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Record No. 5094

In the
Supreme Court of Appeals of Virginia
at Richmond

FREDERICK S. TODD

v.

NANCY ROYCE TODD

FROM THE CIRCUIT COURT, PART ONE, OF THE
CITY OF NEWPORT NEWS

RULE 5:12—BRIEFS

§5. Number of Copies. Twenty-five copies of each brief shall be filed with the clerk of the Court, and at least three copies mailed or delivered to opposing counsel on or before the day on which the brief is filed.

§6. Size and Type. Briefs shall be nine inches in length and six inches in width, so as to conform in dimensions to the printed record, and shall be printed in type not less in size, as to height and width, than the type in which the record is printed. The record number of the case and the names and addresses of counsel submitting the brief shall be printed on the front cover.

HOWARD G. TURNER, Clerk.

Court opens at 9:30 a. m.; Adjourns at 1:00 p. m.

IN THE

Supreme Court of Appeals of Virginia

AT RICHMOND.

Record No. 5094

VIRGINIA:

In the Supreme Court of Appeals held at the Supreme Court of Appeals Building in the City of Richmond on Thursday the 8th day of October, 1959.

FREDERICK S. TODD, . Appellant,

against

NANCY ROYCE TODD, Appellee.

From the Circuit Court, Part One, of the City of Newport News

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Upon the petition of Frederick S. Todd an appeal and *supersedeas* is awarded him from a decree entered by the Circuit Court, Part One, of the City of Newport News on the 24th day of March, 1959, in a certain chancery cause then therein depending wherein Nancy Royce Todd was plaintiff and the petitioner was defendant; upon the petitioner, or some one for him, entering into bond with sufficient security before the clerk of the said circuit court in the penalty of two thousand dollars, with condition as the law directs.

RECORD

* * * * *

BILL OF COMPLAINT.

Filed Aug. 22, 1956.

J. B. BARHAM, Clerk.

To the Honorable Frank A. Kearney, Judge of the Circuit Court for the City of Newport News, Virginia:

Your complainant, Nancy Royce Todd, respectfully represents:

1. That on July 25th, 1939, the complainant, was married in Mexico City, Mexico, to the defendant, Frederick S. Todd, as will appear from a copy of the marriage certificate herewith filed, marked "Exhibit A" and made a part of this bill of complaint, and that the parties to this suit are of the white race.

2. That your complainant and defendant have resided in and have been domiciled in this state, and are and have been actual *bona fide* residents of this city and state for at least one year preceding the commencement of this suit and that the defendant is now a resident of the City of Newport News, Virginia.

3. That two children were born of the said marriage, to-wit, Frederick S. Todd, III, sixteen years of age and Nancy Reyna Todd, fourteen years of age and that the said children are now in the custody of the complainant.

4. The complainant alleges that for some time the said defendant has been abusive in his manner, and that
page 2 } the mental anguish and abuse upon her constitutes cruelty in law, and is desertion, actual and constructive on the part of the defendant.

5. Your complainant further alleges that the defendant had a lunacy warrant issued against her which was unjustified and unwarranted and has caused the complainant mental anguish and embarrassment and humiliation.

6. The complainant further alleges that the defendant has falsely accused her of criminal offenses, which were false and untrue and known to be untrue by the defendant.

7. The complainant further alleges that the said defendant, who is a man of ample means and estimated to be worth over $180,000.00, has failed to provide and furnish a proper home and support for the complainant and the children, and

has failed to provide for the complainant and her children in a manner commensurate with his wealth and station in life.

8. Your complainant alleges that the defendant is guilty of constructive desertion as of August 15th, 1956, and charges that the defendant deserted and abandoned the complainant on August 15th, 1956 without any justification whatever.

9. The complainant further alleges that the said defendant with his ample means and wealth, is now occupying a small apartment, insufficient to provide necessary bedrooms for the family and children and that he has failed to provide the necessities of life for his family commensurate with his station in life.

10. The complainant alleges that the said defendant is not a member of the armed forces of the United States.

IN CONSIDERATION WHEREOF, and forasmuch as your complainant is without remedy, save in a court of equity, your complainant prays that a divorce *a mensa et thoro* be decreed her, and in due time be merged into a divorce *a vinculo matrimonii;* that the property rights of the parties be determined; that the complainant be awarded temporary and permanent alimony, and support for the children; that the custody of the children be awarded to the complainant; that the defendant be required to pay counsel fees and court costs, and that the complainant shall have all such further and other and general relief in the premises as the nature of her case shall require or to equity shall seem meet.

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NANCY ROYCE TODD
By NANCY ROYCE TODD.

HARRY L. NACHMAN,
Attorney for complainant,
501-504 First National Bank Building,
Newport News, Virginia.

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Filed Sept. 11, 1956.

F. B. BARHAM, Clerk.

ANSWER.

The Answer of Frederick S. Todd to a Bill of Complaint filed against him in the Circuit Court of the City of Newport News by Nancy Royce Todd, Complainant.

This Defendant reserves to himself the benefits of all just exceptions to the said Bill of Complaint, for answer thereto, or to so much thereof as he is advised that it is material he should answer, answers and says:

1. That he, the Defendant, admits the marriage alleged in Paragraph 1 of said Bill.

2. That your Defendant denies that the Complainant, Nancy Royce Todd, is or has been an actual *bona fide* resident of the City of Newport News and State of Virginia for at least one year preceding the commencement of this suit.

3. That the Defendant admits that he is now a resident of the City of Newport News, Virginia, as alleged in Paragraph 2 of said Bill.

4. That the Defendant admits that there were two children born of said marriage, to-wit, Frederick S. Todd, III, 16 years of age, and Nancy Reyna Todd, 14 years of age, as alleged in Paragraph 3 of said Bill, and that both of said children are now with the Complainant in Stamford, Connecticut, where the said Complainant, Nancy Roye Todd, and the two said children reside and in which they are now domiciled.

