

1928-007 Chancery Causes. Mutual Life Insurance Company of New York vs Lola E. Edwards,
Isle of Wight County admrs of D. Sandra Edwards & Eric F. Edwards
Petition of Lola E. Edwards, admr of George L. Edwards

491

ROBERT W. SHULTICE
ATTORNEY AT LAW
548 LAW BUILDING
NORFOLK, VA.

September 27th, 1926.

R.A. Edwards, Esq.,
Clerk, Circuit Court of Isle of
Wight County,
Isle of Wight C.H. Va.

Dear Mr. Edwards:-

Please issue summons in chancery as follows, making the same returnable to First October Rules, 1926.

The Mutual Life Insurance Company of
New York, a corporation chartered and existing under the
laws of the State of New York, Complainant.

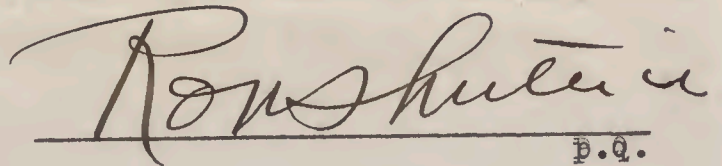
vs

Lola E. Edwards, administratrix of the
estate of J. Landria Edwards, and Evie F. Edwards,
Defendants.

I herewith hand you a check for \$15.00
on account of costs in this matter.

I enclose the Bill of Complaint and various
Exhibits lettered from A. to H. inclusive.

Yours truly,


P.Q.

enc.

1
The Mutual Life Ins Co - of N.Y.
etc.

N.Y. Cy. # 491

Lola E. Edwards - administratrix -
et Erie F. Edwards.

Filed Sept. 30 - 1926.
N. Y. C.

Dep mat sent - \$15⁰⁰

Pd 5 ltr fee 1⁰⁰

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK

CLAIMANT'S CERTIFICATE

TO BE MADE BY THE PERSON CLAIMING THE INSURANCE

THIS FORM must not be used if claim is made under any policy which has not been in force two years or if reinstated in force less than two years from date of reinstatement.

1. Number, date and amount of policy?

No. 7394639 Date 3/4/17 \$ 2000
 No. 2400640 Date 4/9/17 \$ 3000
 No. _____ Date _____ \$ _____

NOTE.—Any amount payable may be deposited with the Company at interest or on request be settled by instalments or by an income for life, instead of being paid in one sum. Detailed information regarding these options will be furnished on request.

2. Claimant's name in full?

Lola E. Edwards

3. Claimant's residence?

Jamaica

4. (a) Are you the beneficiary named in the Policy? no
If not, state in what capacity you make claim

Admrx. Estate of J. Landrie Edwards

(b) Are you legally entitled to receive the entire amount payable on the policy? yes If not, how much of the amount?

What was the date of your birth?

Aug 31 1898

6. Name of the deceased in full?

7. Place of birth of deceased?

Town, City or Village

County or Province

State or Country

8. Date of birth of the deceased?

9. (a) Place of death of the deceased?

(b) Date of death of the deceased?

10. (a) Last residence of the deceased?

City or Town

County _____ State _____

(b) Last occupation of the deceased?

11. Name and residence of physician who attended the deceased during his last illness?

Dr R Lee Seward
Jocce of Wright, Va

14. Had the deceased any other insurance on his life? If so, state in what companies, for what amounts, and the dates and numbers of the policies respectively?

Name of Company or Association

Date of Policy

Policy No.

Amount

I refer you to each attending physician's certificate furnished by me herewith which I have read, and ask that it be received as a part of the proof of death.

Signed by

Lola E. Edwards Admrx - J. Landrie Edwards
Claimant.

State of

County of

On this

day of

A. D. 19 26

personally appeared before me the above-named

to the best of his knowledge and belief.

and made oath that the answers by him above made and subscribed, are true and full

My Commission
11/1/20

Exhib. H x

3/11.

1/11

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK

CLAIMANT'S CERTIFICATE

TO BE MADE BY THE PERSON CLAIMING THE INSURANCE

THIS FORM must not be used if claim is made under any policy which has not been in force two years or if reinstated in force less than two years from date of reinstatement.

1. Number, date and amount of policy?

No. 2400-640 Date April 7, 1926 \$ 3,000
 No. _____ Date _____ \$ _____
 No. _____ Date _____ \$ _____

NOTE.—Any amount payable may be deposited with the Company at interest or on request be settled by instalments or by an income for life, instead of being paid in one sum. Detailed information regarding these options will be furnished on request.

2. Claimant's name in full?

Ernie Finney Edwards

3. Claimant's residence?

Windsor, R.F.D. #3, Virginia

4. (a) Are you the beneficiary named in the Policy? Yes
 If not, state in what capacity you make claim.

(b) Are you legally entitled to receive the entire amount payable on the policy? Yes If not, how much of the amount?

Policy subject to loan

5. What was the date of your birth?

August 10, 1854

6. Name of the deceased in full?

George Lee Edwards

7. Place of birth of deceased?

Windsor
 County or Province Isle of Wight State or Country Virginia

8. Date of birth of the deceased?

January 13, 1863

9. (a) Place of death of the deceased?

Windsor, R.F.D. #3, Va.

(b) Date of death of the deceased?

August 8th, 1926

10. (a) Last residence of the deceased?

City or Town Windsor, R.F.D. #3

County Isle of Wight State Virginia

(b) Last occupation of the deceased?

Farmer

11. Name and residence of physician who attended the deceased during his last illness?

Dr. R. Lee Edwards
Isle of Wight, Va.

14. Had the deceased any other insurance on his life? If so, state in what companies, for what amounts, and the dates

Name of Company or Association

Mutual Life N.Y.

Date of Policy

March 19, 19

Policy No.

2344-634

\$ Amount

\$ 2,000.00

12. (a) When did the health of the deceased first begin to be affected?

January, 1926

(b) Duration of last illness?

Eight months

(c) Immediate cause of death?

Paralysis

13. Was a Coroner's Inquest held? If so, furnish the Company with a certified copy of the Verdict of the jury, and all the evidence on which such Verdict was based?

No.

State of Virginia

County of Isle of Wight

On this the 12th day of August

Ernie Finney Edwards

to the best of his knowledge and belief.

I refer you to each attending physician's certificate furnished by me herewith which I have read, and ask that it be received as a part of the proof of death.

Signed by

Ernie F. Edwards

Claimant.

A. D. 1926, personally appeared before me the above-named

and made oath that the answers by him above made and subscribed, are true and full

H. E. Stephens
Isle of Wight, Va.

(OVER)

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK

ATTENDING PHYSICIAN'S CERTIFICATE

ALL ANSWERS MUST BE IN THE PHYSICIAN'S HANDWRITING

1. Full name of deceased? <u>George Lee Edwards</u>		8. (e) If accident or external injury contributed in any way to insured's death, give full details. <u>✓</u>
2. How long had you known the deceased? <u>35</u> years.	8. (a) State the disease of which the deceased died. <u>Hemiplegia</u>	(f) Was there any surgical operation? (If so, give details.) <u>No</u>
3. Deceased's place of residence? <u>Hindson Va. R.R.</u>	(b) Give briefly symptoms present during its progress. <u>Paralysis & general debility</u>	(g) Was a Post-Mortem examination made? <u>No</u>
4. State the apparent age of the deceased at death? <u>63</u>	(c) Was last illness complicated by any previous illness or infirmity acute or chronic? If so, state what and when. <u>No</u>	(h) If so, by whom, and with what results? <u>No</u>
5. (a) How long have you been deceased's usual medical adviser? <u>35 years</u>	(d) If from any cause other than a disease state the medical and other facts connected therewith. <u>✓</u>	9. Was there anything in deceased's habits or mode of life or residence predisposing to disease? <u>No</u>
(b) Were you deceased's attending physician during deceased's last illness? <u>Yes</u>		
(c) Date of your first visit or prescription in last illness? <u>Feb. 6, 1926</u>		
6. What was the duration of the final illness? <u>6 months</u>		
7. Date of Death? <u>Aug. 6, 1926</u>		

Signed by

R. Lee Edwards
Attending Physician.

Residence

Isle of Wright, Va.

I received my medical education at

University of Md College of Medicine

from which I was graduated in

1891

A. D. 1926, personally appeared before me the above-named

and made oath that the answers by him above made and subscribed, are true and full, to

H. E. Stephens
Commissioner in Charge.

(OVER)

State of Virginia

County of Isle of Wright

On this 12th day of August

R. Lee Edwards

the best of his knowledge and belief.

