

1917-026 Charany Causes: W. E. Howle, for & C vs. A. B. Stoll, W. P. Wilson & 263

Isle of Wight County

Seroy L. Velines

other surnames: [Mutual
Benefit Association of Virginia]
Vellines

W.B. Howle
who sues re
vs

A.B. Stott. Pres.
ident et al

Bill

VIRGINIA: CLERKS OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT

Apr 18 1917
Filed
Teste Al Johnson Clerk.

1st. May rules 1917
Sum returned executed
Decree nisi

2nd May rules 1917
Defendants not ap-
pearing Case set for
hearing

That A.B.Stott, the President of the said Association is a half-brother of the insured, and that W.P.Wilson, the Treasurer is a near relative by marriage. In tender consideration whereof, and forasmuch as your complainants are remediless, save in a court of equity, where such matters are properly cognizable, he prays that A.B.Stott, President, W.P.Wilson, Treasurer and LeRoy L.Velines, may be made parties defendant to this bill, and required to answer the same, but not under oath, that process be issued, and an injunction granted enjoining and restraining A.B.Stott, President from executing an order on the Treasurer of the Mutual Benefit Association of Virginia for the payment of the claim of said LeRoy L.Velines, and that the Treasurer of said Association, W.P.Wilson, be enjoined and restrained from paying said claim, or any part thereof, until the further of the Court.

And your orator will ever pray, &c..

W.E. Howle.

State of Virginia,

City of Richmond, to;wit:-

This day personally appeared before me, M.E.Rear-
don, a Notary Public for the City of Richmond, State of Virginia,
W.E.Howle, and made oath that the statements made in the foregoing
bill, so far as made of his own knowledge, are true, and so far as
made on information derived from others, he believes to be true.

Given under my hand this 16th day of April, 1917.

M. E. Reardon,

Notary Public,

Treasurer sent by mail to each member, including said LeRoy L. Velines, a copy of said resolution, and calling upon him and others to make payment thereof as requested by the By-laws, a copy of which is herewith filed marked "Exhibit No. 2."; that said LeRoy L. Velines paid no attention to said notice, and three other notices were sent by mail to him, in an official envelope of the Secretary of said Association, properly stamped, addressed to his Post-Office address; that during the latter part of February, ^{1917,} another notice was sent to the said LeRoy L. Velines, calling his attention to his failure to pay his assessment, and that on the night of the 6th of March, 1917, your complainant learned that the dwelling of the insured, together with the furniture therein, had been destroyed by fire, and that on the 6th of March, 1917, your complainant received by mail a check from the insured, for the amount of the assessment which he, your complainant, delivered in person to W.P. Wilson, Treasurer, on the 7th day of March, 1917, who, upon examination thereof found the check to be dated March 9th, 1917, and refused to accept the same.

That in obedience to the By-laws, a meeting of the Board of Directors was called on April 11, 1917, at the Court-House to consider the claim of said LeRoy L. Velines against said Association for the amount of his insurance on the destroyed property. Only six of the Board of Directors were present- three of the Directors of the Newport District being absent. After a meagre hearing of the matter the Board directed a warrant to be drawn on the Treasurer for the amount of his policies. In this, your complainant respectfully submits that he and other members of the said Association have been grievously wronged. That the said insured had by reason of his failure to pay the assessment made against him, forfeited all rights and privileges under said policy, and was not entitled to any of the benefits thereof.

VIRGINIA:-

TO THE HONORABLE B. J. WHITE, JUDGE of the CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

Humbly complaining your complainant, W.E. Howle, who sues for himself and all other members of The MUTUAL BENEFIT ASSOCIATION of VIRGINIA, Isle of Wight Division, shows unto YOUR HONOR, the following case:

The said Association is a corporation duly chartered under the laws of this State; that it does a general insurance business in the County of Isle of Wight; that the terms and conditions under which policies are issued will more fully appear by the copy of policy herewith filed marked "Exhibit No. 1", and prayed to be taken and read as a part of this bill.