5. That the Defendant denies that he has been abusive in his manner as alleged, or that he is guilty of cruelty in law, and he further denies that he has deserted the Complainant as alleged in Paragraph 4.

6. That the defendant admits that he procured a lunacy warrant against the Complainant in the City of page 7 } Hampton, Virginia, upon the advice of two psychiatrists, because in their professional and expert opinion the Complainant, Nancy Royce Todd, needed psychiatric treatment, which said warrant is mentioned in Paragraph 5 of said Bill.

7. That the Defendant stated to the Complainant that she obtained his boat, the "Denizen," from him by false pretenses which fact was true, and which is alleged in Paragraph 6 of said Bill.

8. That the Defendant denies to be of estimated worth over $180,000.00, and he further denies that he has failed to provide support for the Complainant and their children, all of which is alleged in Paragraph 7 of said Bill.

9. That the Defendant denies that he is guilty of constructive desertion or abandonment as is alleged in Paragraph 8 of said Bill.

10. The Defendant denies that he is a person of "ample means and wealth," but admits that he is now occupying a small apartment in the City of Newport News, following the desertion and abandonment of him by the Complainant by the three of them moving to Stamford, Connecticut, in August, 1955.

11. The Defendant denies that he has failed to support the Complainant and their two children, even though they, without justification or excuse, deserted and abandoned him by leaving him and taking up their residence in the State of Connecticut, as aforesaid.

12. The Defendant admits that he is not an member of the Armed Forces of the United States, as alleged in paragraph 10 of said Bill.

AND NOW, having fully answered the Complainant's Bill, thie Defendant prays to be himself dismissed with his reasonable cost by him, in thie behalf, expended.

Respectfully submitted,

FREDERICK S. TODD.

page 8 } Filed 9/11/56.

F. B. BARHAM, Clerk.

CROSS BILL.

To the Honorable FRANK A. KEARNEY, Judge of said Court:

And now this Defendant, for further answer unto said Bill, sets up a claim to affirmative relief against the said Complainant, answering and says that:

1. The said Complainant is not and has not been a resident of the State of Virginia for one year next preceding the sommencement of her suit which was instituted in your Honor's Court on the 22nd day of August, 1956.

2. Your Defendant alleges and states that, in the latter part of August, 1955, the Complainant took their two children from their residence in Hampton, Virginia, and moved to Stamford, Connecticut, where she bought a house in which

they lived, and placed the two children in school, thus establishing her residence in Connecticut.

3. That on or about 12th day of November, 1955, the said Nancy Royce Todd instituted a suit for divorce against the Defendant herein, Frederick S. Todd, and also for damages in the sum of $200,000.00 in the Superior Court of Fairfield County, Connecticut, in which suit the said Nancy Royce Todd alleged that she, "the Plaintiff, has resided continuously in the State three years next before the date of this Complaint."

5. That the said Nancy Royce Todd has continuously resided in and been domicile in the State of Connecticut subsequent to the institution of said suit in the State of Connecticut.

6. That, in the early part of 1956, the said Nancy Royce Todd obtained a Connecticut license plate for her 1956 Lincoln automobile.

7. That the said Nancy Royce Todd, by her constant, deliberate, and relentless nagging and abuse of the Defendant, Frederick S. Todd, has been guilty of extreme and inexcusable cruelty and has caused him great mental anguish.

8. That said Nancy Royce Todd, by countless devices and schemes, did constantly, *deliberatly,* and continuously strive to extract money and other property from the said Frederick S. Todd, despite the constant support of the Complainant and their children by the defendant.

page 9 } 9. That the said Nancy Royce Todd has endeavored to turn their two children against the said Frederick S. Todd by abuse, calumny and belittlement.

10. That the Complainant, Nancy Royce Todd, on occassion, did hide the clothes of the Defendant, Frederick S. Todd, and she has telephoned the employer of the Defendant at the Newport News Shipbuilding and dry Dock Company merely to embarrass the said Frederick S. Todd, and she did state to the said employer, over the telephone, that the said Frederick S. Todd would not appear at work because she had taken her husband's clothes because her husband owed to the said Nancy Royce Todd large sums of money, which was not true.

11. The Defendant further alleges that the incident mentioned in Paragraph 10 above is only one of countless deliberate acts on the part of the Complainant to embarrass the Defendant and to cause him excruciating mental anguish and suffering.

12. The Defendant further alleges that all during the foregoing behavior of the Complainant, he has been supporting her and their two children to the best of his ability.

13. That, during the past several years, the Complainant, Nancy Royce Todd, has consulted numerous psychiatrists, attorneys, family counselling services, in the States of Connecticut, New York, Virginia, and Florida, and in most of which instances the Defendant has cooperated to the full, all to no avail.

14. That the married life of the Complainant and Defendant, for the past several years, has been turbulant, unsettled, and excruciatingly difficult because of the domineering, avaricious, unkind, and unreasonable attitude and conduct of the Complainant, who has seldom showed any desire or effort to make a home for her, the Defendant, and their children in a place to be chosen by the Defendant where he, in his opinion, could best find employment and provide for them such a home.

15. Finally your Defendant alleges and avers that during the past several years the attitude of the Complainant Nancy Royce Todd toward the Defendant has most usually been one of either hostility or competition and has seldom page 10 } been one of cooperation and working together in harmony as should a husband and wife especially when they are parents of two infant children; it has usually been the determined and persistent and *calulated* effort on the part of the Complainant to acquire property, both from the defendant and from others as a result of her own efforts by way of investment, reinvestment, speculation and buying, selling and renting real estate: and when such property was acquired, the Complainant would use her acquisitions in the spirit of complete dominion over them and especially in competition with your Defendant; and further when such acquisitions were made it was always with the constant determined design that such property would never be used by or in any shape or fashion and would never be available for the family unit or any of its members other than the Complainant; this resolve and purpose have been stated many times by the Complainant; the Complainant on countless occassions in the presence of those outside of her family unit declared this to be her aim, motive and intention, always causing humiliation, embarrassment and chargrine to the Defendant; that the Complainant has expressed and manifested the same spirit of hostility to and persecution of your Defendant in a gleeful and boastful manner that she was going to institute this suit for divorce against the Defendant and would thereby have your Defendant "over a barrel" and further that she would thereby "gouge" your Defendant; that the Complainant constantly endeavored to cause difficulties and expense to your Defendant, of which

four specific instances might be mentioned to-wit: 1. The Complainant sued the Defendant for divorce and for damages of $200,000.00 by suits which she filed in Connecticut against your Defendant in November, 1955, as mention in Paragraph 3 of this Cross-Bill; and, 2. The strange incident concerning the sale of the boat "Denizen," mentioned in Paragraph 7 of your Defendant's Answer; and, 3. The instant suit for divorce; and, 4. The constant threat over the past several years of divorce which threats and other acts were made in such a manner to cause utter distraction on the part of your Defendant.

