00

1/29/35 Cr 13 11

1935 Int pd to date 5 82

SEP 7 1935 Int. pd. to 9/9/35. 5 60

[redacted]

HUGH B. MARSH
ATTORNEY AT LAW
FAIRFAX, VIRGINIA

November 2nd, 1938

Judge Walter T. McCarthy,
Court House Square,
Arlington, Va.

Dear Judge McCarthy:

Re: Law action of L. Louise Carpenter and
Wilbur C. Hall Mortgagee, Plaintiffs
vs. Aetna Insurance Company, Defendant.

I am enclosing you herewith the brief on behalf of the defendant in support of the motion made by counsel for defendant in the above styled law action which was recently tried in the Circuit Court for Fairfax County, Virginia. The motion, as you will recall, was set for hearing by you at Arlington County Court House on Saturday, November 5th, 1938, around 11 o'clock, A. M., at which time Mr. Sands and myself will be present.

You also set for hearing the chancery cause of Aetna Insurance Company against L. Louise Carpenter, et als, on the said date, and we shall expect to take this matter up with you on November 5th, 1938.

I will bring all of the law papers and the chancery papers with me when I come to Arlington County on that date.

With kind personal regards, I am

Cordially yours,

Hugh B. Marsh

hbm/h
Enc.

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY.

L. Louise Carpenter ..... Plaintiff

v.)

DEMURRER

Aetna Insurance Company,
a corporation, Hartford Connecticut ..... Defendant

Defendant demurs to the notice of motion upon which this action is brought and says that the same is not sufficient in law; and for grounds of demurrer it assigns the following:

1. Under the notice of motion statute made and provided in Virginia it is requisite that the notice shall present a clear statement of the essentials of the plaintiff's claim; that the pleading here demurred to fails so to do.

2. In filing a notice of motion the pleader may, as in case of preparing a declaration, take advantage of Section 6094 of the Code, but in order to do so the provisions of the statute must be complied with, which have not been done in this instance as shown by the notice itself.

3. The notice of motion for judgment is brought by the plaintiff seeking a judgment for a specified sum in favor of the plaintiff, although the notice shows upon its face that one or more persons are also interested in the insurance which the plaintiff seeks to recover under its terms.

Alexander & Fairfax
Wilson M. Farr
Hugh B. Marsh

1463

(2)

VIRGINIA:

IN THE CIRCUIT COURT OF
FAIRFAX COUNTY.

L. Louise Carpenter,

v. ( ) DEMURRER

Aetna Insurance Company,
a corporation, Hartford,
Connecticut.

FILED in the Clerk's Office of the Circuit Court of the County of Fairfax, Virginia, this 26th day of March 1936. - Teste:
Thomas R. Chapman Jr.
Deputy Clerk.

ALEXANDER H. SANDS
ATTORNEY AND COUNSELLOR AT LAW
RICHMOND, VA.

1463

E. H. DeJARNETTE, JR.
LAWYER
ORANGE, VIRGINIA

January 28th, 1936.

F. W. Richardson, Clerk,
Fairfax, Virginia.

Dear Sir:-

I had hoped to be ready for trial on the 30th of January in the case of L. Louise Carpenter vs Aetna Insurance Company.

I am in receipt of two letters from A.H.Sands, attorney for the defense, indicating that he will not be ready to hear these matters on the 30th so I am waiting to hear from him before further setting a date for the hearing or trial of this case. He stated he would take the matter up with your Judge and let me hear from him.

Please tell Judge McCarthy of this letter so that it will not interfere with his other arrangements.