That Leroy L. Velines, a resident of said Isle of Wight County, did sometime heretofore join said Association, and made application for and received insurance on his dwelling house situated at Raynor Post-Office, Isle of Wight County in the sum of Fifteen Hundred Dollars, and on personal property, therein contained, in the sum of Five Hundred Dollars; that said insurance was issued upon condition that the insured would abide by and faithfully perform each and every requirement of said Association as contained in said policy and the By-laws of said Association.

The Association is a mutual organization, and at the regular annual meeting held at the Court-House for Isle of Wight County on May 25, 1916, it was determined to make an assessment of one-half of one per centum on the first day of November next, payable on or before January 1st, 1917, as will appear from a printed extract from said meeting, a copy of which is hereto attached, and made a part of this bill. That a copy of said circular was sent to each member of the Association. That on the 16th day of October, 1916, at a semi-annual meeting of said Association, this assessment of one-half of one per centum on the amount insured was ordered, and on the first day of November 1916, in obedience thereto the

W.E. Kewels et al
n of Chancery
C. P. Stott et al

Subpoena

VIRGINIA: CLERKS OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT

4/21

1917

Returned & Filed

Teste,

A. Johnson Clerk.

COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF THE COUNTY OF ISLE OF WIGHT, GREETING:

We command you that you summon A. B. Stott, president, and W. P. Wilson, treasurer of the Mutual Benefit Association of Virginia, and Leroy L. Vellines, to appear at the Clerk's Office of the Circuit Court of the County of Isle of Wight, Virginia, on the first Monday in May, 1917, (1st. May Rules of said Court) to answer a bill in chancery exhibited against them by W. E. Howle. And have then and there this writ.

Witness, A. S. Johnson, Clerk of said Court, at the Court-house, this 18th. day of April, 1917.

Teste, A. S. Johnson Clerk.

An injunction has been granted in the above styled suit, enjoining and restraining the said A. B. Stott, president, and W. P. Wilson, treasurer of the Mutual Benefit Association of Virginia, in Isle of Wight County, from executing an order for, and from paying or allowing to be paid a claim made by Leroy L. Vellines for \$2000. or any part thereof on account of a loss by fire under a policy held by him in said Association on his dwelling house and furniture, which order will expire on the 5th. day of June, 1917 unless then enlarged.

The bond required by the injunction order has been executed.

Teste, A. S. Johnson Clerk.

The within Injunction order and summons was duly executed in the County of Isle Of Wight this the 19th day of April 1917, by serving a true copy of the same on Leroy L. Vellines and A. B. Stott president, and W. P. Wilson treasure of the Mutual Benefit Association of Virginia, in person.

P. Augustus Edwards
Sheriff Isle Of Wight Co.

stiff shall enter into bond, with
sufficient surety, before the
Clerk of this Court, in the penalty
of \$100, conditioned according
to law.

Beverly J. Grump
Judge of the Law &
Equity Court of the
City of Richmond
April 16th 1917

To

The Clerk of the Circuit
Court of Isle of Wight County
in vacation of said Court.

W. P. Howle
who sues vs

vs
A. B. Watt, pres
et al

Exposition Order

W. E. Howle who sues &
vs

A. B. Stott, president and
W. P. Wilson Treasurer of
the Mutual Benefit Association
of Virginia, and Leroy S. Velines

Up on reading the bill verified by
affidavit, and the exhibits therewith
this day presented to me, it is
ordered, in vacation of the Circuit
Court of Isle of Wight County, that
A. B. Stott president, and W. P.
Wilson Treasurer of the Mutual
Benefit Association of Virginia
in Isle of Wight County be
enjoined and restrained from
executing an order for and from
paying or allowing to be paid
a claim made by Leroy S. Velines
for \$2000 or any part thereof
on account of a loss by fire
under ~~these~~ ^{a contract} receipts held by
him in said Association on
his dwelling house and furniture.
This injunction shall expire on the
5th day of June 1917 unless then
enlarged or earlier disposed of.
But before having the benefit
of this injunction the said plain-

Howls etc
n of Cy 263
Stott et al

Over July
10/1917 2

C. v. B. #7
page 424

VIRGINIA: CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

W. E. Howle, who sues for himself, and all other members of the Mutual Benefit Association of Virginia, Isle of Wight Division vs) Chancery. No. 263.

A. B. Stott, President, and W. P. Wilson, Treasurer of the Mutual Benefit Association of Virginia, and Leroy L. Vellines.