WHEREFORE, your Defendant prays that for as much as he is without remedy save in a Court of equity, page 11 } that this Honorable Court decree a divorce *a mensa et thoro* to him from the Complainant, Nancy Royce Todd, and in due time it may be merged into a divorce *a vinculo matrimonii;* and further, that the Defendant, Frederick S. Todd, may have the right to have custody of, or to see, their two infant children at such times and places as may be to the mutual advantage of said children and the Defendant; and further, that your Defendant may have all such further and other and general relief in the premises as the nature of his case may require or to equity shall seem meet.

Respectfully submitted,

FREDERICK S. TODD.

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ORDER.

This cause came on this day to be heard on the complainant's motion for temporary alimony and support and maintenance for the said complainant and infant children; counsel fees and court costs and was argued by counsel.

Upon consideration whereof, it is ADJUDGED, ORDERED and DECREED that the defendant, Frederick S. Todd, pay to the complainant, Nancy Royce Todd, the sum of One hundred and ten Dollars ($110.00) per week, for

temporary alimony and maintenance and support for the complainant and infant children, beginning on the 15 day of September, 1956, and every succeeding week thereafter, until the further order of this Court.

It is further ordered and decreed that the defendant pay to Harry L. Nachman, Attorney, the sum of Two Hundred and Fifty Dollars ($250.00) on account of counsel fees and Twenty Five Dollars ($25.00) on account of court costs.

Enter 9/12/56.

F. A. K., Judge.

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Filed Sept. 29, 1956.

F. B. BARHAM, Clerk.

ANSWER AND REPLICATION.

The Answer and Replication to the Answer and Cross Bill filed by the defendant herein to the Bill of Complaint filed by Nancy Royce Todd.

The complainant, saving and reserving to herself the benefit of all just exceptions to said Cross Bill, and by way of answer thereto, or so much thereof as she is advised it is material she answer, answers and says:

1. That the complainant legally is a resident of the State of Virginia, but if she was not a resident of the State of Virginia for one year, the Court has jurisdiction for the reason that the defendant has been domiciled in this state and is and has been an actual *bona fide* resident of this state for at least one year preceding the commencement of this suit, and the defendant was and is a resident of the City of Newport News, Virginia.

2. That the allegations in Paragraph 2 of the Cross Bill may be true but are immaterial as to jurisdiction of the Court.

3. That the allegations in Paragraph 3 of the Cross Bill are immaterial to the issue and should be stricken.

4. That the allegations in Paragraph 5 as to domicile are

denied and immaterial as to the jurisdiction of the
page 14 } Court in this cause.

5. That the allegations in Paragraph 6 are wholly irrelevant and inconsequental, and complainant moves to strike same from the pleadings.

6. The complainant denies the allegations in Paragraphs 7 and 8 of the Cross Bill.

7. The complainant denies the allegations in Paragraph 9 of the Cross Bill. The complainant further answers the allegations in Paragraph 9 by alleging that the children resented the manner in which the defendant treated the complainant.

8. That the allegations in Paragraph 10 are not admitted in detail and strict proof is required. The complainant further answers that there had been arguments between the complainant and defendant with reference to the signing of a deed and that she did hide his suit for a period of two hours because he refused to sign a deed for a home owned by the complainant and which had been contracted to be sold.

9. The complainant denies the allegations in Paragraph 11 and moves to strike the allegations as being vague, uncertain, indefinite and a conclusion.

10. The complainant denies the allegations in Paragraph 12 of the Cross Bill and further answers that the defendant has failed to support the complainant and the children in a manner commensurate with his wealth and station in life.

11. The complainant admits that in order to save the marriage, and prevent marital difficulties, she did consult the services of doctors, lawyers and others. The complainant further alleges that the defendant also consulted psychiatrists, attorneys and family counselling services.

12. The complainant denies the allegations in Paragraph 14 of the Cross Bill.

13. The complainant denies the allegations in Paragraph 15 of the Cross Bill.

page 15 } 14. The complainant denies all and severally the answers in the Answer and Cross Bill, except insofar as she specifically admits same as true in this Answer.

15. And having fully answered, the respondent prays to be dismissed on the pleadings in the Cross Bill, with her reasonable costs in this behalf expended.

NANCY ROYCE TODD,
By H. L. NACHMAN
Counsel.

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DECREE.

This cause came on the 12th day of January, 1959 again to be heard upon the Complainant's Bill, the Answer and Cross-Bill filed by the Defendant, the Answer and Replication filed thereto by the Complainant, and upon depositions duly taken and filed, together with exhibits, and was argued by counsel for both parties.

