1904-17 Southampton County Chancary - Prince, T.B, Jr. (Adm.) Prince, T.B., Jr (adm.)

what direction complainant
should take in the disposition
of insurance money -

Prince, T.B.

Prince, Martha F.
Sebrell, Ella F.
Prince, Bessie R.

Prince, J. B's, Admr.,

vs. Bill of Complainant.

Prince, M. F's, Admr. et als

1903. 1st. Aug. Rules filed by
L. A. Gray, Jr. C.

J. B. PRINCE

J. B. PRINCE [redacted],
Attorneys & Counsellors at Law,
Courtland, Va.

To the Honorable R.H.Prentis, Judge of the Circuit Court of Southampton County, Virginia.

*** In Chancery ***

Humbly complaining, showeth unto your Honor, your complainant, J.B.Prince, jr., Administrator of the ****** Estate of J.B.Prince, decd., the following case:

That on the 25th day of March,1903, J.B.Prince departed this life, and at the April term of your Honor's Court,1903, your complainant qualified as administrator of said J.B.Prince's estate, as will more fully appear from a certified copy of said order of qualification filed herewith as "Exhibit A", and prayed to be taken as a part of this bill.

That the said J.B.Prince during his life time took a policy of insurance in the Life Insurance Company of Virginia, for the sum of five thousand dollars, and his wife, Martha F. Prince, was named in the said policy of insurance as the beneficiary, the language used therein as to that part being as follows, " * * * * * * The Life Insurance Company of Virginia do hereby insure, without * * * * * * the life of Joseph Brown Prince of Jerusalem, Southampton County, Virginia, for the term of his natural life, from the date hereof, in the sum of Five Thousand Dollars, FOR THE SOLE USE AND BENEFIT OF HIS WIFE, MARTHA F.PRINCE, AND DO PROMISE AND AGREE TO PAY TO THE SAID MARTHA F.PRINCE, HER HEIRS, EXECUTORS OR ASSIGNS * * * the said sum of Five Thousand Dollars," all of which will more fully appear from an examined and sworn copy of the policy of insurance filed herewith as "Exhibit C.", prayed to be taken as a part of this bill.

That before the death of the said J.B. Prince, his wife, the above mentioned Martha F.Prince, also died, on the 27th day of June, 1896, and a doubt having arisen as to

which estate the said policy of insurance was payable, whether to the estate of J.B.Prince, or to the estate of Martha F. Prince, at the April term, 1903, of your Honor's Court, J.B. Prince, jr., also qualified as her administrator, as will more fully appear from a certified copy of said order of qualification filed herewith as "Exhibit B" and prayed to be taken as a part of this bill. And further, that by reason of said doubt as to which estate it should be payable, the said Life Insurance Company of Virginia, before they would pay the said amount of five thousand dollars, required the said J.B.Prince, jr. to receipt the said policy of insurance both as administrator of J.B.Prince, decd., and as administrator of Martha F.Prince, decd. he did on the 3rd of July, 1903, so receipt the said policy, as will more fully appear by reference to the copy filed herewith as Exhibit C., and did then receive payment.

That the heirs at law of J.B.Prince are your complainant in his own right, and Bessie R.Prince, who is above the age of twenty one years of age. That the heirs at law of Martha F.Prince are your complainant, in his own right, Ella F. Sebrell and Bessie R.Prince, all of whom are adults.

That both the said J.B.Prince and Martha F.Prince died intestate.

Your complainant says that he is not fully satisfied as to which of the said estates the money from this said policy of insurance is payable, and he, therefore, prays of this court instruction as to the disposition he shall make of same.

In tender consideration whereof, and forasmuch as your complainant is without remedy save in a court of equity where all such matters are properly cognizable, to the end, therefore, that justice may be done all parties, he prays that J.B.Prince, jr., both in his own right, and as administrator of Martha F. Prince, decd., Ella F.Sebrell, and Bessie R.Prince, be made

parties defendants to this bill, and compelled to answer the same, though answers under oath are hereby expressly waived. That an order may be entered directing your complainant as to what disposition he shall make of the said fund, and that your Honor will grant all such farther refielf, general and special, as to equity may seem meet or the nature of the case may require.