This cause, in which it appears, from a statement made in open court, by the complainant, satisfactory adjustment has been made, and there is no further need for this suit to remain upon the docket, it is adjudged, ordered and decreed that the same be, and is, hereby, dismissed.

W E Howle etc

W J Chancery

A B Stott et al

Memo

VIRGINIA: CLERKS OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT

Apr 10

Filed

Teste,

W E Howle

Clerk.

W. E. Howle, who sues &c

vs) Chancery

A. B. Stott, president, and W. P. Wilson, treasurer of the Mutual Benefit Association of Virginia, and Leroy L. Vellines.

Issue summons for defendants to answer complainant a bill in chancery filed by him against them, on the first Monday in May, 1917.

W E Howle -

To the Clerk of the Circuit
Court of the County of Isle of
Wight.

Exhibit No. 1
Horse
No. 1
No. 1

THE
MUTUAL BENEFIT
ASSOCIATION

OF
VIRGINIA.

Date, ... 19
Name
County
Payable at the office of Secretary and Treas.
of ISLE OF WIGHT DIVISION.
P. O. Address
Kind of Property

TO THE MEMBERS.

1. If you sell your property, do not fail to give immediate notice to the Treasurer of your County Association.
2. If you insure cotton, tobacco, or any other goods in a building insured in this Company, you should at once give notice to the Treasurer, lest you should receive a call on said building while you were not being protected. Remember that you are only suspended, and that your insurance begins as soon as the other is out; hence you should always state when your policy on cotton or tobacco and like goods expires.
3. Only the General Agent can transfer fees to other property or other persons.
4. Remember that you are a member, and that it is your privilege, as well as your duty, to call the attention of the General Agent or the Director to any property that may be insured too high.
5. You have paid only your fees that are for the running expenses of the Company on entering, and might receive a call before this policy is returned. Though such a thing has never yet happened, it will doubtless occur in the process of time. You might burn before the policy is signed by the President, yet you would be protected.
6. Experience has taught other companies of this kind that fires do not come singly, but in groups; but, when averaged up, of course they must fall much below the cost of a company run for profit, else how could they run? No company of this kind has ever cost as much in one year, no odds how unfortunate, as a capital company.
7. If you find defects in the Company, remember that it is your Company, and that, should it fail, capitalists will be well pleased, and that they will help you talk it down, and there is no better way to kill anything than to talk it down. Do not talk against the Company, but proceed at once to correct the evil by electing a good Board of Directors, who will improve the By-Laws.
8. Remember when you get a call that some one is in distress, and, were you the loser, you would want your money at once; and, while it may be an annoyance to pay the small assessment, it would be a very serious matter to you were you out of doors with a helpless, homeless family; hence the General Agent must execute the law rigidly against delinquents. Your portion will be small at most, and, as this Company is run for protection only, you need not expect leniency in case you are neglectful. You have thirty days, which is abundant time to attend to so small a matter.
9. The General Agent or the Director may at any time lower the amount on this Policy, but you are insured for the full amount on this Policy until you receive notice that it has been reduced, after which you will be protected as indicated by your call cards and the Agent's books. All fees collected on applications and not approved by a Director, will be refunded by the Agent. No fees will be refunded after the application has been approved by a Director.
10. If you change your address, and fail to notify the General Agent, the Company will not be responsible for communications that fail to reach you.
11. If additional insurance be taken on the within-described property without the consent of the President and Directors of this Division, this Policy is null and void, all of which is hereby agreed to by the insured.

ASSIGNMENT OF INTEREST BY INSURED.

The interest of....., as owner of property covered
by this Policy, is hereby assigned to....., subject
to the consent of the President of this ISLE OF WIGHT DIVISION.

.....
(Signature of the Insured.)

Dated....., 19

NOTE.—To secure mortgagees, if desired, the Policy should be made payable on its face to such mortgagee, as follows:
“Loss, if any, payable to mortgagee.”

CONSENT TO ASSIGNMENT OF INTEREST.

I hereby consent that the interest of....., as owner of
property covered by this Policy, be assigned to.....

.....SECY.

.....PRESIDENT.

(Signature for Association.)