Yours very truly,

E. H. DeJarnette, Jr.

Carpenter Vs Aetna Ins Co. —

2/3/27

Harvey L. Baker
Joseph W. Coy
Earl Tyler
A J. Robey
A P. Holmes
E. G. Taylor
C. C. Pierpoint
~~H. C. Donaldson~~
~~Harvey Cross~~

For Plff. — E. H. DeJarnette, Jr.
For Defts. — E. R. Sands, Jr.
H. B. March

Int. on #500.00
From July. 19/35
to July 27/35

1935 7-27
2.19
5= 8

.250
5
$12.50

[illegible]

[illegible]

Carpenter crew
2/3/37

[illegible]

12-1-36

Carpenter Vs Aetna Ins. Co

For Plff.-E.H. De-Jarnette and DeJarnette

For Insurance Co. Barr, Marsh and Sands

For Wilbur C. Hall, Jr. and Anderson

Gilson H. Hall and Geo. F. Weaver

1 Justice H Bell
2 O.E. Bryan
3 Wilson Bowie
4 Jas C. Morgan
5 Wm S. Browning
6 Geo W. Coon
7 Geo Ridgeway
8 ~~Adam H Hutchison~~
9 ~~Chas H Chalcott~~

In the Circuit Court of Fairfax County, Virginia

L. Louise Carpenter

and William C. Hall, Trustee mortgagee,
as his interest may appear

v. At Law - # 1466

Aetna Insurance company

on the motion of the plaintiff,
The defendant is ordered to file its
grounds of defense in writing
on which it intends to rely
and to furnish Edward Canby, attorney
for plaintiff, a copy thereof
within 10 days.

9/22/36

(6) L. Lewis Corpuster
v. Wilbur C. Hall
Trustee as his
interest may appear
v.
Aetna Insurance Co.

order

Seen:
Hugh B Mundy
~~Attorney for Def~~
Edwards for Def

Enter
W.T.K.

Entered in 1935 Common Law
Order Book, page 358.

25, 10

VIRGINIA:

In the Clerk's Office of the Supreme Court of Appeals at Richmond, on the 13th day of August, 1937.

This is to certify that upon the petition of Aetna Insurance Company a writ of error and supersedeas has been awarded by one of the Justices of the Supreme Court of Appeals of Virginia to a judgment of the Circuit Court of Fairfax County, entered on the 3rd day of February, 1937, in the cause therein depending wherein L. Louise Carpenter and Wilbur C. Hall, Trustee and Mortgagee, were plaintiffs and Aetna Insurance Company was defendant, provided the petitioner or some one for it shall enter into bond with sufficient security in the clerk's office of said Circuit Court in the penalty of Two Thousand Dollars, conditioned as the law directs.

Teste:

Clerk, Supreme Court of Appeals of Virginia, at Richmond.

To the

Clerk of the Circuit Court
of Fairfax County.

Received 8/16/37

9/14/37

L. Louise Carpenter

vs.

Aetna Insurance Company

620

Entered in 1937 Common Law
Order Book, page 48.

Expense Taxpayer
1/2 Returned -
1/2 Returned
Aug 14 - $20 -
Note free

VIRGINIA:

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: _____, C. C.

Teste:

Clerk.

(over)

5/10/38

#1463

Aetna Insurance Company
vs.
L. Lavine Carpenter &
Wilbur C. Hall, Trustee
and Mortgagee

Mandate

Entered in 1937 Common Law
Order Book, page 257.

Writ tax..... $

Printing.....

Attorney's fee.....

Small fees.....

Transcript.....

Printing brief..... _____

Total $

Teste:

..... C. C.

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX:

L. LOUISE CARPENTER and
WILBUR C. HALL, Trustee or
Mortgagee as his interest
may appear

vs

AETNA INSURANCE COMPANY, a
corporation, Hartford, Conn.

L. LOUISE CARPENTER and WILBUR C. HALL, Trustee or Mortgagee as his interest may appear, for amendment and supplement to the notice of motion filed in the Circuit Court of Fairfax Co., Virginia, duly executed on January 11th, 1936, come and say as follows:

That their claim for judgment against the Aetna Insurance Company, a corporation, for $1500.00 with interest from May 27th, 1935, is based on the following facts and circumstances:

That on December 29th, 1934, the said Aetna Insurance Company, a corporation, for a valuable consideration issued two policies of insurance, numbered respectively 1364 and 1365, both of which are hereto attached and have been filed with the clerk of the Circuit Court of Fairfax County, Virginia, and are prayed to be read as a part of this amended and supplemental notice of motion. That policy No. 1364 insured the two-story frame building with metal roof then occupied by L. Louise Carpenter as a dwelling house and situated on the south side of the Wiehle Road in Fairfax County, one-half mile west of Herndon, Fairfax County, Virginia, on the land then owned by the said L. Louise Carpenter. That said policy of insurance insured the dwelling house against loss by fire continuously from the 31st day of January, 1935 to the 31st day of January, 1936, and that the said L. Louise Carpenter and Wilbur C. Hall, Trustee or Mortgagee as his interest may

LAW OFFICES
DeJARNETTE & DeJARNETTE
ORANGE, VIRGINIA

appear, have kept all of the provisions of said policy of insurance and have violated none of the provisions of said policy of insurance. That the said dwelling house was insured by said policy for $1,000.00 against loss or destruction by fire, and that while said insurance policy was in full force and effect the said dwelling house was totally destroyed by fire on to-wit: 1:00 A.M. on the morning of May 27, 1935. That at the time of the destruction of said dwelling house it was worth the value of to-wit: $1500.00 and that by the destruction of the said dwelling house by fire the said plaintiffs were damaged in the sum of $1500.00. That the said plaintiffs have made demand for payment of the said sum of $1,000.00 upon the said Aetna Insurance Company for the loss and destruction of said dwelling house by fire with interest from May 27, 1935, before the filing of the original suit and again before the filing of this amended and supplemental notice of motion, and that the payment of same, or any part thereof by the said Aetna Insurance Company has been refused. That by reason of the said loss and destruction of the said dwelling house by fire, and that by reason of the said insurance policy, the said L. Louise Carpenter and Wilbur C. Hall, Trustee or Mortgagee as his interest may appear, have a right to recover of and from the Aetna Insurance Company the sum of $1,000.00 with interest from May 27, 1935, for the loss of the said dwelling house. That the said insurance policy was issued in Fairfax County, Virginia, and that said dwelling house was located in Fairfax County, Virginia. That Joe Anderson holds a deed of trust against the said real estate for $500.00 dated February 20, 1934, with interest from said date, subject to a credit of $15.00 on February 25, 1934, which was assumed by the said L. Louise Carpenter as a part of the purchase price of said land on which the said dwelling house was located, she having purchased same from Paul T. Powell by deed

LAW OFFICES
DeJARNETTE & DeJARNETTE
ORANGE, VIRGINIA

dated March 9, 1934, and of record in the clerk's office of Fairfax County, in Liber M No. 11, on page 278, and that the said Wilbur C. Hall holds the said insurance policy as security for said debt. That the said Joe Anderson will have the right, on the collection of the said $1,000.00, to have his whole said debt paid out of said insurance by the said Wilbur C. Hall, Trustee or Mortgagee as his interest may appear, but that the said Joe Anderson is not necessarily a party to this suit. That since the starting of this suit, on January 18, 1936, the barn located on said land and insured for $400.00 was likewise totally destroyed by fire, but no claim is made for this loss in this suit, as it could not have been made at that time and no refusal has yet been made to the payment of said sum.