Notice is hereby given that the court will be asked to allow your complainant a reasonable attorney's fee out of the funds of the said estate for his services in conducting this cause.

And as in duty bound &c.

May it please the court &c.

Admr. J.B.Prince,
Decd.

J.B.Prince, Jr.

J. B. Prince, p.q.

Primer. J. B's, admr.

vs. } Stat: of Rules.

Primer, M. F's, admr. etals

J. B. Prince Jr. Admr. of J. B. Prince, decd. Pltff.
vs. } In Chancery
J. B. Prince Jr. Both as Admr. of
Martha F. Prince, decd. and in his
own right, Ella F. Sebrell and
Bessie R. Prince, Defendants

1903. 18th July. Process issued to 1st. Aug. Rules.
1903. 1st. August Rules. Process returned Executed.
Bill and Exhibits filed.
Decree Nisi
1903. 2nd. August Rules. Bill taken for
Confessed and cause set
for hearing.

Prince, J.B's Administrater

vs. Decree.

Prince, M.F's Administrater et als.

****

Entered on page 34.

October 6th, 1903.

Enter this.

Robert R. Ellis J.

We consent:

J.B. Prince, Jr.
Admr. J.B.Prince, decd.

J.B. Prince, Jr.
Admr. M.F.Prince, decd.

J.B. Prince, Jr., in his own right,
Ella F. Sebrell, and Bessie R. Prince,
By W.J.Sebrell, Attorney.

J.B.Prince,jr., Administrator of J.B.Prince,deceased,

Vs. First Decree.

J.B.Prince,jr., both in his own right and as Administrator of Martha F.Prince,deceased, Ella F.Sebrell and Bessie R.Prince.

This day this cause came on to be heard on the Bill of complainant, and the exhibits therewith filed, the Answer of J.B.Prince,jr., filed by leave of the court, the answer of J. B.Prince, in his wen right, Ella F.Sebrell and Bessie R.Prince, this day filed by leave of the court, with general replication to all said answers, and was argued by counsel.

On consideration whereof, by consent of parties entebed in term, the court doth adjudge, order and decree that this cause be submitted to the Judge of this court for such decisions and decrees therein in vacation as might be made in term.

Copy Piste

of

Policy #3163

$5000-

J. B. Prince

"Exhibit-C"

1903. 1st. Cavy Rocks filed.
L. A. Gay C.C.

THE

LIFE INSURANCE COMPANY

No.3163

OF VIRGINIA

THE

THE LIFE INSURANCE CO.

OF VIRGINIA.

No.3163 Age 41

AMOUNT $5,000. PREMIUM $126.50

In Consideration of a Premium of One Hundred and Twenty-six 50/100 Dollars, per Annum, payable Annually, that is to say, the sum of One Hundred and Twenty-six 50/100 Dollars on each of the following days, to-wit: the 22nd January of each year during his life; the receipt of the first Annual premium of One Hundred and Twenty-six 50/100 Dollars being hereby acknowledged,

Life of J.B.Prince
Age 41 years
Amount - $5000.
Annual Premium $126.50

The Life Insurance Company of Virginia

L.L.Manry,
Agent,
Franklin, Va.

do hereby insure without participation in the profits of the Company the life of Joseph Brown Prince, of Jerusalem, Southampton Co., Virginia, for the term of his natural life, from the date hereof in the sum of Five Thousand Dollars, for the sole use and benefit of his wife, Martha F.Prince, and do promise and agree to pay to said Martha F. Prince, her heirs, Executors or assigns, on sixty days after notice and satisfactory proof of death, the said sum of Five Thousand Dollars, the balance of the year's premium, if any, and any indebtedness to the Company by the Insured or beneficiary being first deducted:

SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

1st. If payment be on account of death, then the same shall be made sixty days after notice and satisfactory proof of death shall be duly furnished the Company.