POLICY MUST ACCOMPANY THIS BLANK

The Mutual Life Insurance Co. of New York.

Head Offices, Nassau, Cedar, William and Liberty Streets.

This request must clearly state:—(1) full name, and relationship to the Insured, of the person to whom the policy is to be payable in the event that such beneficiary dies before the Insured, for example, whether to the Insured's executors, administrators or assigns, or to the beneficiary's executors, administrators or assigns, (2) if endorsement policy, to whom the endorsement is to be payable and (3) whether or not the Insured reserves the right to change the beneficiary, and the right to surrender the policy for cash or obtain loans from the Company.

BEFORE EXECUTING THIS BLANK READ CAREFULLY THE FOREGOING INSTRUCTIONS

Policy No. 100-110 on the life of

The undersigned hereby requests the above Company to change the beneficiary to

If any beneficiary die before the Insured, the interest of such beneficiary shall vest in the Insured, unless otherwise provided herein.

Attention.—Answer Yes } Shall the right be reserved to the Insured without the consent of the beneficiary (1) to change
or No } the beneficiary, and (2) to surrender the policy for cash, or to obtain loans from the
Company?

Above change shall take effect upon the endorsement of the same on the policy by the Company.

In Consideration of the granting, by the Company of such request, the undersigned agrees to comply with all the requirements of the Company with respect to the subject matter of said request, subject to all the conditions and stipulations contained in the original application and policy, except as herein modified.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this

day of 192

State of

County of

On this day of in the year of our Lord 192, before me the undersigned, a duly commissioned and thereunto authorized, came to me known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

Notary see "NOTICE" at bottom of sheet.

(Notary sign here)

IF PROPOSED BENEFICIARY IS NOT A MEMBER OF INSURED'S IMMEDIATE FAMILY, FOLLOWING SHOULD BE ATTACHED.

when the beneficiary is changed as above requested.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this

day of 192

State of

County of

On this day of in the year of our Lord 192, before me the undersigned, a duly commissioned and thereunto authorized, came to me known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

(Notary sign here)

NOTICE

*Fill in "Notary" or whatever may be the Official Designation of the Officer executing this document. The officer before whom the above acknowledgments are taken must affix his official seal. If he has no seal, a County Clerk's Certificate must be furnished, showing officer's authority to act. In case this instrument is signed by a corporation the proof of execution on the reverse hereof must also be executed.

THIS SPACE IS RESERVED FOR HOME OFFICE USE ONLY

57-374
The beneficiary is changed to the Insured's _____

The right to revoke this designation of beneficiary is reserved to the insured.

Secretary.

New York,

192

X *E. J. [unclear]*

Proof of Execution by a Corporation

STATE OF _____ }
COUNTY OF _____ } ss.

On the _____ day of _____, in the year
192____, before me personally came _____,
to me known, who, being by me duly sworn, did depose and say that
he resides in _____;
that he is the _____ of the _____
_____, the corporation described in and which
executed the instrument on the reverse side hereof; that he knows the
seal of said corporation; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of Directors
of said corporation, and that he signed his name thereto by like order.

(Notary sign here)

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The officer before whom the above proof of execution is taken must affix his official seal. If he
has no seal, a County Clerk's Certificate must be furnished showing officer's authority to act.

E. E.

PAYMENTS ON ACCOUNT OF LOAN PRINCIPAL

DATE PAID			AGENCY	AMOUNT	RECORDED BY
MONTH	DAY	YEAR			

READ CAREFULLY

General Instructions

1. The note will be dated by the Company on the day the loan is completed. All blank spaces (excepting the date at the top), must be filled in before the note is signed.
2. Each signature must be witnessed. Address of each party and each witness must be given.
3. Signatures by mark must be acknowledged before a Notary Public or some officer authorized by law to take acknowledgments, who must certify in writing under seal, as to the acknowledgment.
4. Signatures by an attorney in fact *will not be accepted*. Each party to the note must execute the note personally.
5. All names must be signed as they appear in the policy, or in the assignment, if the policy is assigned, care being taken that the initials correspond.
6. In all cases where loan is made without the production of the original policy, a surety company bond in double the amount of the loan will be required.
7. Checks for loans are drawn to the joint order of all parties signing the note. In cases where it is desired to pay the whole or any part of the proceeds of a loan to any Company, Corporation or Bank, or to any person or persons other than the insured and beneficiary, the Company's regular form of transfer order (Form 3922) must be filled out, duly executed and forwarded with the policy and other loan papers.
8. Loans are made payable on the next following anniversary of the policy, unless the anniversary falls within sixty (60) days from the date of the loan, in which case the loan will be made payable on the next subsequent anniversary.

Special Instructions

9. When the policy is in favor of the insured, or if the policy reserves to the insured the right to obtain a loan, the note must be executed by the insured.
10. When the policy is in favor of or has been assigned to the insured's wife, the note must be executed by the insured and the wife. (See No. 16).
11. When the policy is in favor of or has been assigned to the insured's father, mother, brother or sister, the note must be executed by the insured and such beneficiary or assignee. (See No. 16).
12. When the policy is in favor of or has been assigned to (A) the insured's wife and her, his or their children, or the insured's wife if living, if not living to her, his or their children; or (B) to the children alone, the note must be executed by (A) the insured and the wife and children or (B) by the insured and children. In all such cases affidavit (Form 3550), giving the names and dates of birth of the children, should be executed. (See No. 16).
13. When any beneficiaries or assignees are not of legal age, the note must be executed by the insured and the guardian of the minor beneficiaries or assignees. The Company must also be furnished with an official certificate under seal of Court showing appointment of guardian. The guardian of the minors must apply by petition to the Court for an order authorizing him to pledge the policy for a loan. Certified copies of petition and Court order must be furnished.
14. **Other Assignments:** In all cases where the policy has been assigned the note must be executed by the insured and by the beneficiary in each case, as indicated in 10, 11 and 12, and by the assignee. If the beneficiary or assignee (other than the wife, father and mother) is a member of the insured's family, affidavit (Form 3589) is required, giving the date of birth of such beneficiary or assignee.
15. In case the policy has been assigned to a person *not a member of the insured's family*, and such assignee has no further interest in the policy, he may execute release (Form 3600) instead of joining in the note.
16. When an assignment has been made of the policy to a member of the insured's family and the relationship of the assignee is not given in the assignment, affidavit (Form 3589) is required, giving the date of birth of the assignee.
17. If a corporation executes the note, or an assignment, or release, the corporate seal of such corporation must be affixed to the paper executed.

(OVER)

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38
C. G. Huber & Co. X

Existing Loan No. _____

This form must be used for loans on policy No. 2,042,080 and subsequent policies which contain a loan clause.

Payee Correct

For General Solicitor Home Office.

\$ 710.⁰⁰ New York, 192
On April 9, 1926, without grace, promise

to pay to the order of THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK

Seven hundred ten Dollars,
with interest at the rate of 6 per cent. per annum, at the Home Office of said Company in the City of New York, for value received, hereby depositing with and assigning to said Company Policy No. 7400640 as collateral security for the repayment of this loan as herein provided.

The application of the foregoing amount is hereby approved in settlement of any existing indebtedness to the Company, and any premiums due under said policy prior to the maturity of the loan; also to the payment of The balance, if any, remaining after payment of sums aforesaid shall be paid by the Company's check.

The borrower may repay this loan, with accrued interest at any time prior to the date when due, and when so paid together with all other indebtedness in respect of said policy this note will be automatically cancelled, and the Company will return the policy.

Failure to repay this loan with interest on the date when due or at the expiration of any extension or renewal which may be granted, shall avoid the said policy, subject, however, to the restrictions contained in said policy which are intended, under certain conditions, to prevent its avoidance.

Provided the loan value of the policy is sufficient, the time for the repayment of this loan may, from time to time, upon request of any of the parties hereto and with or without notice to the other parties, be extended for a period of one year, upon payment of any premium then due on the policy and payment of the interest which shall have accrued at the maturity of the loan; provided, however, that if default takes place in payment of any premium due at any date prior to the anniversary to which the loan is extended, this loan shall then mature on the due date of said premium. If no extension is so made the interest due and unpaid shall be added to the existing loan on the due date of the loan and annually thereafter and shall bear interest at the same rate and the loan thus be extended automatically, provided, however, that no such extension shall continue beyond default in the payment of any premium, nor beyond any date on which the amount of the loan together with added and accrued interest, becomes equal to or greater than the cash value of the policy.