LAW OFFICES
DeJARNETTE & DeJARNETTE
ORANGE, VIRGINIA

That on December 29, 1934, the said Aetna Insurance Company, a corporation, for valuable consideration issued to the said L. Louise Carpenter, individually, its policy of insurance No. 1365, herewith filed as a part of this amended and supplemental notice of motion, which is actually filed with the Clerk of the Circuit Court of Fairfax County, virginia, and prayed to be read as a part of this amended and supplemental notice of motion, insuring the household and kitchen furniture of the said L. Louise Carpenter while located in said dwelling house on said land described in insurance policy No. 1365 and occupied by said L. Louise Carpenter as a dwelling house on her said land in Fairfax County, which was conveyed to her by Paul T. Powell and wife by deed dated March 9, 1934, and of record in clerk's office of Fairfax County, in Liber M No. 11, on page 278, insuring all of the furniture against loss or destruction by fife for a continuous period beginning January 31st, 1935 and ending January 31st, 1936. That the said L. Louise Carpenter has kept all of the provisions of said insurance policy and has violated none of the provisions of said insurance policy. That all of the said furniture while located in said dwelling house was on May 27, 1935, just before its loss or destruction by fire, worth a large sum, to-wit: $800.00, and while the said furniture of the said L. Louise Carpenter located in said dwelling house was so insured by the said Aetna Insurance Company against loss or destruction by fire, all of said furniture in said dwelling house of the value of towit: $800.00 was totally destroyed by fire at to-wit: 1:00 A.M. on the morning of May 27, 1935, and while said insurance policy was in full force and effect. That the said L. Louise Carpenter has made repeated demands on the said Aetna Insurance Company for the payment of the said sum of $500.00 insurance on the said furniture, with interest from May 27, 1935,

LAW OFFICES
DeJARNETTE & DeJARNETTE
ORANGE, VIRGINIA

before January 11, 1936, and that payment thereof, or any part thereof has been refused. That the said insurance policy was issued for valuable consideration on December 31, 1934. That by reason of the said loss and destruction of said furniture by fire and by reason of the said insurance policy the said L. Louise Carpenter has a right to demand of and from the said Aetna Insurance Company the full sum of $500.00 with interest from May 27, 1935, and that by reason of the two said accounts in this amended and supplemental notice of motion the said L. Louise Carpenter and Wilbur C. Hall, Trustee or Mortgagee as his interest may appear, has a right to recover of and from the said Aetna Insurance Company the sum of $1,000.00 and the said L. Louise Carpenter has a right to recover of and from the said Aetna Insurance Company the sum of $500.00, and for which said sums they respectively ask a judgment of the Circuit Court of Fairfax County, Virginia.

L. Louise Carpenter
and
Wilbur C. Hall Trustee as
mortgagee as his interest may
appear by
W. T. DeJarnette p/ atty.

LAW OFFICES
DEJARNETTE & DEJARNETTE
ORANGE, VIRGINIA

(5) #1463

VIRGINIA:
IN THE CIRCUIT COURT OF
FAIRFAX COUNTY

L. LOUISE CARPENTER ET AL
We, The jury find for
The plaintiff L Louise
Carpenter et
vs
$1000,00 on Dwelling
$500 00 " Property
with Interest from July 27
AETNA INSURANCE COMPANY 1935

Amended & Supplemental
Notice of Motion
Foreman

J. W. Cox, Foreman

FILED in the Clerk's Office of the Circuit Court of the County of Fairfax, Virginia, this 14th day of April 1936. Teste:
Thomas B. Chapman, Jr.
Deputy Clerk.

E. H. DeJARNETTE, JR.
LAWYER
ORANGE, VIRGINIA

IN THE CIRCUIT COURT OF FAIRFAX COUNTY, VA.

L. LOUISE CARPENTER,
Plaintiff,

v.

AETNA INSURANCE COMPANY,
A Corporation, Defendant.

Motion for Judgment
At Law - No. 1463

This day came the plaintiff and defendant by counsel and the defendant having heretofore filed its demurrer to the plaintiff's notice of motion heretofore filed, the plaintiff by counsel, asked leave of the Court to file in writing certain amendments to her original notice of motion as therein set out, which leave was accordingly granted,

And the matter coming on to be heard upon the notice, the demurrer thereto and the amendments to the notice of motion this day made on behalf of the plaintiff and was argued by counsel,

Upon consideration whereof, the Court being of opinion that the notice of motion, as originally filed and amended, may further be amended, therefore that defendant's motion to sustain the demurrer and dismiss the action should not be sustained at this time, further leave is granted plaintiff, if she elects so to do, to make further amendments in writing to her said notice of motion.

It is accordingly ordered that the plaintiff be allowed until the 16th day of April, 1936, to file such amended notice, if she elects so to do, a copy of such amended notice, to be filed with the papers in this cause on or before that date and copies of such amended notice of motion shall be furnished to counsel for the defendant by plaintiff.