2nd. The application is a warranty of the assured, and will make the Policy void if any mis-statement be therein made; but, after the assured has paid four full annual premiums any mis-statement in said application shall be conclusively treated as true, unless the same shall have been made wilfully or with a fraudulent intent, anything in the application to the contrary notwithstanding.

3rd. Residence by the assured at any point south of the parallel of 34° North Latitude, without written permission endorsed on the Policy, and payment of such further premium as may be required, shall make the same void; but the assured may travel anywhere, and by any mode of conveyance, without affecting his rights under the same.

4th. Failure to pay premiums at the stipulated period shall make the Policy void; but if the assured has paid the full premiums for two years, he shall be entitled to a paid-up Policy for an amount equal to value determined by Company's Actuary if applied for in sixty days after lapse.

5th. Suicide within one year and five days from the date of the Policy shall make the same void.

6th. If the assured die, or receive injury so as to impair health, in consequence of a duel, or the violation, or attempted violation, of any law of any nation, State or Province, there shall be no claim under

No. 2162

THE

LIFE INSURANCE COMPANY

OF VIRGINIA

No.3163 Age 41

AMOUNT $5,000. PREMIUM $126.50

In Consideration of a Premium of One Hundred and Twenty-six 50/100 Dollars, per annum, payable Annually; that is to say, the sum of One Hundred and Twenty-six 50/100 Dollars on each of the following days, to-wit: the 22nd January of each year during his life; the receipt of the first Annual premium of One Hundred and Twenty-six 50/100 Dollars being hereby acknowledged,

Copy

The Life Insurance Company of Virginia

do hereby insure without participation in the profits of the Company the life of Joseph Brown Prince, of Jerusalem, Southampton Co., Virginia, for the term of his natural life, from the date hereof in the sum of Five Thousand Dollars, for the sole use and benefit of his wife, Martha F.Prince, and do promise and agree to pay to said Martha F. Prince, her heirs, executors or assigns, on sixty days after notice and satisfactory proof of death, the said sum of Five Thousand Dollars, the balance of the year's premium, if any, and any indebtedness to the Company by the Insured or beneficiary being first deducted:

SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

1st. If payment be on account of death, then the same shall be made sixty days after notice and satisfactory proof of death shall be duly furnished the Company.

2nd. The application is a warranty of the assured, and will make the Policy void if any mis-statement be therein made; but, after the assured has paid four full annual premiums any mis-statement in said application shall be conclusively treated as true, unless the same shall have been made wilfully or with a fraudulent intent, anything in the application to the contrary notwithstanding.

3rd. Residence by the assured at any point south of the latitude of 34° North Latitude, without written permission endorsed on the Policy, and payment of such further premium as may be required, shall make the same void; but the assured may travel anywhere, and by any mode of conveyance, without affecting his rights under the same.

4th. Failure to pay premiums at the stipulated period shall make the Policy void; but if the assured has paid the full premiums for two years, he shall be entitled to a paid-up Policy for an amount equal to value determined by Company's Actuary if applied for in sixty days after lapse.

5th. Suicide within two years and five days from the date of the Policy shall make the same void.

6th. If the assured die, or receive injury so as to impair health, in consequence of a duel, or the violation, or attempted violation, of any law of any nation, State or Province, there shall be no claim under

this Policy, but the same shall be null and void.

7th. If the assured shall, after the date of this Policy, be personally engaged in blasting, mining, submarine operations, or in the production of highly inflammable or explosive substances, or as engineer or fireman of a steam engine, or in any capacity on trains of a railroad, or in ocean or inland navigation or naval service, or engage in any military service, except in time of peace, the Policy shall be void, except when written permission is endorsed on the Policy; and such additional premium as may be required shall be paid.

8th. If the assured shall become an inebriate, the Company shall have the right to cancel this Policy; but the Company must pay, (or make tender to the holder thereof), the amount of the surrender value of the Policy, as determined by its tables at the time of declaring the cancellation, and should he then refuse to surrender the Policy it shall be void.

9th. On the voidance of this Policy for any cause other than a failure to pay premiums, if the same occur after the full payment of premiums for two years from its date, the holder of the Policy shall receive the surrender value of the same, according to the Company's tables. On its voidance before the payment of two annual premiums, all claim under the same shall cease.