UPON CONSIDERATION WHEREOF, it appears to the Court independently of the admissions of either of the parties in the pleadings or otherwise and the Court doth decide that the parties hereto, both of whom are members of the white race and neither of whom are in the armed services of the United States, were duly married on July 25, 1939 in Mexico City, Mexico; that the parties have lived in a state of separation since on or about the 23rd day of August, 1955; that two children, viz, Frederick S. Todd, III and Nancy Reyna Todd, ages eighteen and sixteen years respectively, born of the marriage between the parties hereto, have lived with the Complainant since birth and are presently living with her in her established residence in the State of Connecticut; that neither party is entitled to the relief prayed for in the original Bill of Complaint and the Cross-Bill, and the Court doth hereby dismiss the original Bill of Complaint and the Cross-Bill and refuse to grant either party a divorce, to which action by the Court both parties by counsel duly excepted and assigned reasons therefor.

page 20 } It is ADJUDGED, ORDERED and DECREED that the order heretofore entered on September 12, 1956 requiring the Defendant to pay to the Complainant the sum of $110.00 per week for temporary alimony, maintenance and support of the Complainant and the two infant children beginning September 15, 1956 and every succeeding week thereafter until the further order of the Court is hereby amended by reducing said weekly payments to the sum of $75.00 per week for the maintenance, support and upkeep of the Complainant and the two infant children, said payments to begin on January 15, 1959 and every succeeding week thereafter until the further order of this Court.

It is further ADJUDGED, ORDERED and DECREED that the Complainant, Nancy R. Todd, be and she hereby is awarded the care, custody and control of the two infant children, viz, Frederick S. Todd, III, and Nancy Reyna Todd, subject to the reasonable visitation on the part of the Defendant, Frederick S. Todd, on reasonable times and occasions, and the Defendant shall have the right to have either or both of said children visit him during the summer months and at such other times as may be mutually agreed upon between the Defendant, the Complainant and the said infant children.

It is further ADJUDGED, ORDERED and DECREED that the Defendant, Frederick S. Todd, pay to Frank H. Pitchford the sum of $500.00 in addition to counsel fees already paid pursuant to Court order on account of services rendered by the said Frank H. Pitchford in behalf of the Complainant herein, it being represented to the Court that the $500.00 directed to be paid has been paid and no judgment is entered against Frederick S. Todd for said amount.

Nothing further remaining to be done in this cause, it is ordered that the same be stricken from the docket
page 21 } with leave to either party to reinstate for the purpose of enforcing or modifying any of the provisions of this Decree as circumstances may require.

Enter 3/24/59.

F. O. K., Judge.

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NOTICE OF APPEAL AND ASSIGNMENTS OF ERROR OF FREDERICK S. TODD.

The defendant, Frederick S. Todd, gives notice of appeal from the judgment of this Court rendered herein on March 24, 1959, and assigns the following errors as required by rules of this Court 5:1, Sub-section 4:

1. The Court erred in holding that Frederick S. Todd was not entitled to the relief prayed for in the cross-bill.

2. The Court erred in dismissing the cross-bill and refusing to grant a divorce to Frederick S. Todd.

3. The Court erred in requiring the defendant to pay Seventy-five ($75.00) Dollars per week for the maintenance, support and upkeep of the complainant and the two infant children of the parties.

4. The Court erred in awarding the care, custody and control of the two infant children to the complainant.

Dated this 13th day of May, 1959.

EDWARD R. PARKER
Counsel for Frederick S. Todd.

Received and filed May 14, 1959.

F. B. BARHAM, Clerk.

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Stenographic report of the opinion of the Court in the case of Nancy R. Todd *v.* Frederick S. Todd, tried in the Circuit for the City of Newport News, Virginia on January 12, 1959 before the Hon. Frank A. Kearney, Judge.

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page 25 } Court: Both Mr. Todd and Mrs. Todd weren't content to—to say the same thing once. Each one of them wanted to keep getting in his say. I guess it's all right. I don't know. Now here's the situation in this case. Mrs. Todd was married to Mr. Royce. They were living up in New York State. He was a professor I think in the music school up there. He was considerably older than Mrs. Todd. They had three children and then she opened up the dancing school and Mr. Todd went there and he fell in love with her and he courted her and he finally, they agreed—I won't put any more responsibility on him than I would on her, that she would divorce Mr. Royce. They would put Mr. Royce on the shelf and he would marry Mrs. Todd and take over. He arranged for the divorce, paid for the expenses to Mexico and when the divorce was final, he flew down to Mexico and married her down there. They came on back. They move Mr. Royce out of the house or they get him a house. They feel sorry for him. He's an old fellow. He kind of

served his usefulness; don't throw him in the ash can but put him aside somewhere where he probably will live his life and maybe he can get by all right.

There wasn't too much sympathy for him. So they moved him into some place and he stayed there until he died. Now they had two children. That was a right—a right crude sort of a thing that both of them did. Here's a man and his wife living there, three children. She—she's just as page 26 } much at fault in this thing as Todd is and so is Todd but they seemed to get along all right until this $133,000.00 was obtained from this automobile accident case and then the trouble broke out. Now I'm not satisfied from this evidence that she caused Todd to leave his employment up at Eastman Kodak. I gather in there she didn't want him to leave. That's—maybe I'm reading the evidence wrong but anyway, he left and went on out on the farm and they arranged to take this one boy from the Royce—from the Royce marriage that was an epileptic down to Mexico and leave him down there.

She takes him down and takes the two children by the Todd marriage down and on her way back outside of Buffalo, they have this terrible automobile accident in which Mr. Todd was seriously injured and Mrs. Todd was seriously injured and the son was seriously injured and the daughter wasn't injured too badly and they settled the case up there and they had a dispute about the money right from the start; right from the start. They finally divided it up. Mr. Todd gets $50,000.00; Mrs. Todd gets $35,000.00; the boy gets $12,000.00 and I understood the girl got three.

Mr. Pitchford: You're correct in that. I was wrong.

Court: Anyway, right from that time on they start having trouble. The accident happened in March, '49. They settled the case in June, 1950 and then they—they start page 27 } having all this trouble. Now they called in the psychiatrist. One of them, Doctor Woodson, saw Mrs. Todd one time and Mr. Todd, I understood he said he saw him one time. Maybe he saw him more. Well, I don't pay too much attention to that. I don't pay too much attention to Doctor Pile. I don't think he ought to undertake to settle these people's property rights between them.