And the defendant objecting to the allowance so granted to the plaintiff for the amendment of her notice of motion, as aforesaid, as originally filed and this day amended, doth except to ~~accept~~ the action of the Court in its said ruling.

4/136

In the Circuit Court for Fairfax Co., Va

L. Louise Carpenter
Plaintiff

v.

Aetna Insurance Co., a Corp. etc.
Defendant

---

at Law
Order March Term/36

Seen:
Ex. Defendant's Atty for plaintiff
Hugh B. Mauk
S. S. J.
P. C.

Enter:
W. T. M.

Entered in 1935 Common Law Order Book, page 275.

Judgment for J. C. Seabury Injunction for T. D. C.
for Herndon. National Bank of Houston.
for 186 89 with interest from 9/9/35

W. W. Wiggins Judgement 21 06 ~~Cost~~
with 6/1/36 and costs of 3 50
Jd Docket #11, Page 69.

? Witness Cost

? Cost of Clearing Suit

Judgment 987 50 ent for 2/3/37

1220 02

Costs

Ent

Form 1003 Rough Notes Company, Indianapolis © 1886

Policy No. 1365
Renewal No.

PROOF OF LOSS

Amount of Policy, $500.00

RECEIVED JUN 1 1935 INS. DEPT.

Aetna Insurance Company of Hartford Conn.

C/O Of Fire Companies Adjustment Bureau, Inc.

By Your Policy of Insurance No. 1365, issued at your Robert O. Gibson Jr. Agency, dated the 31 day of January, 1935, and expiring the 31 day of January, 1936 at 12 o'clock noon, you insured Mrs. L. Louise Corpenter against loss or damage by fire, to the amount of $500.00 Dollars, according to the terms and conditions printed therein; the written portion and all endorsements, transfers and assignments being as follows: $500.00 on Household and Personal effects while contained in Two Story Frome metal Roofed dwelling while occupied by owner on the South Side of Wiehle Road, ½ mile west of Herndon, VA.

no 1365 - schedule B.

Schedule "B" attached hereto, contains a complete list of all Policies held by me at the time of the fire, covering on property herein described. Full copies of the written portions thereof will be furnished on demand.

The property described in said policy belonged, at the time of the fire hereinafter mentioned, to Mrs. L. Louise corpenter in fee and no other person or persons had any interest therein, except as mentioned below.

If the loss is on building, state whether Real Estate is owned in *fee simple or held on lease* Fee Simple

State the nature and amount of incumbrance at time of the fire.

none

The building described, or containing the property described in said policy, was occupied at the time of the fire as follows:

First floor Mrs L. Louise corpenter and children, L. Louise Carpenter being actually away from home at that time

Second floor Same

Third floor

Fourth floor

Fifth floor

and for no other purpose whatever.

A fire occurred on the 27 day of April, 1935, about the hour of 10:12 o'clock A. M., by which the property described by said policy and situate as therein named was destroyed or damaged, as hereinafter set forth in detail, said fire originating as follows: fire from Back Side, outside Residence

The **actual cash value** of each specific subject thus situated and described by the aforesaid policy at the time of loss, and the **actual loss** and **damage** by said fire to the same, as shown by annexed schedule, and for which **claim is hereby made**, were as follows:

	Sound Value	Total Loss	Total Insurance	Amount named in this Policy	Claimed under this Policy
1st Item of Policy,	668 21	yes	500	500	$500
2d Item of Policy,					
3d Item of Policy,					
4th Item of Policy,					
5th Item of Policy,					
Total,	668. 21		500	500	

Total Amount claimed of this Company under above named Policy, $500.00

(For a detailed statement of value and loss, see schedule herewith, which is made a part of this Proof of Loss.)

At the time said insurance was effected, the property described by said policy belonged to mrs L. Louise corpenter, and the said fire did **not** originate by any act, design or procurement on the part of the assured, or this affiant, or in consequence of any fraud or evil practice done or suffered by said assured, this affiant; nothing has been done by or with the assured's or this affiant's privity or consent to violate the conditions of the policy, or render it void; no articles are mentioned herein but such as were in the building damaged or destroyed, and belonging to, and in possession of, the said assured at the time of said fire; no property saved has been in any manner concealed, and no attempt to deceive the said Company, as to the extent of said loss, has in any manner been made.