Dated.....19



"Honesty, Energy, and Wisdom Never Fail."

No. A

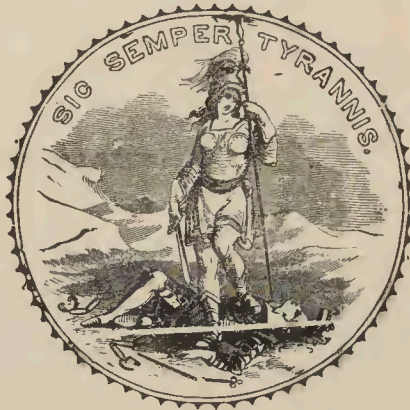
POLICY

OF

The Mutual Benefit Association

OF

VIRGINIA.



This Agreement, this day entered into between

(who is called the insured), and the ISLE OF WIGHT DIVISION of The Mutual Benefit Association of Virginia, for the County of Isle of Wight, State of Virginia, Whereby it is agreed:

1. That the insured shall bear pro rata portion of all expenses and loss sustained by the members of this ISLE OF WIGHT DIVISION on account of loss or damage of property that has been assigned to this ISLE OF WIGHT DIVISION, by fire, lightning, or wind-storm of any description. Likewise the said Association shall pay to the insured, within thirty days after the Treasurer has received notice, all damages to the property described below (provided the amount of insurance herein specified shall equal such loss) by fire, lightning, or wind-storm of any description.
2. This Association shall not, in case of loss of property of the insured, claim any credit for stones, bricks, or other indestructible materials after a fire. This Association shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, proper deduction for depreciation, however caused, and shall in no event exceed what it will cost the insured to repair or replace the same with material of like kind and quality.
3. Either the insured or the Association may at any time be released from the obligations of this policy, by giving the other thirty days' notice of such intention, but the insured and the Association shall both be bound until noon of the thirtieth day of such notice.
4. That if at any time there shall be a change of title or ownership of the within-described property, the obligations of the insured and the Association shall at once cease.
5. This policy shall remain in force until such a time as it may be cancelled, either by the insured or the Association, as provided in this Policy or the By-Laws of this Association.
6. That should the insured neglect to pay any assessment to meet the loss of property of any member of the ISLE OF WIGHT DIVISION, that at noon of the thirtieth day after the Agent's notices have been issued the liability of this Association shall cease until such a time as the insured be again restored to membership in the Association; but the Treasurer shall collect the last assessment, it being the premium for past protection.
7. That the insured shall take out no additional insurance in any other company, either on the within-described property or goods within these buildings, unless the President, Agent, and the Director of the township wherein the property is located consent to same.
8. That the Association shall not be responsible for any loss or damage to the within property if the insured have, directly or indirectly and intentionally, caused such loss or damage.
9. That both the Association and the insured shall be governed by the By-Laws of this Association.
10. That this Association shall not be released from any obligation in case of loss or damage because of liens, mortgages, or defective titles to property, but, when it shall appear that the insured is not the rightful or legal owner of the within property, then shall the insurance, or such part of same as may not belong to the insured, be paid to the proper owner.
11. That the members of this Association holding policies of insurance in any County Division organized and operating under the provisions of the Charter of this Association shall be responsible and liable only for such losses, expenses, and debts as may occur and accrue within the confines of any such County Division; and beyond this there shall be no further liability against the members of any such County Division, nor against any of the property embraced in their policies and insurance—that is to say, that the members of such County Division shall not be liable and responsible for any of the losses, expenses, and debts of any other County Division, or members of this Association, wheresoever situated.

In Consideration of the above, the insured does, on the day of, in the year, at 12 o'clock noon, become a member of said Association, assigning to the same the following-described property:

No. 1.....house, located.....
 made of.....roof of.....with.....rooms.....veranda.....porch.....condition, insured for \$.....
 No. 2.....house, located.....
 made of.....roof of.....with.....rooms.....veranda.....porch.....condition, insured for \$.....
 No. 3.....house, located.....
 made of.....roof of.....with.....rooms.....veranda.....porch.....condition, insured for \$.....
 No. 4.....house, located.....
 made of.....roof of.....with.....rooms.....veranda.....porch.....condition, insured for \$.....
 No. 5.....house, located.....
 made of.....roof of.....with.....rooms.....veranda.....porch.....condition, insured for \$.....
 No. 6.....house, located.....
 made of.....roof of.....with.....rooms.....veranda.....porch.....condition, insured for \$.....
piano, \$.....; organ, \$....., and all household goods within House No....., including kitchen furniture,
 beds and bedding, wearing apparel, carpets, books, paintings, &c., and all goods usual in dwellings. Insured for.....\$.....