I think he ought to tell them he's a doctor. He's not a lawyer but anyway, he undertook to do that. He undertook to say that because Mrs. Todd required Mr. Todd to pay her $100.00 a month for the house that she bought, after she couldn't prevail on him to buy one, that that was the controlling factor in the case as far as both those psychiatrists

were concerned. They didn't know about her buying other houses. They didn't know about this, they didn't know about that but there's another thing.

Back between 1939 when these people got married and 1950 when they got this $133,000.00 for this automobile accident, these people seemed to get along all right. Mr. Todd bought property, put it in his name and in his wife's name. Now that gave her a half interest. She didn't have to turn that property over to Mr. Todd. Mr. Todd figured he had given it to her and when he sold it he ought to get all the money. As I understand the law, she's entitled to half of it. If you give your wife something, it's just the same as if
page 28 } if you sell it to her. All you have got to prove is that the conveyance was made. He wasn't satisfied with that. He figured she had this $35,000.00 and that she ought to take the income from it and help maintain the family and she ought not to call on him.

Now I'm willing to agree, I think maybe the psychiatrist is right. Mrs. Todd is unusual. I'll put it that way. I don't think the woman is crazy. The doctors don't say that but I think she—suffered serious injury in this accident. She's got a hand or an arm that's going to be with her the rest of her life. She lost the sight of one of her eyes, not in the accident but some other manner and I think the woman is incapacitated and I think the woman has deteriorated considerably from the time Mr. Todd married her back in 1939 and I think she's a little bit complaining and I think she's a little hard to get along with and I think she exaggerates things and I also think Mr. Todd is also a little bit peculiar.

I think Mr. Todd, when he wanted his wife to turn over that money to some counselor that he had, to invest it so they could use the income from it and I think Mr. Todd wanted his wife to waive the half interest that she had in the property that he gave her when they were getting along together, I think he was a little bit unusual too and I don't think anything I say or anything that the doctors
page 29 } would say, anything that his attorney would say would convince him that he wasn't right and I don't think anything that you'd say or I'd say would convince Mrs. Todd that she wasn't. Now Mrs. Todd, it looks like, back in 1951 or '52 right after they got this money, she decided she wanted a divorce but every letter that she wrote Mr. Todd or practically every letter that she wrote Mr. Todd, she started off by telling him how much she loved him.

Well, she winds up by telling—it was a very unusual

letter. Mr. Newman has read the letter that was written in Florida—I think January, 1953 but those people lived together for two and a half years after that. All of the stuff that he points out didn't happen. She went to live with him. She came up here, brought the children up here in Christmas in 1952.

Now I'm willing to agree Mr. Todd has got some rights. He's got a right to select where he wants to live and he has a right to select where he wants to work. He's got a right to have a say in the family affairs but I think that these people have gotten to the point where they're not going to get along together. Now the question comes as to whether the evidence is sufficient for me to grant either one of them a divorce.

I could go on here and cite facts in the case but I'm just going to say I don't think the evidence is sufficient
page 30 } for either one of them to get a divorce. Mrs. Todd left Mr. Todd here in August, 1955 and she went back to New York State, lived there a while, went down to Stamford; has been living there ever since. Now I think that three and a half years is almost time enough to establish the fact she doesn't want to live with him.

Now Mr. Todd says that she deserted him. Well, he never did anything to get her up here. He came here in 1952 and got a job in the Shipyard and didn't say anything to her until she found out kind of accidentally that he had it. He was willing for her to live anywhere she wanted to live. He never made any effort to get her back so I think—and he continued to send her checks so I think all he's going to do is be free from her.

My conclusion, after mature consideration of all the evidence and all the exhibits and argument of counsel is that neither one of them are entitled to a divorce. Now when this case first came up I set the weekly support for Mrs. Todd at $110.00 a week and I think Mr. Todd has been paying her ever since. I haven't heard any complaint and I'm satisfied that I would have heard it if there had been any, so I just assume that he's paid it and I think that he's a law abiding man and I think he understands the Court order is to be followed but I don't think that Mrs. Todd has got a right to select a place for him to live and just give him the bills.

page 31 } Now I think that the children in this case, it's unfortunate they're called on; they put all the blame on Mr. Todd. They say Mr. Todd twisted his wife's arm and this and that and then you have to examine them

about it. I don't think either one of them knew too much. I think they heard Mrs. Todd talk about it so much they probably figured it happened. I think Mr. Todd and I think he admitted that he twisted her arm on one occasion and maybe two but I don't think he twisted it every time he wanted something from her like Mrs. Todd indicates but I think that in this case that I will turn down the bill for divorce by Mrs. Todd; turn down the cross bill for divorce by Mr. Todd, grant Mrs. Todd the custody of the children and provide that the amount of money that Mr. Todd furnish for her support and the support of the children be reduced from $110.00 to $75.00 a week.

Mr. Pitchford: Now I wonder if your Honor will fix counsel's fees for Mrs. Todds lawyer?

Court: Yes sir, I allowed $250.00, haven't I?

Mr. Pitchford: You allowed Mr. Nachman $250.00, yes.

Court: All right, sir. Do you have anything you want to say?

Mr. Newman: That makes it very difficult,
page 32 } Judge.

Court: Sir?

Mr. Newman: It makes it very difficult. I feel that actually she has paid—she has paid—he has paid the original award which you allowed.

Court: Well, I don't think anybody thought that this case was going to develop into what it developed into. I think there ought to be additional counsel fees but I think Mrs. Todd is at least equally as responsible with Mr. Todd although Mr. Todd has done a pretty good job of burdening this record too. I think he went back—

Mr. Newman: We'll go along.

Court: I think he went back page by page and picked out everything anybody said and pinned it down and then went back again and pinned it down again, each one of them

Mr. Newman: We'll go along with any order you order.

Court: $500.00 additional counsel fees. Mr. Pitchford, I might say this while Mrs. Todd is present. I don't mean
$500.00 to be your full compensation but I think
page 33 } that's all that I ought to require Mr. Todd to pay
you.