Any other information that may be required will be furnished on call, and considered a portion of these proofs.

It is expressly stipulated that there has been no waiver of any of the rights or defenses of this Company by the furnishing of this "Proof of Loss" blank to the assured, or making up of proofs by an adjuster, or any agent of the Company or Companies named herein, or in any other way whatever.

WITNESS my hand at Fairfax, this 20 day of May, 1935

L. Louise Carpenter
Assured.

STATE OF Va. }
COUNTY OF Orange } ss.

May 20, 1935

Personally Appeared Mrs L. Louise Carpenter signer of the foregoing statement, who made solemn oath to the truth of the same, and that no material fact is withheld that the said Company should be advised of.

Subscribed and sworn to before me, the day and date above written

Annie Lester [SEAL]

My com. expires Dec. 29, 1935 Notary Public

(NOTE.—This certificate should not be acknowledged before an agent of this Company acting as an officer of a Court, Justice of the Peace or Notary Public.)

STATE OF Virginia
COUNTY OF Fairfax } ss.

Bruce Carpenter, residing in Herndon VA., most contiguous to the property hereinbefore described, hereby certify that I am **not** concerned in the loss or claim above set forth, either as a creditor or otherwise, or related to the assured or sufferers; that I have examined the circumstances attending the fire, or damage as alleged, and that I am well acquainted with the character and circumstances of the assured, and do verily believe that the assured has by misfortune, and without fraud or evil practice, sustained loss and damage on the property insured to the amount of $500.00 DOLLARS.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 20 day of May, A. D., 1935

X Bruce Carpenter

SCHEDULE "A"—STATEMENT OF LOSS.

Put nothing here except what assured actually agrees to and signs. All other statements and reports should be separate from proofs.

1	Home Comfort Range		130.00
1	Beckwith Organ & Stool		85.00
1	Dresser		13.00
1	Dress		9.00
1	Rocker		1.00
1	Rocker		10.00
7	Straight chairs	@ $8	8
1	Stand		5
1	"		1.50
1	oak Bed		15
1	" "		7.00
1	Iron Bed		8
1	Springs for Same		6
1	Iron Bed		14
1	Springs for Same		10
1	Mattress For Same		18
2	Beds @ 3 & 8		11
1	Table		3
1	Large Mirror	@ $3	3
1	Hall Rack,	@ $7;	
1	Dress maker's Form	@ $10	
1	8 day Clock	7.	
1	Ice Box	1.	
1	Stand	1	
1	Dish Pan	1	
1	Ranicut	3	
	Stone Jars	.50	
		.60	
5	frying Pans	.50	
	Skillets	1.20	
4	qt Iron Pot	.75	
8	qt " "	1.25	
1	Biscuit Pan	1.00	
5	Cake Plates	.30	
3	Pie plates	.30	
1	Potato Masher	.10	
1	Strainer	.10	
1	Tea Pot	.25	
1	Tea Kettle	1.00	

2 pounds meal	.14.
2 pounds hams	.12
2 pounds flour	.45
5 pounds Sugar	.30
1 peck potatoes	.15
6 pillows	5.
Bed Ticking	9.
4 blankets	4
5 Sheets	2.50
1 bedstead	1.50
3 bedsprings	2.94
3 quilts	6.00
waste basket	.20
1 reader	.40
1 primer	.21
1 reader	.25
1 dress	.98
1 Gown	.25
1 pr Shoes	1.19
1 pr Shoes	1.

SCHEDULE "B" OF INSURANCE AND APPORTIONMENT OF CLAIM.

No. of Policy: 13645

Date of Expiration of Policy: January 31 1916

NAME OF COMPANY: Aetna Insurance Company of Hartford Conn.