In the event of the death of the insured before the maturity or repayment of this loan, and while said policy is in force, the amount of this loan, after proper adjustment of interest to the date notice of death is received by the Company at its Home Office, will be deducted from the amount payable on the policy, the balance being payable to the person or persons entitled thereto.

The application for this loan was made to the Company at its Home Office in the City of New York, said application was accepted, the money paid by the Company, and this note made and delivered there; the principal and interest are payable at said Home Office, and this contract is made under and pursuant to and to be governed by the laws of the State of New York, the place of entering into said contract being said Home Office of the Company.

In Witness Whereof

have hereunto set

hand

Witness

Insured

Address

Address

Witness

Address

Address

Address

Witness

Address

Address

Address

NOTICE.—Loan will not be made unless this note is properly executed. See instructions printed on reverse side.

Subject to the 10% made by the Company if any.

the Insured's Life,
Enic F. Edwards

less any indebtedness hereon to the Company and any unpaid portion of the premium for the then current policy-year, upon surrender of this Policy properly received, to his executors, administrators or assigns

[illegible]

Conditions:

Residence and Travel.—This Policy is free from any restriction as to residence and travel.

Occupation.—If, within the period of one year after the date of issue of this Policy, the Insured shall engage in military or naval service in time of war or in any work as a civilian in any capacity whatever in connection with actual warfare, and shall die within one year from the date of beginning such service or work, the Company's liability hereunder shall be limited to one-fifth of the face amount of the Policy, unless, prior to the date of beginning such service or work, a single extra payment of three per centum of the face amount of the Policy shall have been made to the Company. As to other occupations of the Insured, the Policy is subject, during the first year following its date of issue, to the restrictions stated in the application, copy of which is endorsed hereon or attached hereto.

After one year from its date of issue, this Policy is free from any restriction as to military and naval service, and is free from any restriction as to all other occupations of the Insured.

Suicide.—The Company shall not be liable hereunder in the event of the Insured's death by his own act, whether sane or insane, during the period of one year after the date of issue of this Policy.

Incontestability.—This Policy shall be incontestable, except for non-payment of premiums, provided two years shall have elapsed from its date of issue.

This Policy and the application herefor, copy of which is endorsed hereon or attached hereto, constitute the entire contract between the parties hereto. All statements made by the Insured shall, in the absence of fraud, be deemed representations and not warranties, and no statement of the Insured shall avoid or be used in defence to a claim under this Policy unless contained in the written application herefor and a copy of the application is endorsed on or attached to this Policy when issued.

If the age of the Insured has been misstated, the amount payable hereunder shall be such as the premium paid hereon would have purchased at the correct age.

Assignment.—The Company shall not be charged with notice of any assignment of any interest in this Policy until the original assignment or a certified copy thereof has been filed at its said Home Office. The Company assumes no responsibility as to the validity or effect of any assignment.

Reinstatement.—Unless it shall have been surrendered for its cash value, this Policy may be reinstated at any time within three years from date of default in payment of any premium, upon evidence of insurability satisfactory to the Company and upon payment of the arrears of premiums with interest thereon at the rate of five per centum per annum, and, at the option of the Insured, either (a) upon payment in cash to the Company of any indebtedness which existed at said date of default, together with interest thereon as specified in the loan provisions of this Policy; or (b) upon reinstatement of such indebtedness, increased by interest thereon as specified in the loan provisions of this Policy, provided such reinstated increased indebtedness does not exceed the loan value at the date of reinstatement.

Reserve and Net Single Premiums.—The reserve held for the face amount of this Policy and for any dividend additions hereto and the reserves and the net single premiums mentioned herein shall be computed in accordance with the American Experience Table of Mortality assuming interest at the rate of three per centum per annum.

Paid-up and Endowment Options.—If at any time the reserve held for the face amount of this Policy and for any dividend additions hereto shall be equal to or greater than the net single premium at the attained age of the Insured, for an amount of Life or Endowment insurance not less than the face amount of this Policy, the Company, upon written request of the Insured and upon delivery of the Policy, will endorse the Policy as fully paid up participating Life or Endowment insurance, as the case may be, for such amount and kind as said reserve will then purchase when applied as a net single premium; such paid-up insurance shall be subject to any then existing indebtedness to the Company hereon. Or if said reserve shall equal or exceed the face amount of this Policy, the Company, upon legal surrender hereof, will pay in cash such reserve, less any indebtedness hereon to the Company.

Options on Surrender or Lapse.—After three full years' premiums shall have been duly paid, the owner, not later than three months after any default in payment of premium, may elect one of the following options:

(a) to surrender this Policy for its cash value less any indebtedness to the Company hereon (this balance is hereinafter referred to as the net cash value); or,

(b) to have the insurance continued in force from the date of such default as non-participating term insurance for an amount equal to the face amount of this Policy and any outstanding dividend additions less any indebtedness to the Company hereon, or,

(c) to surrender this Policy for non-participating paid up life insurance payable at the same time and on the same conditions as this Policy.

The cash value under option (a) will be the reserve for the face amount of this Policy and for any dividend additions hereto at the date of default, less a surrender charge which, in no case, shall be more than one and one-half per centum of the face amount insured by this Policy, after premiums have been paid for ten full years or, more there shall be no surrender charge.

The term for which the insurance will be continued under option (b), or the amount of the paid up life insurance obtainable under option (c), will be such as the net cash value obtainable under option (a) will purchase at the attained age of the Insured at date of default when applied as a net single premium.

In the event of default in payment of premium, if this Policy shall not, within three months after such default, have been surrendered to the Company at its Home Office for its cash value as provided in option (a), or for paid up insurance as provided in option (c), the insurance will be automatically continued as provided in option (b).

Loans.—At any time while this Policy is in force, provided at least three full years' premiums shall have been paid and no premium is in default, the Company will advance, on proper assignment and delivery of this Policy and on the sole security hereof, an amount which, with interest thereon to the end of the current policy-year, shall be equal to, or at the option of the owner less than, the cash value at the end of said year: any existing loan hereon with accrued interest, and any unpaid portion of said current policy year's premium shall be paid out of such advance. Interest on the loan shall be at the rate of six per centum per annum and shall be payable at the end of each policy year, and this interest, if not paid when due, shall be added to the existing loan and shall bear interest at the same rate. The loan with accrued interest may be repaid to the Company at any time. Failure to repay any such advance or to pay interest shall not avoid this Policy unless the total indebtedness hereon to the Company shall equal or exceed the cash value at the time of such failure, nor until one month after notice shall have been mailed by the Company to the last known address of the Insured and of the Assignee of record, if any, at the Home Office of the Company, but if, at any time, such indebtedness, together with accrued interest thereon, shall equal or exceed the then cash value of the Policy, the Policy shall become void one month after notice shall have been mailed by the Company to said last known addresses. (If a loan is desired before three full years' premiums have been paid, the unpaid balance of the three full years' premiums may be paid by deduction from the loan when made if the amount which can be loaned is sufficient.)

Table of Surrender and Loan Values.

The values hereunder (computed in accordance with the above provisions and upon the assumption that premiums have been paid in full for the number of years the Policy has been in force) apply to a Policy for \$1,000. As this Policy is for \$5000, the values,

i. e. the cash, loan, or paid-up life insurance, will be three times the amounts stated in the table; the term, i. e. the continued insurance, will be for the period stated irrespective of the amount of the Policy.

If there be any dividend additions to the credit of the Policy, or if premiums have been paid for any part of a year beyond the last preceding anniversary, the values and, in certain cases, the term will be increased; if there be any indebtedness on the Policy, the values and the term will be decreased; any dividend deposits will also be payable in cash; the figures contained in the table represent the actual amounts available after deduction of the surrender charge, if any, but assuming no dividend additions or indebtedness.

After Policy Has Been in Force	Cash Value	Loan Value	Paid-up Non-Participating Life Insurance	Term Insurance	Years
3 Years	\$69.15	\$109.33	5	93	
4 "	100.01	155.32	4	119	
5 "	130.95	199.83	5	76	
6 "	159.41	239.10	5	209	
7 "	190.31	280.68	6	160	
8 "	221.19	320.80	6	331	
9 "	251.92	359.46	7	107	
10 "	282.46	396.66	7	245	
11 "	310.26	428.88	7	271	
12 "	337.76	459.99	7	315	
13 "	364.90	489.69	7	340	
14 "	391.62	518.09	7	453	
15 "	417.87	545.29	7	354	
16 "	443.58	571.08	7	346	
17 "	468.72	595.71	7	328	
18 "	493.26	619.15	7	301	
19 "	517.22	641.49	7	265	
20 "	540.68	662.85	7	220	
21 "	563.69	683.32	7	166	
22 "	586.33	703.02	7	103	
23 "	608.65	722.03	7	32	
24 "	630.65	740.38	7	321	
25 "	652.33	758.09	7	246	

Values for later years will be computed upon the above basis and will be furnished upon request.