Mr. Pitchford: Thank you, sir. Thank you sir.

Court: All right, sir.

FRANK O. KEARNEY.

4/1/59.

• • • • •

The Witness,

HERBERT HENRY PETERS,

after having been duly sworn did depose as follows:

DIRECT EXAMINATION.

By Mr. Newman:

Q. Please state your name, age, address and occupation?

A. Herbert Henry Peters—61—Designer Draftsman, Newport News Shipyard, 230-52nd Street.

Q. How long have you been a designer at Newport News Shipyard:

A. 6 years.

Q. How long have you lived at 230-52nd Street?

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page 2-A }

A. 4 years.

Q. Do you know the Defendant, Mr. Frederick S. Todd?

A. Yes.

Q. How long have you known him?

A. 4 years.

Q. How did you happen to know and meet Mr. Todd?

A. Called over to the hydraulic department where he was working and was checking wind tunnels for the Government. I talked to him when he made a drawing that I had to check.

Q. Where was Mr. Todd living at that time?

A. On the boulevard, 31 or 3200 block, near Hampton School, Hampton.

Q. Would it be Victoria Boulevard?

A. Yes.

Q. In the City of Hampton?

A. Yes.

Q. Who was living at the Victoria Boulevard address when you first met Mr. Todd four years ago.

A. Well, it was Mr. Todd and his family.

Q. Of whom did the family consist.

A. Mr. Todd, boy and girl, Freddy and Nan.

Q. Did you actually physically visit the residence?

A. Yes.

Q. Were you there ever when Mr. Todd was living there alone?

A. Yes.

Q. When was that?

A. Well, that was after the second hurricane in 1955. I think it was August 22nd or 23rd.

Herbert Henry Peters.

Q. It definitely was the latter part of August?
A. Yes.
Q. Who was living at Victoria Boulevard residence in the latter part of August, 1955?
A. Fred Todd.
Vol. I Q. Anyone else?
7-26-57 A. No.
page 3-A } Q. Were you there?
A. Yes.
Q. Where was Mrs. Todd?
A. I don't know.
Q. Where were the children?
A. I don't know.
Q. Describe the premises of the Victoria Boulevard Residence.
A. Lot of things were upside down in the place, furniture was all out of order in the house.
Q. How long did Mr. Todd continue to live at Victoria Boulevard address, which I believe is 4021 Victoria Boulevard, after the latter part of August, 1955?
A. Latter part of December, 1955.
Q. What did Mr. Todd do then with respect to a place to live?
A. I told Mr. Todd he could stay over at my place.
Q. By "my place" what do you mean?
A. At 230 52nd Street, Newport News, Virginia.
Q. Then what happened?
A. He just moved in and we have been together ever since.
Q. One or two story building?
A. Two story.
Q. Who lives on second story?
A. I do.
Q. Where does Mr. Todd sleep?
A. Downstairs.
Q. Do you own the premises?
A. No, I rent the whole house.
Q. Where has Mr. Todd been living since December, 1955?
A. At 230-52nd Street.
Vol. I Q. Continuously?
7-26-57 A. Continuously.
page 4-A } Q. Has anyone lived with Mr. Todd on the first floor?

Herbert Henry Peters.

A. No.

Q. Do you know the Complainant, Mrs. Nancy Royce Todd?

A. Yes.

Q. Has she ever lived with you?

A. No.

Q. Has she ever been there?

A. Yes.

Q. How often and when?

A. I don't remember the dates.

Q. Since December, 1955, is this statement true or not, Mrs. Todd has been to your house a couple of times?

A. Yes.

Q. How long would she stay?

A. About a day or two.

Q. Have the children ever been there?

A. Yes.

Q. When Mrs. Todd would stay at this address as long as a day or two where would Mr. Todd stay at that time?

A. I don't know.

Q. When you suggested Mr. Peters, in August, 1955 that Mr. Todd move in with you at 230 52nd Street, what was Mr. Todd's general condition?

A. He was very nervous and upset and he just didn't know whether he was coming or going. He was shaking all over.

The Complainant objected that the question when he said that he went to the house on Victoria Boulevard and Mrs. Todd was not there and he did not know where they were at that time.

A. Do you now know where they then went?

A. Yes.

Vol. I Q. Where?

7-26-57 A. Connecticut.

page 5-A } Q. Do you know where they now live?

A. Her automobile is registered in the state of Connecticut and I take it from telephone calls at my phone from Stamford, Connecticut.

Q. From whom?

A. Mrs. Todd.

Q. To whom?

A. Mr. Todd.

Herbert Henry Peters.

Mr. Pitchford: I move that that part of his answer stating that the automobile of Mrs. Todds is registered in Connecticut be striken from the record for the reason that it is obvious heresay in that this witness does not have *ex*cess to the Division of Motor Vehicles of the State of Connecticut or its equivalent and whatever reasons he has are hearsay only.

Mr. Newman: I think we can take care of that.

By Mr. Newman:

Q. Mr. Peters, have you seen a auto driven by Mrs. Todd?

A. Yes.

Q. What kind?

A. Lincoln.

Q. Do you know the year or model?

A. No.

Q. Have you seen the license plate?

A. Yes.

Q. What is the name of the state on the license plate.

A. Connecticut.

Q. Do you know anything about the marital conditions or family conditions of Mr. & Mrs. Todd?

A. I overheard conversations that they have had. One case Fred was at the telephone and he said no the stove stays here, I need the stove. The day after that Mrs. Todd came to the apartment.

Q. What apartment?

Vol. I A. 230 52nd Street.

7-26-57 Q. What happened?

page 6-A } A. The following day the stove was missing from the premises and Fred was angry about it with Mrs. Todd. There was an argument later on. I just got out of the way. I know there is a lot of this that I can't remember, but at any rate the stove was removed against Fred's orders and without his knowledge.