When one item, fill this column only

Amount of Policy: 500.00

Total Claim: 500.00

		1st Item, $		2nd Item, $		3rd Item, $		4th Item, $		5th Item, $	
		Amount Insures.	Amount Claimed.	Amount Insures.	Amount Claimed.	Amount Insures.	Amount Claimed.	Amount Insures.	Amount Claimed.	Amount Insures.	Amount Claimed.
1 wood Iron	75										
1 Glass Pitcher	2.50										
1 Glass Pitcher	1.30										
½ Doz glasses	1.00										
6 irons	60										
6 Table Spoons	1.20										
12 Tea Spoons	.10										
1 egg beater	.10										
1 Iron Table	1.20										
12 Knives & Forks	2.										
1 Kitchen Table	20.00										
1 Log Sideboard with mirror	2.75										
1 mirror in Kitchen	50										
1 Linoleum Rug	.10										
1 Platter	.75										
6 cups & Saucers	1.20										
12 plates	1.10										
2 Dish Pans	.10										
1 Pail Iron	5.										
1 Computer Lamp	85.00										
1 Singer Sewing Machine	1.										
1 Washer	1.										
1 Hand Brush	.30										
1 Rolling Pin	5.										
1 Stove	1.										
4 elbows	.75										
1 pipe	.09										
4 clothes Pins	.66										
1 wash bench	1.										
1 wash Tub	.90										
3 pictures	.10										
1 bottle washer	.25										
1 spittoon brush	2.75										
1 Kitchen Cabinet	.75										
1 Butcher Knife	1.50										
~~2 doz Tea Plates~~											
1 dog corn	1.										
1 Sprinkle Pan	.15										
1 nutmeg Pan	.15										
5 Stone Jars	.75										
1 Ice cream Freezer	3.										
1 Lantern	.50										
1 Stove Shovel	.10										
1 cake mold	.46										
1 cake mold	.69										
1 Sprinkler	.19										
1 Milk Pitcher	.15										
2 Seamless bags	1.50										
1 set Coupon cutters	.24										
1 Scrub brush	.06										
1 square Butter Mold	.40										
1 round Butter Mold	.25										
1 grater	.20										
1 Black Japanned	.60										
1 wash boiler	.25										
1 garbage Pail	.25										
1 Ladle	.65										
1 Iron Stove Lifter	.50										
2 Loaf Pans	.20										
Soap	.05										
Soap Powder	.27										
1 Salve & Pitcher	1.50										
1 Work Stand	3.										
Writing desk	15										
1 Sitting case	1.										
5 big pictures	6.54										
33 books mixed	.74										
2 books mixed											
TOTALS,											

8 pillow cases .80
12 Sheets 1.20
1 Bed Quilt 1.
1 Bed Blanket 1.
1 Bed Spread 1.98
1 Dining Room .98
1 set Curtains .75
2 window Shades .50
1 Bed Bag .45
1 Lamp .52
1 Lamp .15
1 Toilet .05
3 quilt Dresses 3.
3 Suits Underwear 1.50
4 Table Covers 2.
3 dress Covers 1.44
6 window Shades 3.
2 pr Curtains 1.96
2 pr Curtains 1.
Notions
Hall 50
1 Hymn Book 1.30
1 pr Brass Sticks 1.75
1 Wash Bowl 2.
1 griddle .75
1 cast Iron griddle
1 adding 1.

SCHEDULE "B" OF INSURANCE AND APPORTIONMENT OF CLAIM.

No. of Policy: 13645

Date of Expiration of Policy: Jan 31 1936

NAME OF COMPANY: Aetna Insurance Company & Hartford Conn.

When one item, fill this column only

Amount of Policy. 500.00

Total Claim. 588.00

	1st Item, $		2nd Item, $		3rd Item, $		4th Item, $		5th Item, $	
	Amount Insures.	Amount Claimed.	Amount Insures.	Amount Claimed.	Amount Insures.	Amount Claimed.	Amount Insures.	Amount Claimed.	Amount Insures.	Amount Claimed.
	500 00	588.00								

TOTALS,