10th. Should the assured, in writing, call the attention of the Company to any mistake made in his application, or other act or fact originating in mistake in his or her part which makes the Policy void under the above conditions, the Policy shall be held to be in force until the Company shall, by some of its officers, declare the fact of voidance, in writing, to the assured.

11th. Until premium is actually paid, and the Policy countersigned by L.L.Manry, Agent, at Franklin, Va., this Policy shall not take effect.

In Witness Whereof, the said LIFE INSURANCE COMPANY OF VIRGINIA, hath, by its President and Secretary, signed and delivered this Policy at Richmond, Virginia, this 22nd day of January, 1886.

(Signed) Jas.W.Pegram, Secretary. (Signed) Saml.B.Paul, President.

Countersigned by L.L.Manry, Agt.

ASSIGNMENT.

Richmond, Va., July 15, 1903

The foregoing is hereby certified to be a true copy of Policy #6163 for $5,000., issued on the life of Jos.Brown Prince, of Jerusalem, Southampton Co., Va., which Policy was issued January 22nd, 1886, and under which claim has been paid in full on July 3rd, 1903.

Jas W. Pegram
2nd Vice-President.

State of Virginia } To Wit
City of Richmond }

This day personally appeared before me a Notary Public for the City aforesaid, Jas W. Pegram 2nd Vice President of the Life Insurance Co of Va + made oath that the foregoing statement is true to the best of his knowledge + belief. Given under my hand this 15th day of July 1903

Isaac Heed Notary Public

(SEAL) My Commission Expires January 11th 1906

My Commission Expires January 11th 1906

RECEIPT IN FULL.

MEMORANDUM:

Received, July 3rd, 1903, of the LIFE INSURANCE COMPANY OF VIRGINIA, Five Thousand Dollars in full for all claims on the within Policy.

(Signed) J.B.Prince, Jr., Admr.of the estate of Martha F. Prince, decd, and Admr.of the estate of J.B. Prince, decd.

SURRENDER OF POLICY.

.....18.....

For a Valuable Consideration, the receipt whereof is hereby acknowledged, we surrender to the LIFE INSURANCE COMPANY OF VIRGINIA, the within Policy, No.....

.....

.....

N.B. To be signed by or for the insured and the person for whose benefit the Policy is made.

ASSIGNMENT.

.....18....

For a Valuable Consideration, the receipt whereof is hereby acknowledged, I hereby assign and transfer to.....all my right, title, and interest in and to the within Policy, No.....for.....sole use and benefit. In case of the death of said assignee before the Policy becomes due, then, in that case, it shall be payable to the heirs or assigns of.....

.....

RECEIPT IN FULL.

MEMORANDUM:

In accordance with an application bearing date on the 18th day of September, 1894, on file in the principal office of The Life Insurance Company of Virginia at Richmond, Va., herein referred to and made a part hereof, the terms of payment of the policy No.3163 in said Company on the life of Joseph B. Prince are hereby changed so as (in lieu of the covenant of said Company in said policy as at present worded to pay $5,000.00 in a single payment to the beneficiary named therein) to require said Company in case of the death of the said insured while said policy continues in force according to its terms and conditions to pay Six Thousand Dollars ($6,000.00) in six payments as follows:

One Thousand Dollars within sixty days after acceptance of satisfactory proof of the death of the insured, and

One Thousand Dollars upon every anniversary thereof until the remaining five thousand dollars shall have been paid.

It being expressly understood and agreed, however, that said policy remains unaltered in every respect except in the manner specified above. It is intended that this memorandum shall be attached to said policy as a part thereof.

In Witness Whereof, THE LIFE INSURANCE COMPANY OF VIRGINIA hath, by its President, signed and delivered this memorandum duly countersigned at Richmond, Va., this 18th day of September, 1894.

(Signed) G.A.Walker, President.

Countersigned by

Jas.W.Pegram, Secretary.

Printed. J. B's. Admr.

vs. } Exhibits A & B

Prince, M. F's Admr., et als

1903. 1st. Aug. Rules filed
L. A. Gay b.c.