Q. From the premises at 230 52nd Street?

A. Yes.

Q. When was that?

A. Six months ago or one year.

Q. During the time you have known Mr. Todd, during the past four years, where has he been employed?

A. Newport News Shipyard.

Q. Continuously?

A. Continuously.

Frederick S. Todd.

CROSS EXAMINATION.

By Mr. Pitchford:

* * * * *

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* * * * *

Q. You have testified that the general condition of Mr. Todd was poor when he left Victoria Boulevard and came to your apartment?
A. I said nervous and upset.
Q. You are not a doctor are you?
A. When a guy shakes like him I know he is nervous.
Q. Do you know what caused that?
A. After he was with me for a while he was much better.
Q. Do you know how much he had been drinking?
A. One drink before dinner.
Q. Drink of what?
A. Whiskey.
Q. Did he always stop with just one drink?
A. Yes.

* * * * *

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page 12-A } FREDERICK S. TODD,
called as a witness in his own behalf, being duly sworn, testified as follows:

DIRECT EXAMINATION.

By Mr. Newman:
Q. State you name.
A. Frederick S. Todd.
Q. Age.
A. 50.
Q. Residence.
A. 230 52nd Street, Newport News, Va.
Q. Occupation.

Frederick S. Todd.

A. Employed at shipyard as a designer.

Q. How long have you resided in the City of Newport News?

A. Since the latter part of December, 1955.

Q. Continuously?

A. Continuously.

Q. How long have you been employed at the shipyard?

A. Since Sept. 15, 1952.

Q. Continuously?

A. Continuously.

Q. Are you the Defendant in this proceeding brought against you by your wife in the Circuit Court?

A. Yes.

Q. And you are also the Complainant in a cross bill filed in the same suit?

A. Yes.

Q. When and where were you and Mrs. Todd married?

A. Mexico City on July 25, 1939.

Q. I believe you and she have two children.

A. Yes.

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Q. Please state name of the oldest one.

A. Frederick S. Todd, III.

Q. When was he born?

A. April 2, 1940.

Q. What is the name of the second child?

A. Nancy Reyna Todd.

Q. When was she born?

A. February 14, 1942.

Q. You stated that you have been employed in Newport News since September 15, 1952, had you lived in Virginia prior to then?

A. No.

Q. From where did you come to Virginia, September 15, 1952?

A. From Williamson, New York.

Q. Where had you worked?

A. I had been self-employed in operating a fruit farm for seven years prior to that time.

Q. Who came with you from Williamson, New York, when you came to Virginia in 1952?

A. No one came with me the first time I came here.

Q. Which was?

A. September, 1952.

Q. The testimony is that your wife and children have lived

Frederick S. Todd.

in Virginia sometime since September 15, 1952. When was it that they came to Virginia?

A. They first came to live about the first of September, 1953.

Q. Where did they come from?

A. Williamson, New York.

Q. Did you four live together in Virginia around the first part of 1953?

A. Yes.

Q. Where?

A. On Powantan Parkway, Hampton, Virginia.

Q. How long?

A. We were at Powhatan Parkway less than a month. I had rented this house for the children and my wife to live in and after Mrs. Todd had been there about two or three days she got in a quarrel with the landlord and she immediately went out and rented another house using money that I gave her for ordinary household expenses. We then moved to the other house which was located at 2500 Chesapeake Boulevard. That was about the first of October, 1953.

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Q. How long did the four of you live at 2500 Chesapeake Boulevard?

A. We all lived there together until about December 15, 1953. When Mrs. Todd took the children and went to Florida.

Q. Why did she take the children to Florida?

A. I don't know.

Q. How long did they stay in Florida?

A. First of April, when she came back from Florida. There is more I can say in regard to that.

Mr. Newman: Not at this stage.

By Mr. Newman:

Q. When she returned, did she bring the children and resume living with you?

A. She resumed living with me but the house was sold and we had to move out about the first of May, 1954.

Q. Then where did you move?

A. We moved to Depot Avenue, Hampton, Virginia.

Q. Who moved?

A. All of us.

Q. How long did you live there?

Frederick S. Todd.

A. About two months.
Q. Where did you move after that?
A. Then we moved to 4021 Victoria Boulevard.
Q. How long did you live there?
A. Until December, 1955.
Q. How long did Mrs. Todd and children live there?
A. About the 22nd or 23rd of August, 1955.
Q. What happened then?
A. Mrs. Todd left and took the children with her and went to Stamford, Connecticut where she *brought* a house and put the children in school and established a residence.

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Q. Who owned the house at 4021 Victoria Boulevard?
A. Mrs. Todd.
Q. Why did she buy the house?
A. It is hard to say. She had chosen the place on Depot Avenue both of us were looking for the houses. I went and it wasn't adequate. The house on Victoria Boulevard was.
Q. With whose funds was it purchased?
A. With her funds.
Q. Then you and she and the two children lived there from the middle of December, 1954, roughly, and she until August, 1955 and the children until August 1955, and you until December, 1955.
A. That's right.
Q. Did you pay her any rent?
A. I paid $100.00 a month rent until the end of December, 1955.
Q. You mentioned Mr. Todd that Mrs. Todd and the two Children went to Florida, what City?
A. Fort Lauderdale.
Q. Do you know whether or not Mrs. Todd purchased any real estate in Fort Lauderdale?
A. She had purchased a house in Fort Lauderdale about two years before that. She still owned it at that time.
Q. How long did they stay in Florida?
A. About 3½ months.
Q. Why did they return around the first of April, 1954?
A. Through the efforts of Mrs. Warren of Family Counseling Service of Newport News after about $75.00 worth of telephone calls. Mrs. Warren asked her to come back here and settle difficulties here.
Q. Then on the 21st or 22nd of August 1955 or there

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about, Mrs. Todd left and went to Connecticut with the two children. Why did she leave you?

A. I don't know.

Q. Has she returned?

A. No.

Q. Has the separation and desertion by her of you been continuous since that time?

A. Yes.

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Q. Do you not know is it true that she has real estate in Stamford, Conn?