The cash value provided for in the above table for the end of a policy year less interest thereon at the rate of six per centum per annum to the end of such policy year, can be obtained during such policy year provided no premium due prior to the end of such policy year shall have been duly paid.

The loan value provided for in the above table for the end of a policy year can be obtained (less interest) during such policy year as explained in the above clause entitled "Loans."

STATEMENTS TO MEDICAL EXAMINER

I, the undersigned, being duly sworn, depose and say that the foregoing statements are true and correct to the best of my knowledge and belief, and that I am not a party to any fraud or collusion in the making of the same.

Subscribed and sworn to before me this _____ day of _____, 19____.

Notary Public for the State of New York.

I, the undersigned, being duly sworn, depose and say that the foregoing statements are true and correct to the best of my knowledge and belief, and that I am not a party to any fraud or collusion in the making of the same.

Subscribed and sworn to before me this _____ day of _____, 19____.

Notary Public for the State of New York.

I, the undersigned, being duly sworn, depose and say that the foregoing statements are true and correct to the best of my knowledge and belief, and that I am not a party to any fraud or collusion in the making of the same.

Subscribed and sworn to before me this _____ day of _____, 19____.

Notary Public for the State of New York.

Modes of Settlement.—If election be made as hereinafter provided, the net sum payable under this Policy at death of the Insured, provided such net sum be not less than \$1,000, will be settled by one of the following methods in lieu of being then paid in one sum to the person then entitled thereto hereinafter referred to as the payee:

(1) By the payment of interest at the rate of three per centum per annum on said net sum, payable at the end of each year during the lifetime of the payee, and by the payment upon the death of the payee of the said net sum together with any accrued interest for the term then current; or

(2) By the payment of equal annual instalments for a specified number of years, whether the payee lives or dies, the first instalment being payable immediately, in accordance with the following table for each one thousand dollars of said net sum; or,

(3) By the payment (a) of twenty equal annual instalments certain, whether the payee lives or dies, the first annual instalment being payable immediately, and the twentieth annual instalment being payable nineteen years later, and (b) of annual instalments of a like amount thereafter throughout the remaining lifetime of said payee, the first of such annual instalments being payable one year after the twentieth annual instalment certain provided said payee be then alive, the payments terminating with the last annual instalment preceding the death of said payee, in accordance with the following table for each one thousand dollars of said net sum.

Unless otherwise specified in making the election of one of the above modes of settlement the amount payable upon the death of the payee under mode of settlement (1), or any instalments payable after the death of the payee under mode of settlement (2), or any of the twenty equal annual instalments certain which may be payable after the death of the payee under mode of settlement (3), shall be payable to the payee's executors or administrators.

The election of any of the foregoing modes of settlement may be made, (a) prior to the death of the Insured by the Insured and the beneficiary jointly; or, if the right to change the beneficiary has been reserved, by the Insured alone; or, (b) upon the death of the Insured, if no prior election shall have been made, by the payee; if the Policy be assigned, the assignee must join in any election: such election shall be made by filing written notice thereof at the Home Office of the Company accompanied by this Policy for suitable endorsement hereon. In event of settlement of this Policy under any of said modes of settlement it shall be surrendered to the Company and a supplementary contract shall be issued providing for the mode of settlement elected and the date of such contract shall be the date of receipt at said Home Office of completed proofs of death.

If the net sum payable under the Policy be payable to two or more persons, modes of settlement (1) and (3) are available only if each such person be entitled to receive a separate share of said net sum, in which case each such share shall be settled by the issuance of a separate supplementary contract: modes of settlement (1) and (3) are not available if the payee be a corporation, a partnership or an association.

If so specified in the written notice making election of one of the foregoing modes of settlement, but not otherwise, the supplementary contract may at any time be surrendered to the Company and the Company will pay for the legal surrender thereof, (a) where mode of settlement (1) has been elected, the said net sum together with interest thereon to the date of surrender at the rate of three per centum per annum for the fractional part of a year, if any, for which interest shall not have already been paid, (b) where mode of settlement (2) or (3) has been elected, the commuted or then present value computed at three per centum interest, compounded annually, of the then future instalments certain exclusive of participation; but no such surrender and commutation will be made

under mode of settlement (3) except after the death of the Insured occurring before all of said twenty annual instalments certain have become payable. A payee who has not the right to surrender the supplementary contract to the Company shall not have the right to assign or encumber such contract or any part thereof or any instalment accruing thereon.

Such supplementary contract shall participate annually in the excess of interest earnings over three per centum per annum at the excess rate each year as is used in the dividend calculations of the year in the case of policies issued in the same year as this Policy, but if settlement be made under mode of settlement (3), only a part of the supplementary contract providing for instalments for the period of twenty years shall participate. Any excess interest shall be paid annually on the anniversary of the date of issue of the supplementary contract and, where the instalments under mode of settlement (2) or (3) are payable fractionally throughout the year as hereinafter provided, such excess interest shall be calculated on the assumption that the instalments are paid annually at the commencement of each supplementary contract year.

Table of Annual Instalments for Each \$1,000.

If so requested in writing when making the election, these instalments will be paid in equal fractional parts, semi-annually, quarterly, or monthly, the total of the fractional payments each year being equal to the annual payment provided for by this table.

Mode of Settlement (2)		Mode of Settlement (3)					
Number of Annual Instalments	Amount of Each Annual Instalment	Age of Payee at death of Insured	Amount of Each Annual Instalment	Age of Payee at death of Insured	Amount of Each Annual Instalment	Age of Payee at death of Insured	Amount of Each Annual Instalment
2	\$307.39	10	\$30.52	31	\$45.39	53	\$58.66
3	343.23	11	39.70	32	45.82	54	59.32
4	261.19	12	39.88	33	46.27	55	59.96
5	211.99	13	40.08	34	46.73	56	60.58
6	179.22	14	40.28	35	47.22	57	61.16
7	155.83	15	40.49	36	47.73	58	61.72
8	138.30	16	40.71	37	48.25	59	62.23
9	124.69	17	40.94	38	48.79	60	62.74
10	113.81	18	41.18	39	49.36	61	63.16
11	104.92	19	41.42	40	49.94	62	63.54
12	97.53	20	41.68	41	50.54	63	63.89
13	91.29	21	41.95	42	51.17	64	64.20
14	85.94	22	42.24	43	51.80	65	64.45
15	81.32	23	42.53	44	52.45	66	64.67
16	77.29	24	42.84	45	53.12	67	64.83
17	73.74	25	43.16	46	53.80	68	64.98
18	70.59	26	43.49	47	54.49	69	65.09
19	67.78	27	43.82	48	55.19	70	65.16
20	65.25	28	44.20	49	55.89	71	65.21
25	55.75	29	44.58	50	56.60	72	65.26
30	49.55	30	44.98	51	57.29	73	65.28
				52	57.98		

Notice.—No agent or other person except the President, Vice-President, a Second Vice-President, a Secretary or the Treasurer of the Company has power on behalf of the Company to make, modify or discharge this or any contract of insurance, to extend the time for paying a premium, to waive any lapse or forfeiture or any of the Company's rights or requirements, or to bind the Company by making any promise respecting any benefits hereunder or by accepting any representation or information not contained in the written application for this Policy.

In Witness Whereof, the Company has caused this Policy to be executed this Ninth

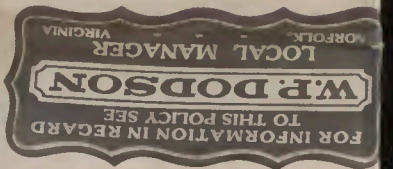
day of April 191 7.

Secretary Secretary.

Charles Peabody President.

Countersigned

Registrar.



1 M.
Life
January, 1917.

Richmond	Annual Dividend	Ordinary Life Policy	No. 2400640	The Mutual Life Insurance	Company of New York.	Insurance on the Life of	George L. Edwards	Amount, \$ 3000.	Date, April 9th 1917.	Term of Life.	Annual Premium, \$173.85	Payable for Life.
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1.5.4.25

R. W. Sawyer

P. 1.3.24

1.7.5.21

491

Exhibit - D

X

POLICY MUST ACCOMPANY THIS BLANK

The Mutual Life Insurance Co. of New York.