J. B. PRINCE

J. B. PRINCE
Attorney & Counsellor at Law.
Courtland, Pa.

"Exhibit B"

Virginia: In the Circuit Court of Southampton County. April Term 1903.

On motion of J.B. Prince Jr. who made oath according to law, and together with "United States Fidelity & Guaranty Co". entered into and acknowledged a bond in the penalty of $6.000.00 conditioned according to law. Which bond is ordered to be recorded, certificate is granted the said J.B. Prince Jr. for obtaining letters of Administration on the Estate of M. Fannie Prince, deceased, in due form.

A Copy. Teste: D.A. Gay C.C.

Exhibit "A"

Virginia: In the Circuit Court of Southampton County. April Term 1903.

On Motion of J. B. Prince Jr. who made oath according to law, and together with "United States Fidelity & Guaranty Co." entered into and acknowledged a bond in the penalty of $40.000.00 conditioned according to law. Which bond is ordered to be recorded. Certificate is granted the said J. B. Prince Jr. for obtaining Letters of Administration on the estate of J. B. Prince, deceased, in due form.

A copy. Teste: L. A. Gay C.C.

To J. B. Prince, Jr., administrator of J. B. Prince, deceased:

You are hereby notified that on the 23rd. day of October 1903, nat the office of E. F. Story in the town of Courtland, Va., between the hours of 11 o'clock, A.M. and 3 o'clock, P. M. of that day, we shall proceed to take the depositions of Thos. E. Sebrell and others, to be read as evidence in our behalf in a certain suit in equity depending in the Circuit Court for the county of Southampton, wherein you are plaintiff and we are defendants, and if from any cause the taking of the said depositions be not commenced, or if commenced, be not concluded on that day, the taking thereof will be adjourned from day to day, at the same place and between the same hours, until the same shall be completed.

Your obedient servants,

Ella F. Sebrell,
Bessie R. Prince,
J. B. Prince Jr., in his own right
& as adm'r. of W. F. Prince, dec'd.
By Counsel.

The deposition of T. E. Sebrell, taken before me, E. Frank Story, a commissioner in chancery for the Circuit Court of Southampton County, Virginia, pursuant to notice hereto annexed, at my office in Courtland Southampton County, Virginia, on the 23rd. day of October 1903, between the hours of 11 o'clock ~~and 3 o'cle~~ A. M. and 3 o'clock P. M., to be read as evidence in behalf of the defendants in a certain suit in equity, depending in the Circuit Court for the County of Southampton, Virginia, wherein J. B. Prince, Jr., both in his own right and as Administrator of Martha F. Prince, deceased, Ella F. Sebrell and Bessie R. Prince are defendants and J. B. Prince, Jr., Administrator of J. B. Prince, deceased is plaintiff.

Present - W. J. Sebrell, Attorney for the defendants;

J. B. Prince, Jr., Administrator &c.

The witness, T. E. Sebrell, being duly sworn, deposes as follows:

Q. What is your name, age, residence and occupation ?

A. T. E. Sebrell, firty-four, Norfolk, Virginia, general agent for the Union Centrel Life Insurance Company.

Q. Do you know the parties to this suit.

A. I do. One of the defendants, Ella F. Sebrell, is my wife and is the daughter of Martha F. Prince, deceased.

Q. Please state whether you had any conversation or conversations with the late Judge J. B. Prince prior to his death and since the issuance of the insurance policy in question and the death of his wife, Martha F. Prince, in which he made any statements concerning the said policy; and if so, state the circumstances under which ~~said~~ such conversation or conversations were had and what he then said in regard to the said policy ?

A. It was the year after the death of his wife, [redacted], Martha F. Prince, I was at the home of Judge J. B.

Prince, and on his front porch, in the presence of his daughter, Bessie Prince, my wife, and myself, he remarked that he had a policy on his life in the Life Insurance Company of Virginia, which he had changed so as to pay ' you all ' one thousand dollars each year for six years, and this money would keep the wolf from the door for six years anyway.