No. 1.....barn, located.....wide.....long.....high.....roof, insured for \$.....
 No. 2.....barn, located.....wide.....long.....high.....roof, insured for \$.....
 No. 3.....barn, located.....wide.....long.....high.....roof, insured for \$.....
 No. 1.....crib, located.....wide.....long.....high.....roof, insured for \$.....
 No. 2.....crib, located.....wide.....long.....high.....roof, insured for \$.....
 And all farming utensils within Barn No....., including { binders, reapers, mowers, gearing, plows, harrows, saddles, buggies,
 wagons, and things usually stored in barns and houses, insured for \$.....
horse.....in Barn No.....valued at \$.....insured for \$.....
horse.....in Barn No.....valued at \$.....insured for \$.....
mule.....in Barn No.....valued at \$.....insured for \$.....
cattle.....in Barn No.....valued at \$.....insured for \$.....
cow.....in Barn No.....valued at \$.....insured for \$.....

Total amount insured, ...\$.....

Have you or any one else other insurance on the above-described property?.....If so, for what amount?.....And in what company?.....

Is the above property encumbered?.....If so, for what amount? \$.....

Pres't.

Dist. Ag't.

Ins.

Exhibit No 2

Howe & Co

7 of Chancery

Stott & Co

Annual Report of the Mutual Benefit Fire Insurance Association, Isle of Wight Division, for year ending May 25, 1916.

The annual meeting of this Association was held at the Courthouse, May 25th, 1916. The secretary reported that the Association had had the most prosperous year in the history of the organization. It has grown largely in membership and has had very few losses, either by fire or cancellation.

Policies cancelled were Mrs. Annie A. Vellines, \$600.00; Curtis Pitman, \$500.00, and C. H. Beaton for \$100.00, total, cancelled, \$1,200.00.

New policies to the amount of \$94,068.00 have been issued, and this does not include some policies on peanuts which were cancelled when the peanuts were sold.

We have had two small fires during the year, one, Mr. D. J. Johnson for \$21.00, the other, Capt. Joe Tennis, \$15.65; both of these were promptly paid.

Our books show that we have policies on property amounting to \$319,828.00, besides two small policies which have been received since the annual report was presented.

The expenses reported by the treasurer paid since the semi-annual meeting in October, were \$5.00 for revenue stamps, and \$10.07 for postage.

Cash paid in by agents amounting to \$194.39 received

The treasurer's report shows that he has now on hand to the credit of the Association, \$1,502.85.

Our agents have done excellent work during the past year, and we hope the next annual meeting will show as many, if not more, new members. Special mention should be made of the work of two of our agents, Messrs. J. S. Gale and W. M. Beale. The books show that Mr. Gale has sent in applications amounting to \$67,200.00, and Mr. Beale \$20,500.00. Our other agents, Messrs. Davis, Lyon and Eley, have all done good work.

It is very encouraging to note that a great many of our most prominent citizens who carried insurance in the old line companies are making application to this Association as fast as their old line policies expire.

The following officers were elected for the ensuing term: Mr. A. B. Stott, President; Hon. T. B. Wright, Vice President; Mr. William Pegram Wilson, Treasurer; Hon. W. E. Howle, Secretary.

The entire Board of Directors and District Agents were re-elected.

The following preambles and resolutions were unanimously adopted:

1. Whereas, There are a great many citizens of our county who would like to insure in this Association if they could carry as much as \$3,000.00; and, Whereas, we have, up to this time, limited the amount of any one risk to \$2,000.00, they do not choose to carry insurance in more than one company. Therefore, be it—

Resolved, That we raise the amount of risk to be carried on any one piece of property from \$2,000.00 to \$3,000.00, this to take effect at once, and the agents so notified.