Head Offices, Nassau, Cedar, William and Liberty Streets.

This request must clearly state:—(1) full name, and relationship to the Insured, of proposed beneficiary, (2) to whose estate the policy is to be payable in the event that such beneficiary dies before the insured, for example, whether to the Insured's executors, administrators or assigns, or to the beneficiary's executors, administrators or assigns, (3) if endowment policy, to whom the endowment is to be payable and (4) whether or not the Insured reserves the right to change the beneficiary, and the right to surrender the policy for cash or obtain loans from the Company.

BEFORE EXECUTING THIS BLANK READ CAREFULLY THE FOREGOING INSTRUCTIONS

Policy No. 400640 on the life of Es. L. Edwards

The undersigned hereby requests the above Company to change the beneficiary to

J. Landria Edwards, Son

If any beneficiary die before the Insured, the interest of such beneficiary shall vest in the Insured, unless otherwise provided herein.

Attention.—Answer Yes } Shall the right be reserved to the Insured without the consent of the beneficiary (1) to change
or No } the beneficiary? Yes and (2) to surrender the policy for cash, or to obtain loans from the
Company? Yes

Above change shall take effect upon the endorsement of the same on the policy by the Company.

In Consideration of the granting, by the Company of such request, the undersigned agree to comply with all the requirements of the Company with respect to the subject matter of said request, subject to all the conditions and stipulations contained in the original application and policy, except as herein modified.

IN WITNESS WHEREOF, I we have hereunto set my hand and seal, this twentieth

day of April 1925

State of Virginia

County of Isle of Wright

On this 26 day of April

at Hatton, Dublin residing in Ireland

came Es. L. Edwards

described in and who executed the foregoing instrument, and acknowledged that

in the year of our Lord 1925, before me the undersigned

, duly commissioned and thereunto authorized,

to me known and known to me to be the individual

executed the same.

Notary see "NOTICE" at bottom of sheet.

(Notary sign here)

IF PROPOSED BENEFICIARY IS NOT A MEMBER OF INSURED'S IMMEDIATE FAMILY, FOLLOWING SHOULD BE SIGNED:—

I hereby accept and agree to the above conditions and reservations which are to be made when the beneficiary is changed as above requested.

IN WITNESS WHEREOF, I we have hereunto set my hand and seal, this

day of _____ 1925

State of _____

County of _____

On this _____ day of _____

at _____ residing in _____

came _____

described in and who executed the foregoing instrument, and acknowledged that

in the year of our Lord 1925, before me the undersigned

, duly commissioned and thereunto authorized,

to me known and known to me to be the individual

executed the same.

(Notary sign here)

NOTICE

"Fill in" Notary" or whatever may be the Official Designation of the Officer executing this document. The officer before whom the above acknowledgments are taken must affix his official seal. If he has no seal, a County Clerk or a Notary Public must be furnished, showing officer's authority to act. In case this instrument is signed by a corporation the proof of execution on the reverse hereof must also be executed.

Send Policy
Signatures
of Insured
and
other
Interested.



Proposed
Beneficiary



27.374

THIS SPACE IS RESERVED FOR HOME OFFICE USE ONLY

The beneficiary is changed to the Insured's

J. L. Edwards

The right to revoke this designation of beneficiary is reserved to the insured.

New York,

[Signature]

1923

Secretary.

192

Emilia

Proof of Execution by a Corporation

STATE OF

COUNTY OF

ss.

On the _____ day of _____, in the year 192____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides in _____; that he is the _____ of the _____

_____, the corporation described in and which executed the instrument on the reverse side hereof; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(Notary sign here)

The officer before whom the above proof of execution is taken must affix his official seal. If he has no seal, a County Clerk's Certificate must be furnished showing officer's authority to act.

70 01 WM 62 117 62

58
74

USE CARE IN FILLING IN BLANK SPACES. READ CAREFULLY BEFORE EXECUTING.

ORIGINAL ASSIGNMENT.

For One Dollar, to ^{me}_{us} in hand paid, and for other valuable considerations (the receipt of which is hereby acknowledged)

I ^{we} hereby assign, transfer and set over to (relating his or her name should be stated)

Leo L. Edwards the insured

whose P. O. Address is *Winster Va*

all ^{my}_{our} right, title and interest in policy No. *2400640* issued by

The Mutual Life Insurance Company of New York,

and for the consideration above expressed I ^{we} also for myself ^{my}_{ourselves} our executors and administrators, guarantee the validity and sufficiency of the foregoing assignment to the above named assignee, ^{his}_{her} executors, administrators or assigns, and ^{his}_{her} title to the said policy will forever warrant and defend. ^{their}

IN WITNESS WHEREOF, I ^{we} have hereunto set ^{my}_{our} hand and seal, this

day of *April* 192*5*

Eric H. Edwards

State of *Virginia*

County of *Stafford*

On this *20* day of *April* in the year of our Lord 192*5*, before me the undersigned a Notary Public residing in *Stafford*, duly commissioned and thereunto authorized, came *Eric H. Edwards* to me known and known to me to be the individual described in and who executed the foregoing assignment, and acknowledged that *he* executed the same.

(Notary sign here)

NOTICE

*Fill in "Notary" or whatever may be the official designation of the officer executing this document. The officer before whom the above acknowledgment is taken must affix his official seal. If he has no seal, a County Clerk's Certificate must be furnished showing officer's authority to act. Both the original and duplicate instruments must be sent to the Company. The duplicate will be retained at the Home Office and the original will be returned together with the following acknowledgment. In case this instrument is signed by a corporation, the proof of execution on the reverse hereof must also be executed.

ACKNOWLEDGMENT

The duplicate of this original instrument has been noted and filed subject to all claims, liens and indebtedness, if any, existing in favor of the Company against above policy. The Company assumes no responsibility as to the validity or effect of the said instrument.

C. E. Thomas Registrar.
W. H. Carroll

PROOF OF EXECUTION BY A CORPORATION

STATE OF _____ }
COUNTY OF _____ } ss:

On the _____ day of _____, in the year 192____, before
me personally came _____
to me known, who, being by me duly sworn, did depose and say that he resides
in _____; that he is
the _____ of the _____,
the corporation described in and which executed the instrument on the reverse side
hereof; that he knows the seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order of the Board of
Directors of said corporation, and that he signed his name thereto by like order..

(Notary sign here) _____

The officer before whom the above proof of execution is taken must affix his official seal. If he has no
seal, a County Clerk's Certificate must be furnished showing officer's authority to act.

Ev. In. - B.
491.
X

32

ORIGINAL ASSIGNMENT.

TO BE ATTACHED TO AND RETAINED WITH THE POLICY.

For One Dollar, to ^{me} in hand paid, and for other valuable considerations (the receipt of which is hereby acknowledged) ~~I~~ hereby assign, transfer and set over to (relationship, if any, should be stated) Evie F. Edwards, (Wife)

whose P. O. Address is Windsor, Va.

all ^{my} ~~our~~ right, title and interest in policy No. 2400-640 issued

The Mutual Life Insurance Company of New York,

and for the consideration above expressed ~~I~~ ^{we} do also for ~~myself~~ ^{ourselves} ~~my~~ ^{our} executors and administrators, guarantee ~~the~~ validity and sufficiency of the foregoing assignment to the above named assignee, ~~his~~ ^{her} executors, administrators or assigns, and ~~her~~ ^{their} title to the said policy will forever warrant and defend.

IN WITNESS WHEREOF, ~~I~~ ^{we} have hereunto set ~~my~~ ^{our} hand and seal, this 15th day of May 1917

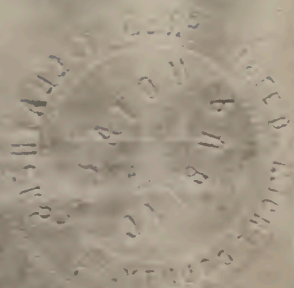
State of Virginia
County of Isle of Wight } ss.

On this 15th day of May in the year of our Lord 1917, before me the undersigned Evie F. Edwards residing in Isle of Wight, County, duty commissioned and thereunto authorized, came before me to me known and known to me to be the individual described in and who executed the foregoing assignment, and acknowledged that Evie F. Edwards executed the same.

(Notary sign here)

NOTICE. My commission expires May 1st - 1920

The officer before whom the above acknowledgment is taken must affix his official seal. If he has no seal, a County Clerk's Certificate must be furnished, showing officer's authority to act.



491 20

Exhibit A

RECEIVED JAN 10 1874

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

MUTUAL LIFE INSURANCE COMPANY OF NEW YORK,
a corporation chartered and existing under
the laws of the State of New York, ... Complainant,

v.