Since the conversation above, I wrote his application for ten thousand dollars in the Mutual Life Insurance Company, and when I came to the question as to who he wished to make his beneficiary for this new policy - he answered that he had then policies in the Union Central, New York Life and Life Insurance Company of Virginia, for the benefit of his family and he wished this Mutual Life policy made payable to his estate, which was done and so paid.

Q. Did you have any coversation with the late Judge J. B. Prince pror to his death in which he expressed any purpose or intention of making some provision for his step-daughter, Ella F. Sebrell, along with other members of his family after his death, and if so state what were his statements in that regard and the circumstances under which they were made ?

A. Several years ago when Judge Prince paid to me, for my wife, Ella F. Sebrell, who was a daughter of Martha F. Prince by a former marriage, one half of certain funds he had received from the estate of my wife's father, he did say that he would make a further provision for her at his death.

And further this deponant saith not.

Thos E. Sebrell :

Commissioner's fee:

$5.00

176

Prince, I.B.'s Admr.,

vs { Answer of I.B. Prince in his own right, Ella F. Sebrell & Bessie R. Prince.

Prince, M.F.'s Admr. et als.

W. J. SEBRELL,
ATTORNEY-AT-LAW,
COURTLAND, VA.

Everett Waddey Co., Stationers and Printers, Richmond, Va.

The Answer of J.B.Prince,jr., Administrator of Martha F.Prince, decd., to a Bill in Equity Exhibited against him and Others in the Circuit Court of the County of Southampton by J.B.Prince, jr., Administrator of J.B.Prince, decd.

This respondent now and at all times saving and reserving to himself the benefit of all just expeptions which might be taken to the allegations of the said bill for answer thereto, or to so much thereof as this reppondent is advised it is material to answer, answers and says:

That he believes the statements contained in said bill are true and he unites in the request for the instruction of this honorable court prayed for in plaintiff's bill. That as stated in said bill the fund in question was paid to the said J.B.Prince,jr., both as the administrator of J.B.Prince,decd., and and as administrator of Martha F.Prince,decd., and that the said J.B.Prince,jr., as admr. of Martha F. Prince, decd. while being of the opinion that the said fund was payable to the estate of Martha F.Prince,decd., yet, as the administrator of J.B.Prince,decd., he instituted this suit to avoid future contention in the premises and to satisfy all parties interested in the proceeds of the insurance policy in question. That being still of the opinion that the said fund is payable to the estate of said Martha F.Prince, he most respectfully prays as the administrator of the said Martha F.Prince,decd that your Honor will enter an order directing the said fund to be paid to the administrator of her estate. That your respondent humbly submits himself to the decree of this honorable court concerning the disposition of the said fund. And now having fully answered he prays to be hence dismissed with his reasonable cost in this behalf expended &c.

J.B.Prince Jr

Admr. Martha F.Prince,decd.

The answer of J. B. Prince, Jr., in his own right, Ella F. Sebrell, and Bessie R. Prince to a bill in Equity exhibited against them and others in the Circuit court of Southampton County by J. B. Prince, Jr., administrator of J. B. Prince, dec'd.

These respondents, now and at all times saving and reserving to themselves the benefit of all just exceptions to the said bill, for answer thereto or to so much thereof as they are advised it is material that they should answer, answer and say:

That they believe that the statements contained in the said bill are substantially true and correct. That, as stated in the said bill, they are the heirs-at-law of Martha F. Prince dec'd., and that, as such, they believe that they are justly entitled to the money from the insurance policy mentioned in the said bill.

That, moreover, they are satisfied from the said insurance policy and the light of the surrounding circumstances, and, also, from statements of the said J. B. Prince, the insured, made since the issuance of the said policy and prior to his death, that it was his intention that the proceeds from the said policy of insurance should go to your respondents, the children of the said Martha F. Prince, dec'd., in the event of her death, and your respondents are advised that, under the law, the intention of the said J. B. Prince, the insured, in this regard, should be considered in the determination of the question at issue in this suit.