2. Whereas, We have decided that it will be better for the Association to raise the insurance risks by above resolution, we deem it expedient that we should carry not less than \$3,000.00 in our treasury as a reserve fund, so as to be able, in case of a fire, to pay up in full at once, believing that a member who has, unfortunately, been burned out of house and home should not be required to wait sixty days, or until we make an assessment, before he receives his insurance money with which to rebuild. Therefore be it—

Resolved, That we make an assessment of one-half of one per cent on the first day of next November, payable on or before January 1, 1917.

The secretary wishes to call to the attention of the members that we have not made an assessment since November, 1914, which shows that the cost of insurance in this Association has not been more than one-fourth of one per cent per annum, proving conclusively that this is the cheapest, as well as the safest, fire insurance in the State.

Moved and carried, That the treasurer be instructed to deposit in some bank, at interest, such amount as he may hold, with the exception of enough to pay current expenses and any small fire loss that may occur.

Moved and carried, That the secretary have as many copies of the proceedings of this annual meeting printed as he may require, and to mail a copy to each member of this Association, and draw on the treasurer for sufficient money to pay for printing and postage.

No further business, the Association adjourned to meet some date in October, or at the call of the president.

Respectfully submitted,

W. E. HOWLE, Secretary.

N. B.  Read this carefully and then hand it to your neighbor.

OFFICE OF W. P. WILSON

Treasurer of the Isle of Wight Division of the

Mutual Benefit Fire Insurance Association of Virginia.

Rushmere, Va., Nov. 1, 1916.

M.....

DEAR. SIR:—At the semi-annual meeting of this Association held at Isle of Wight Court House, Oct. 19th, 1916, it was ordered that an assessment of one-half of one per cent. be made Nov. 1st, 1916, to enlarge the amount in the treasury, so as to have enough cash on hand to be able to pay any loss that may occur before our next annual meeting, without having to wait for an assessment, as we have enlarged our risk from two thousand to three thousand dollars.

The assessment on your policy for \$..... at one-half of one per cent. is Dollars and Cents.

You are hereby notified to pay the same within sixty day of this notice. Failure to pay same will forfeit your Policy in this Association.

Send Check, P. O. Order, Stamps or Money in Registered Letter to W. P. Wilson, Treasurer, Rushmere, Va., in enclosed envelope, with attached receipt.

W. P. WILSON, Treasurer.

RECEIPT.

\$.....

RUSHMERE, VA., Nov. 1, 1916.

Mr.

P. O. Dr.

To the Treasurer of the Isle of Wight Division of the

Mutual Benefit Fire Insurance Association of Virginia :

To Assessment to Enlarge Amount in Treasury.

Amount of Policy No. at one-half of one per cent.

..... Dollars and Cents.

Received payment.

....., Treasurer.

OFFICE OF W. P. WILSON

Treasurer of the Isle of Wight Division of the

Mutual Benefit Fire Insurance Association of Virginia.

Rushmere, Va., Nov. 1, 1916.

M.....

DEAR. SIR:—At the semi-annual meeting of this Association held at Isle of Wight Court House, Oct. 19th, 1916, it was ordered that an assessment of one-half of one per cent. be made Nov. 1st, 1916, to enlarge the amount in the treasury, so as to have enough cash on hand to be able to pay any loss that may occur before our next annual meeting, without having to wait for an assessment, as we have enlarged our risk from two thousand to three thousand dollars.

The assessment on your policy for \$..... at one-half of one per cent. is Dollars and Cents.

You are hereby notified to pay the same within sixty day of this notice. Failure to pay same will forfeit your Policy in this Association.

Send Check, P. O. Order, Stamps or Money in Registered Letter to W. P. Wilson, Treasurer, Rushmere, Va., in enclosed envelope, with attached receipt.
W. P. WILSON, Treasurer.

RECEIPT.

\$..... RUSHMERE, VA., Nov. 1, 1916.

Mr.

P. O. Dr.

To the Treasurer of the Isle of Wight Division of the
Mutual Benefit Fire Insurance Association of Virginia :
To Assessment to Enlarge Amount in Treasury.

Amount of Policy No. at one-half of one per cent.

..... Dollars and Cents.

Received payment.

....., Treasurer.