LOLA E. EDWARDS, Administratrix of the estate
of J. Landria Edwards, deceased, and
EVIE F. EDWARDS, ... Defendants.

- - - - -

This cause came on this day to be heard upon the complainant's bill of complaint, the exhibits filed therewith, the answer of Lola E. Edwards, administratrix of the estate of J. Landria Edwards, deceased, the answer of Evie F. Edwards, the petition of Lola E. Edwards, administratrix of the estate of George L. Edwards, deceased, the testimony of ~~certain~~ witnesses taken ore tenus before the court, and was argued by counsel.

On consideration whereof, the court, being of opinion that the assignment of the policy of insurance numbered 2400640, issued by the plaintiff on the life of George L. Edwards, now deceased, and assigned to the defendant in this suit, Evie F. Edwards, is a good and sufficient assignment, and that the sum of Two Thousand Four Hundred and Twenty and 29/100 Dollars (\$2,420.29), the amount due on account of said policy of insurance, should be paid to the defendant Evie F. Edwards; and it further appearing to the court that the plaintiff has from the institution of this suit offered to pay, and has always been ready to pay, into court the said sum of money,

IT IS THEREFORE ADJUDGED, ORDERED AND DECREED that the plaintiff pay to R. A. Edwards, the Clerk of this Court, the said sum of \$2,420.29, which when so paid by it shall be a full acquittance to it under and on account of the said policy of insurance.

It is further adjudged, ordered and decreed that after the receipt of the said sum of money, the Clerk of this Court shall at once pay the costs of this suit, which shall include a fee to Robert W. Snattice, attorney for the plaintiff in this cause, of Seventy-five Dollars (\$75.00), and the balance he shall pay to the said Evie F. Edwards, or to such of her attorneys, or to such one of her ^{she} attorneys of record, as ^{he} may be selected to receive the said fund.

8
VIRGINIA: IN THE CIRCUIT
COURT OF ISLE OF WIGHT
COUNTY.

MUTUAL LIFE INSURANCE COM-
PANY OF NEW YORK, etc.,
Complainant,

v.

LOLA E. EDWARDS, Admx. of
the estate of J. Landrie
Edwards, deceased, and
EVIE F. EDWARDS,
Defendants.

1938
Jan 12

Order of the Court
DECREE.

Book 8-430

We have seen this decree

James H. Corbitt and
Johnson Stephens
Attorneys for Evie F. Edwards

J. W. V. Shreve atty for
Lola E. Edwards, Admx.

Respectfully
att for Mutual
Life Ins Co of NY

JOHN N. SEBRELL
ATTORNEY AND COUNSELLOR AT LAW.
SEABOARD BANK BUILDING
NORFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY:

THE MUTUAL LIFE INSURANCE COMPANY OF
NEW YORK, a corporation chartered and
existing under the laws of the State of
New York.....Complainant.

Vs.

ORDER

LOLA E. EDWARDS, administratrix of the
estate of J. LANDRIA EDWARDS and EVIE
F. EDWARDS.....Defendants.

Permission is given Lola E. Edwards, administratrix of
the estate of J. Landria Edwards, deceased, to file her answer in
this cause, and the same is accordingly filed.

*and it is further
ordered that the defendant Eva F
Edwards, within five days after the entry hereof
do file her answer herein
And it is ordered that the defendant Eva F
Edwards, within five days from the entry hereof,
do file her answer herein*

4
VIRGINIA:

IN THE CIRCUIT COURT OF
ISLE OF WIGHT COUNTY:

THE MUTUAL LIFE INSURANCE
COMPANY OF NEW YORK, a
corporation chartered and
existing under the laws of
the State of New York,
Complainant,

Vs. ORDER

LOLA E. EDWARDS, administra-
trix of the estate of J.
LANDRIA EDWARDS and EVIE F.
EDWARDS,
Defendants.

*1916
Nov.
E. L. Edwards*

*order book 7
page 354.*

ROBERT W. SHULTICE
ATTORNEY AT LAW
548 LAW BUILDING
NORFOLK, VA.

January 27th, 1928.

R.A. Edwards, Esq.,
Clerk, Circuit Court,
Isle of Wight C.H. Va.

Re: Mutual Life Ins. Co., vs Edwards
(2 cases)

Dear Mr. Edwards:-

I acknowledge receipt of your check for
\$210.00, covering the following three items.

\$150.00 Attorneys fee, being \$75.00 in
each case.

Taxed attorneys fees \$30.00, being \$15.00
in cash case.

\$30.00 advanced costs, being \$15.00 in
each case.

I thank you very much for your attention
to this matter.

Yours truly,

A handwritten signature in dark ink, appearing to read "R. W. Shultice", with a long horizontal flourish extending to the right.

ISLE OF WIGHT, VA January..17th.....1928..



Messrs Johnson & Stephens, Attorneys,

Re-Mutual Life Ins. Co. Of N.Y. Vs. Edwards et als.

To R. A. EDWARDS *Dr.*

Suit in Chancery #491

CLERK OF THE CIRCUIT COURT

Of Isle Of Wight County

COMMISSIONER IN CHANCERY

Prompt settlement of accounts rendered insures prompt attention to future work.

By received from R. W. Sultice Attorney for Mutual
Life Ins Co., Of N. Y.

2420.29

To paid R. W. Shultice, Atty fee as directed by
Decree of January 12th 1928-

75 00

To paid Court cost to date,

42.35

117.35

Balance as per check 1/17/28

\$ 2302.94

$$\begin{array}{r} 39.78.83 \\ 234.70 \\ \hline 4213.53 \end{array}$$

$$\begin{array}{r} 117.35 \\ 2 \\ \hline 234.70 \end{array}$$

Commonwealth of Virginia,

To the Sheriff of Isle of Wight County—Greeting:

WE COMMAND YOU, That you summon Lola E. Edwards, Administratrix of
the Estate of J. Landra Edwards and Evie F. Edwards,

to appear at the Clerk's Office of the Circuit Court of the County of Isle of Wight at the rules
to be holden for the said Court on the First Monday in October , 1926 ,
to answer a bill in chancery, exhibited against them
in our said Court by The Mutual Life Insurance Company Of New York, a Corpora-
tion Chartered and Existing under the laws of the State Of New York,

And have then and there this writ.

Witness, R. A. EDWARDS, Clerk of our said Court, at the Courthouse, this 30th
day of September , 1926 , and in the One Hundred Fifty first year of the
Commonwealth.

R. A. Edwards Clerk.

Executed the within subpoena, in Isle of Wight County, this the
30th day of Sept. 1926, by serving a true copy of the same on
Lola E. Edwards, Administratrix of the estate of J. Landria Edwards,
and Evie F. Edwards, each, in person.

W. H. Chapman
Sheriff.

The Mutual Life Ins. Co.
of N. Y. - a corp.

vs. }

CHANCERY NO. *491*

Lola E. Edwards - Administratrix
Evie F. Edwards
ORIGINAL SUBPOENA

Virginia, Clerk's office of the Circuit
Court of the County of Isle of Wight.

....., 19.....
Returned, entered and filed.

Teste:

..... Clerk

To *15th Oct* Rules

19*26*

R. M. Schuetz - p. q.

Shuff's fee pd by Chf

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

THE MUTUAL LIFE INSURANCE COMPANY
OF NEW YORK, a corporation chartered
and existing under the laws of the
State of New York,

V.

ANSWER

LOLA E. EDWARDS, Administratrix of
the Estate of J. LANDRIA EDWARDS and
EVIE F. EDWARDS.

The answer of Evie F. Edwards to a bill of interpleader filed against this respondent and Lola E. Edwards, Administratrix of the estate of J. Landria Edwards, deceased, in the Circuit Court of Isle of Wight County, Virginia, by The Mutual Life Insurance Company of New York, complainant.

This respondent, reserving to herself the benefit of all just exceptions to the said bill, for answer thereto, or to so much thereof as she is advised that it is material she should answer, answers and says:

1. That this respondent is advised and believes that the allegations contained in the said bill referring to the insurance policy and the endorsements thereon and the claims alleged to be made ~~from~~^{for} the proceeds arising therefrom, are true, except that as to the amount alleged to be due The Mutual Life Insurance Company of New York by virtue of a loan on said policy, this respondent neither admits nor denies, but calls for strict proof of same.

2. This respondent neither admits nor denies that Lola E. Edwards has duly qualified as administratrix of the estate of J. Landria Edwards, deceased, and calls for strict proof thereof.