Your respondents, therefore, feel that they are warranted by the law and the facts and circumstances of the case, and by right and justice, in praying that the said intention of the said J. B. Prince, the insured, be carried into effect, and that Your Honor will accordingly enter an order directing that the proceeds from the said policy of insurance be paid to your respondents.

The respondents deny all fraud, unlawful combination

and confederacy; and having fully answered the complainant's bill, pray to be hence dismissed with their reasonable costs in this behalf expended, and they will ever pray &c.

And notice is hereby given that the Court will be asked to allow a reasonable attorney's fee to the attorney for the defendants for his services in this suit.

May it please the Court &c.

W. J. DeBrell, p.d.

Prince J. B's Admr.

vs. } Heirs of Jas Tolate

Prince M. F's Admr

Parmer J.B's Admr.

vs. } Interrogs to date. (L A Gay)

Parmer M.F's Admr.

Summons 25. 3 copies 39. receipt 18. atty. 10. Docket 18= 1.10

Notice 1.00. Interrogatories 35. file. bill 15. Bond. Ex 15= 1.65

Def. 2 answers 30. replication 15. Copies Ex. 500 95

1 decree 36. Take evidence. 40= 76

Oct. 24th. 1903. 5/21/1904 Ord by J.B. Primer admr. L. A. Gay $4.46

Thanks L.A.Gay

Note: L. A. Gay b.b.

Mch 21 - Docket - 25. filing report 15

decree 36 - filing away papers 25 -

Paid - B F Mc Bee 1.01

" Atty fee - J.B.P 1.6.50

Please receipt & return $21.97

Prince, J. B. Jr. Admr.

vs. } Decree

Prince, Maria H, Admr. et als

In vacation on the
13, day of February, 1909

Enter this -

Entered:
C.O.B. f. E.

To the Clerk of the Circuit Court
of Amelia County, Virginia.

And the said J.B. Prince, Jr., administrator, will make
report to this court.

VIRGINIA, IN VACATION, IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, FEBRUARY 3th, 1904.

=======0=======

J.B.Prince, jr., Administrator of J.B.Prince,deceased,

vs.

J.B.Prince, jr., both in his own right and as the Administrator of Martha F.Prince,deceased, Ella F.Sebrell and Bessie R.Prince.

=======0=======

This day this cause,which by previous decree has been submitted to the Judge of this court, for such decisions and decrees therein in vacation, as might be made in term, came on to be heard on the papers formerly read, upon depositions of witnesses taken pursuant to notice thereof on the 23rd day of October, 1903, and was argued by counsel.

On consideration whereof, the court doth decide that the proceeds from the insurance policy in question are personal estate in the hands of J.B.Prince, jr., administrator of Martha F.Prince,deceased, and that after the payment of her debts, pass, under the statute of distributions, to J.B.Prince,deceased, as the heir at law of his wife, Martha F.Prince,deceased, and he being now dead, to his administrator, and that same is subject to the debts of J.B.Prince,deceased, as other personal property in the hands of said administrator.

The court doth also adjudge order and decree that J.B. Prince, jr., administrator of Martha F.Prince, deceased, pay to Mess. McLemore & Corbitt, counsel for the estate of J.B. Prince,deceased, a fee of one hundred and twenty five dollars, for their services in this cause, and that he pay to J.B.Prince, jr., ~~and~~ Counsel for J.B.Prince Administrator J.B.Prince dec'd ~~attorney for his services in bringing this suit and pre-~~ a fee of fifty dollars for instituting this suit and to ~~paring papers in the same a fee of one hundred and twenty five dollars, and that he pay to~~ W.J.Sebrell, counsel representing the administrator ~~children~~ of Martha F.Prince, deceased, ~~who are defendants in this cause~~, the sum of one hundred ~~and twenty~~ twenty five dollars, for ~~his~~ their services in this cause.

And the said J.B.Prince, jr., administrator, will make report to this court.

Robert R. Ellis

To the Clerk of the Circuit Court
of Southampton County, Virginia.

Received, May 29th, 1904, of Joseph B. Prince, jr., Administrator of Martha F. Prince, deceased, the sum of one hundred and twenty-five dollars, for my fee allowed by court in the chancery suit of Prince, J.B.'s Admr. vs. Prince, M.F.'s Admr. et als.