3. This respondent claims the entire proceeds payable under the said policy, she being duly and properly designated as the beneficiary therein.

4. All allegations contained in the said bill not expressly admitted are hereby denied, and strict proof thereof is called for.

Wherefore, this respondent prays that the court by proper decree adjudge her entitled to the entire proceeds of the policy mentioned in said bill, and all such further and other and general relief in the premises as the nature of the case may require, or to equity shall seem meet.

And now, having fully answered the complainant's bill, this respondent prays to be hence dismissed with her reasonable costs by her in this behalf expended.

Evie F. Edwards.
Respondent.

By James H. Corbitt and Johnson Stephens
Counsel.

James H. Corbitt,
Johnson Stephens.
Counsel

6
VIRGINIA:
IN THE CIRCUIT
COURT OF ISLE OF WIGHT COUNTY

THE MUTUAL LIFE INSURANCE
COMPANY OF NEW YORK, etc.

v.

LOLA E. EDWARDS, Admx., et
al.

ANSWER

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

Filed
Nov. 5 1926
LAW OFFICES OF
JAMES H. CORBITT
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY:

THE MUTUAL LIFE INSURANCE COMPANY OF
NEW YORK, a corporation chartered and
existing under the laws of the State of
New York.....Complainant.

Vs.

ANSWER

LOLA E. EDWARDS, administratrix of the
estate of J. LANDRIA EDWARDS and EVIE
F. EDWARDS.....Defendants.

The answer of Lola E. Edwards, administratrix of the es-
tate of J. Landria Edwards, deceased, to a bill of interpleader filed
against this respondent on the one hand and Evie F. Edwards on the
other hand by the Mutual Life Insurance Company of New York, a
corporation chartered and existing under the laws of the State of
New York.

This respondent reserving to herself the benefits of all
just exceptions to the bill of interpleader filed against her in
the Circuit Court of the County of Isle of Wight, Virginia, for
answer thereto, or to so much thereof as she is advised it is ma-
terial she should answer, answers and says:

FIRST: That this respondent is advised and believes that
the allegations contained in the said bill are true.

SECOND: That this respondent is the duly qualified admin-
istratrix of her husband, J. Landria Edwards, who died on the _____
day of _____, 1926.

THIRD: That the said J. Landria Edwards paid all the pre-
miums upon the policy mentioned in said bill from the time said
policy was issued until the death of the insured, George L. Edwards,
the father of J. Landria Edwards, pursuant to an agreement made
and entered into by the insured and J. Landria Edwards to the effect
that said J. Landria Edwards or whomsoever he might designate should
be the beneficiary or beneficiaries of said policy of insurance and
entitled to receive the proceeds thereof upon the death of the in-

sured, and that said George L. Edwards should have no interest or estate in the said policy and should have no right to designate or change the beneficiary or to borrow money on said policy, or surrender the same except by and with the consent of the said J. Landria Edwards; that the sum now due under said policy is, therefore, impressed with a trust in favor of this respondent as the personal representative of J. Landria Edwards.

FOURTH: That at the time the insured is alleged to have caused the change of beneficiary in the said policy from said J. Landria Edwards to the defendant, Evie F. Edwards, the insured was mentally incapable of making, authorizing or consenting to such change.

FIFTH: That this respondent is advised and believes that, if the personal representative of the said J. Landria Edwards is not entitled to the proceeds of said policy on either of the aforesaid grounds, she is at all events entitled to receive the premiums paid, with interest, and to that extent has an equitable lien upon the funds.

Wherefore, this respondent prays that the Court by proper decree adjudge her entitled to the aforesaid sum of TWO THOUSAND, FOUR HUNDRED AND TWENTY DOLLARS AND TWENTY-NINE CENTS (\$2,420.29), the proceeds of the policy mentioned in said bill, and for all such other and further and general relief as to equity may seem meet.

And now having fully answered the complainant's bill, this respondent prays to be hence dismissed with her cost in this behalf expended.

*Lola E. Edwards, Administratrix of the
Estate of J. Landria Edwards deceased*

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Mutual Life Ins Co
etc

^
Lola E. Edwards atmt
etc

answer of Lola E.
Edwards atmt.

Nov. 1-2 6.
Frid.
x

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

MUTUAL LIFE INSURANCE COMPANY OF NEW YORK,
a corporation chartered and existing under
the laws of the State of New York,

Complainant,

v.

LOLA E. EDWARDS, Administratrix of the estate
of J. Landrie Edwards, deceased, and
EVIE F. EDWARDS, ...

Defendants.

TO HONORABLE B. D. WHITE, Judge of the said Court:

Your petitioner, Lola E. Edwards, administratrix of the
estate of George L. Edwards, deceased, respectfully represents
to the Court as follows:

1. That the Mutual Life Insurance Company of New York
has recently instituted in the Circuit Court of Isle of Wight
County, Virginia, a chancery suit against Lola E. Edwards, Ad-
ministratrix of the estate of J. Landrie Edwards, deceased,
and Evie F. Edwards, ...
having for its purpose the interpleading of the rights of the
claimants to certain policies of insurance on the life of
George L. Edwards, deceased.

2. That your petitioner has duly qualified as adminis-
tratrix of the estate of George L. Edwards, deceased, and desires
to be made a party to the said suit in order that the rights of
the said estate may be considered and protected by this Court.

3. Your petitioner knows very little about the matters
set forth in the bill filed in said suit and in the answers
filed by the defendants thereto, but your petitioner would com-
mit the protection of the interests of the said estate to this
Honorable Court.

In Tender Consideration Whereof, your petitioner prays that

that she may be admitted as a party to this suit, and that the rights of the estate of George L. Edwards, deceased, in the premises shall be duly considered and adjudicated, and that all such orders and decrees may be entered in said cause as may be necessary and proper.

And your petitioner will ever pray.

Lola E. Edwards, Adm^r
of Geo. L. Edwards, dec^d
By J. W. Edwards att^y.

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

MUTUAL LIFE INSURANCE COM-
PANY OF NEW YORK, etc.,
Complainant,

v.

LOLA E. EDWARDS, Admx. of
estate of J. Landria Edwards,
deceased, and EVIE F.
EDWARDS,
Defendants.

Petition.

*Jan 12-28
Filed*

JOHN N. SEBRELL
ATTORNEY AND COUNSELLOR AT LAW
SEABOARD BANK BUILDING
NORFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

THE MUTUAL LIFE INSURANCE COMPANY OF
NEW YORK, a corporation chartered and
existing under the laws of the State of
New York.

COMPLAINANT.

VS

LOLA E. EDWARDS, administratrix of the
estate of J. LANDRIA EDWARDS and EVIE
F. EDWARDS.

DEFENDANTS.

TO THE HONORABLE B.D. WHITE, JUDGE OF THE SAID COURT.

Your complainant, The Mutual Life Insurance Company
of New York, a corporation chartered and existing under the
laws of the State of New York, respectfully represents unto
the Court:

First: That it is a life insurance company engaged
in the business of insuring the lives of individuals, and to
that end issuing policies of insurance to the individuals in-
sured and collecting and receiving from such insured persons
premiums for such insurance.

Second: That in pursuance of such business it, on
the 9th day of April, 1917, issued its Annual Dividend Ordinary
Life Policy No. 2,400,640 on the life of George L. Edwards,
then residing near Windsor, in the County of Isle of Wight, State
of Virginia, said policy being for the sum of Three Thousand
Dollars (\$3000.00); the annual premium upon said policy being
One Hundred and Seventy-three Dollars and Eighty-five Cents
(\$173.85), which annual premium has been paid from year to year,

and the said policy (subject to a certain loan which is a lien thereon) stands upon the books of the Complainant Company paid to April 9th, 1927, and was therefore, in full force and effect when the said George L. Edwards departed this life on the 8th day of August, 1926.

Third: The said policy of life insurance, according to its terms, is payable to the executors, administrators or assigns of George L. Edwards, ^{with} but the right reserved in the said policy to the said George L. Edwards to change the beneficiary in said policy, the change to take effect upon endorsement of the same on the policy by the Company. On the 15th day of May, 1917, the said George L. Edwards by an instrument in writing appears to have assigned all his right, title and interest in the said policy to his wife Evie F. Edwards, of Windsor, Virginia, There is attached hereto and made a part of this Bill of Complaint a copy of the said instrument which has been marked Exhibit "A" and is prayed to be taken and read as a part of this Bill of Complaint, to the original of which the Complainant begs leave to refer on the trial of this action.

Fourth: On the 20th day of April, 1925, the said Evie F. Edwards by an instrument in writing appears to have assigned all her right, title and interest in the said policy to the insured, George L. Edwards. There is attached hereto and made a part of this Bill of Complaint a copy of the said instrument which has been marked Exhibit "B" and is prayed to be taken and read as a part of this Bill of Complaint, to the original of which the Complainant begs leave to refer on the trial of this action.

Fifth: On the 20th day of April, 1925, the insured, George L. Edwards, by an instrument in writing appears to have requested the Complainant to change the beneficiary of the policy, making it payable to the insured's son, J. Landria Edwards, reserving to

the insured in said instrument in writing, the right without the consent of the beneficiary named in said instrument in writing, to change the beneficiary in said policy of insurance, to surrender it for cash or to obtain loans from the Company thereon. There is attached hereto and made a part of this Bill of Complaint a copy of the said instrument which has been marked Exhibit "C" and is prayed to be taken and read as a part of this Bill of Complaint, to the original of which the Complainant begs leave to refer on the trial of this action. On the 27th day of April, 1925, in accordance with this request, the said Complainant placed endorsements on the said policy reading as follows:

"The beneficiary is changed to insured's son, J. Landria Edwards. The right to revoke this designation of beneficiary is reserved to the insured".

subject to the following provision:

"The right has been reserved to the Insured to exercise, without the consent of the beneficiary, the following privileges accruing under the terms and conditions of this policy, namely: To surrender this policy for its cash value, and to secure loans from the Company on this policy and to assign the same as collateral security for such loans".

There is attached hereto and made a part of this Bill of Complaint a copy of the said policy which has been marked Exhibit "D" and is prayed to be taken and read as a part of this Bill of Complaint, to the original of which the Complainant begs leave to refer on the trial of this action.

Sixth: On the 4th day of May, 1925, in pursuance of the right reserved by the said insured, George L. Edwards, he, the said George L. Edwards, borrowed of and from the said Complainant the sum of Seven Hundred and Ten Dollars (\$710.00), and then and there executed his note to the said The Mutual Life Insurance Company of New York for the said sum of Seven Hundred and Ten Dollars (\$710.00), which note matured and was payable

on the 9th day of April, 1926. The said note was renewed and the due date extended to April 9, 1927, by payment of interest. By the terms of the said note it matured at the death of George L. Edwards and there became due and payable the said sum of \$710.00 with interest at 6% from April 9, 1926. The said policy was delivered to the Complainant to secure the payment of the said sum. There is attached hereto and made a part of this Bill of Complaint a copy of the said note which has been marked Exhibit "E" and is prayed to be taken and read as a part of this Bill of Complaint, to the original of which the Complainant begs leave to refer on the trial of this action.

Seventh: On the 19th day of March, 1926, the insured, George L. Edwards, by an instrument in writing appears to have requested the Complainant to change the beneficiary of the policy, making it payable to the insured's wife, Evie F. Edwards, reserving to the insured in said instrument in writing, the right without the consent of the beneficiary named in said instrument in writing, to change the beneficiary in said policy of insurance, to surrender it for cash or to obtain loans from the Company thereon. There is attached hereto and made a part of this Bill of Complaint a copy of the said instrument which has been marked Exhibit "F" and is prayed to be taken and read as a part of this Bill of Complaint, to the original of which the Complainant begs leave to refer on the trial of this action. On the 9th day of April, 1926, in accordance with this request, the said Complainant placed an endorsement on the said policy reading as follows:

"The beneficiary is changed to the Insured's wife, Evie F. Edwards, subject to the loan made by the Company, if any. The right to revoke this designation of beneficiary is reserved to the insured".

Eighth: Your Complainant is informed, believes and charges that the said George L. Edwards, the insured, departed this life on the 8th day of August, 1926, and that there is now due on account of said Policy No. 2,400,640 the sum of Two Thousand, Four Hundred and Twenty Dollars and Twenty-nine Cents (\$2420.29), as shown by the following account:

September 9th, 1926.

Amount of Policy.....	\$3000.00
Cash Dividend Current Year.....	16.98
Total.....	<u>3016.98</u>

DEDUCTIONS.

Policy Loan.....	\$585.05	
Interest on Policy Loan.....	<u>11.64</u>	<u>596.69</u>
Amount payable.....		\$2420.29

Ninth: Since the death of George L. Edwards, your Complainant has received Claimant's Certificates from two persons claiming this fund, to-wit: Evie F. Edwards and Lola E. Edwards, administratrix of the estate of J. Landria Edwards, deceased, both of whom claim that they are entitled to the entire fund due under and on account of the policy of insurance hereinabove mentioned and described. A copy of the Claimant's Certificate filed with your Complainant by Evie F. Edwards is filed herewith, marked Exhibit "G", and a copy of the Claimant's Certificate filed with your Complainant by Lola E. Edwards is filed herewith, marked Exhibit "H". It is prayed that said Exhibits be taken and read as a part of this Bill of Complaint, to the original of which the Complainant begs leave to refer on the trial of this action.

Tenth: Your complainant has not yet been sued by either of the two defendants to this suit, but both have claimed the fund, and are insisting upon the payment of the amount due under the aforesaid policy. Your complainant has no claim or interest whatsoever in the said sum of Two Thousand, Four Hundred and Twenty Dollars and twenty-nine Cents (\$2420.29), which it acknowledges to be due and payable to whomsoever is entitled thereto, and it does not collude with either party to this suit, and therefore, it tenders under these proceedings the said sum of Two Thousand, Four Hundred and Twenty Dollars and Twenty-nine Cents (\$2420.29), and requests that it be allowed to pay this sum of money into the Registry of this Court: that this Court take jurisdiction thereof, and that it enter such decree in the premises requiring the defendants to interplead, and to enjoin them and each of them from bringing suit against your complainant.

In tender consideration whereof, and in as much as your complainant is without remedy save in a court of equity where all such matters are alone and properly cognizable, and to the end that the said parties may interplead and adjust their differences and claims between themselves, your complainant being ready and willing to pay the entire sum due on said policy of life insurance, namely, Two Thousand, Four Hundred and Twenty Dollars and Twenty-nine Cents (\$2420.29) above mentioned, into this court to be disposed of under its direction to whomsoever is entitled thereto, your complainant prays that the said Lola E. Edwards, administratrix of the estate of J. Landria Edwards, deceased, and Enie F. Edwards, be made parties defendant to this bill, and be required to answer the same, though answer under oath is hereby expressly waived: that proper process

issue; that an order may be entered requiring the said defendants to appear and interplead their respective rights to the fund herein mentioned and described; that the said parties defendant, their agents, attorneys and all other persons may be restrained by an order of this Honorable Court from prosecuting or commencing to prosecute any action or actions in law, or suit or suits in equity against your complainant for or on account of any benefits which may be due or owing on account of said policy of insurance hereinabove mentioned and described; that your complainant may be permitted to pay the said sum of money into court, and to be discharged from all further obligation on account of the said policy of insurance; and that all proper orders and decrees may be entered, and that all such other, further, general and special relief may be granted your complainant as the nature of the case may require, or to equity shall seem mete, and notice is hereby given that the Court will be asked to allow a reasonable attorney's fee to Robert W. Shultice, Attorney for the complainant, out of the fund in the hands of the Court in this cause.

And your complainant will ever pray, etc.

The Mutual Life Insurance Company of New York,
a corporation.

By

Robert W. Shultice
Its Counsel.

COMMONWEALTH OF VIRGINIA.

CORPORATION OF THE CITY OF NORFOLK, to-wit:

This day personally appeared before me, Lillie V. Karn, a Notary Public in and for the Corporation aforesaid, in the Commonwealth of Virginia, Robert W. Shultice, who being first duly sworn, deposed and said that he has examined all of the original papers filed as Exhibits in this cause; that he has read the complainant's bill of complaint, and that all the matters therein stated as of his own knowledge are true, and that those stated on the information of others, he believes to be true.

Given under my hand this 27 day of September, 1926.

My commission expires May 1st, 1928.

Lillie V. Karn
Notary Public.

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

THE MUTUAL LIFE INSURANCE COMPANY
OF NEW YORK, a corporation charter-
ed and existing under the laws of
the State of New York.

COMPLAINANT.

VS

LOLA E. EDWARDS, administratrix
of the estate of J LANDRIA EDWARDS
and EVIE F. EDWARDS.

DEFENDANTS.

BILL OF COMPLAINT.

Filed 1st Oct Rids 1926.

Robert M. Shultice,
Attorney at Law,
Norfolk, Va.

9-30-26.