$125.00

Jas. L. W. Symore

Prince J.B's Admr.

vs. } Report

Prince, M.F's Admr.

et als.-

RECEIVED May 31st 1904, OF JOSEPH B.PRINCE, ADMINISTRATOR OF M.F.PRINCE,DECEASED, THE SUM OF Three thousand two hundred eight one and 93/100 DOLLARS, ACCORDING TO THE TERMS OF A DECREE OF THE CIRCUIT COURT FOR SOUTHAMPTON COUNTY, ENTERED ON THE 13TH DAY OF FEBY.,1904, IN THE CHANCERY SUIT OF PRINCE, J.B's ADMINISTRATOR VS. PRINCE, M.F.'s ADMINISTRATOR ET ALS.

$3261.93

Joseph B Prince, Jr.
ADMINISTRATOR OF J.B.PRINCE,DECEASED.

Prince, J.B's Administrator,

vs. Report of J.B.Prince, jr., administrator of M.F. Prince, deceased.

Prince, M.F's Administrator.

To the Circuit Court for the County of Southampton:-

Pursuant to a decree of this honorable court, entered on the 13th day of February, 1904, in the above styled cause, the undersigned, J.B.Prince, jr., administrator of M.F.Prince, deceased, begs to report that after the payment of the attorney's fees as directed by the above mentioned decree, and the outstanding debts against the estate of M.F.Prince, deceased, he has paid of the $5000.00 in his hands as Admr. of M.F.Prince the balance to himself as administrator of J.B.Prince, deceased, as will more fully appear from his receipt filed herewith.

The administrator reports that the attorney's receipts, and vouches for other debts paid are not filed herewith because he had to use them in making out his accounts before the Commissioner of Accounts for the Circuit Court.

Respectfully submitted,

Joseph B Prince

Administrator of M.F.Prince, decd.

I duly acknowledge due and legal service of the within process.

J. B. Prince, Admr. M. F. Price, Admr.
Ella F. Bickell, Ant. Bennie R. Prince,
By Wm. Abrile, their attorney.

Prince admr. &c.

vs

Prince, admr. et als.

1903. 1st Aug. Rules
bis. bl.

J. B. Prince Jr.
Admr.

The Commonwealth of Virginia.

TO THE SHERIFF OF SOUTHAMPTON COUNTY—GREETING:

We command that you summon J. B. Priman Jr. Both as Admr. of Martha F. Priman, dec'd, and in his own right, and Ella F. Sabrell and Francis R. Priman

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the 1st Monday in Aug. 1903 next, to answer a Bill in Chancery exhibited against them in our said Court by J. B. Priman Jr. Admr. of J. B. Priman dec'd

And this they shall in no wise omit under penalty of law. And have then there this writ.

WITNESS, L. A. GAY, Clerk of our said Court, at the Courthouse, this 15th day of July, 1903, in the 128 year of the Commonwealth.

Teste: L. A. Gay C. C.

1904

Prince, J.B's Admr.,

vs. Easton Decree.

Prince, M.F's Admr. et als.

Circuit Court of Southampton County, July 18, 1904.

Enter this,

Robert R. Prentis

Entered

p. 88. C.O.B.

J.B.Prince, jr., Administrator of J.B.Prince, deceased,

vs.

J.B.Prince,jr., both in his own right, and as the administrator of M.F.Prince, deceased, Ella F.Sebrell and Bessie R.Prince.

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This day this cause came on to be heard on the papers formerly read and the report of Joseph B.Prince, jr., administrator of M.F.Prince, deceased, ~~endorsed~~ filed May 31st ,1904,~~.~~ and was argued by counsel.

On consideration whereof, it appearing from the said report of Joseph B.Prince, jr., administrator as aforesaid, that after the payments of the debts against the estate of M.F.Prince, deceased, there was a balance in his hands of $328.63, which balance he has paid to himself as administrator of J.B.Prince, deceased, it is ordered that this cause be removed from the docket,the object thereof being fully accomplished.