A. Yes.

Q. Has she sold any of it?

A. Yes, in Virginia and in Connecticut.

Q. I believe Mr. Todd that in November, 1955, you visited Mrs. Todd in Stamford, Conn?

A. Yes.

Q. Why did you do this?

A. I went up there to see what could be done to straighten out family problems.

Q. Also you talked with Dr. Dean, a psychiatrist who had seen her. Also you visited the family. While you were there did anything happen?

A. Suit for divorce papers were served on me in the State of Connecticut at the office of Louis M. Altman.

Mr. Newman: We will have photostatic copies of these proceedings in just a few minutes so we will proceed.

By Mr. Newman:

Q. Were these two suits which Mrs. Todd instituted against you in the Circuit Court of Fairfield County in Connecticut pursued?

A. Yes.

Q. What has happened to them?

A. It was possible through the Connecticut Lawyers, Mr. Sturgess in Stamford succeeded in having the Court dismiss the case on the grounds that Mrs. Todd was not a residence of the State of Connecticut.

Q. At any rate, Mrs. Todd has not contended a divorce from you in Connecticut?

A. No.

Q. When you mentioned Mr. Sturgess, is it not true that you are referring to Mr. John C. Sturgess of the Firm of Hicks and Sturgess, Attorneys at Law in New Canaan, Con-

necticut whom we associated with when these papers were served against you?

A. Yes.

Q. Have you given Mrs. Todd any reason to divorce you as she has done?

A. No.

Q. Have you supported her to the best of your ability?

A. Yes.

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Q. Have you supported the children?

A. Yes.

Q. Do you now support them?

A. Yes.

Q. How much?

A. $110.00 a week, pursuant to the order of Judge Kearney entered on September 12, 1956.

Q. You pay her how much?

A. $110.00 a week.

Q. Have you paid it regularly?

A. Yes, every week.

Q. Beginning September 15, 1956?

A. Yes.

Q. Prior to the entry of this order and since she and the children had left you between August 1955 and September 12, 1956, had you given Mrs. Todd any money at all?

A. Yes.

Q. How much?

A. In the beginning and after she moved to Stamford, I was paying her $75.00 a week, and later, about six months later, I started paying her $100.00 a week and that was continued until the time I paid her $110.00 a week.

Q. In spite of the fact that they pulled up and left you at 4021 Victoria Boulevard, Hampton, Virginia, Mr. Todd, what is the basis of the difficulty which apparently has been going on between you and Mrs. Todd?

A. I would say basically Mrs. Todd seeks complete control and domaine over any and every kind of a way now only over my thinking and personal live but she seeks control and dominating of finances general family activities, even to the extent of trying to control my thinking and working in my job if there was any way which she could possibly do it. Also she has a greed and lust for property and control of people. She likes to push people around. She denies me a normal human life as the head of the family as a man free, white and twenty one. I have in her opinion no authority or no right to decide anything or say anything

special as to how things are done in the house or control of the children, of my own finances. She seeks to get property away from me in anyway that she can see fit to get whole of it or control it and has done this continuously over a period of about seven years. The property that she acquired or tries to acquire by means of the fact that her name appeared on the Deed on property that was purchased by me and not by her, she has seeked to control this property and to take half of it when it was sold. This would be put into her own general funds where it would not never been available to be used for the support of the family or for anything else according to her own statement made to me many times, sometimes in the presence of others.

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Q. Mr. Todd, while you were visiting her and the children in November, 1955, in Stamford, she caused you to be served in person the process for two suits in her favor against you. Has she done anything else with respect to your property, clothes, employer?

A. Yes, the time that we were living at Victoria Boulevard, there was one morning that I got up to go to work. I couldn't find my clothes or my wallet, car keys, many and various necessary items to go to work. On two occasions she called Mr. R. M. Donaldson, the head of the Hydraulic and Industrial Department at the shipyard and told him that I owed her a lot of money and that she was keeping my clothes until I paid her back what I owed her. She had called Mr. Donaldson at his home when we had lived on Chesapeake Boulevard.

Mr. Pitchford: Has someone else told when?

By Mr. Newman:

Q. How do you know that Mrs. Todd called Mr. Donaldson?

A. I was present and heard what she said.

Q. What happened?

A. At that time she had called to embarrass me and try to cause trouble for me by making it appear that there was something unusual going on in the family.

Q. Who is Mr. Donaldson?

A. Head of the Hydraulic and Industrial Division. He was my superior and head of my Department.

Frederick S. Todd.

Q. Have you had any recent transactions with Mrs. Todd concerning the title to your boat?

A. Yes.

Q. Tell us about it.

A. I have been trying to sell boat—it was about the 15th of June, 1956—I received a telephone call from Stamford, Connecticut and talked with a man named James J. Curry—he indicated that he was very much interested in the boat—he thought he would like to buy it if I would sell it for a reasonable figure. I asked a few questions and he answered them. He gave me his phone number. I called him back a few days later. He said that he was not interested anymore in the boat, but there was another man who would buy the boat from me—about a day or two later I received a telegram making an offer of $5,700.00 which I had quoted to Mr. Curry and I wired back by night letter accepting the offer. The telegram I received was signed by John F. Russell, I didn't recognize the name or realize at that time that I had ever known him. *Arrangments* were made to deliver the boat to Stamford Connecticut. I only had a P. O. Address and I had to send telegrams. I got various letters and replys in one way and in another. One letter which we have in our possession with the name of John F. Russell on it in the matter of delivering the boat in sale and arranging to take it to Connecticut.

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I obtained the services of a man who was familiar with boats to help me and we started out from Hampton and delivered the boat to Stamford, Connecticut, through a somewhat hazardous and dangerous trip. Mr. Todd met us at Atlantic Highlands, New Jersey and Mr. Wright, the man that I had on the trip went back to Hampton. Mrs. Todd and I delivered the boat to Stamford and moored it at the Stamford Yacht Club. The $1,000.00 check had been sent to me has a first payment. I was to receive the balance at the Stamford Yacht Club from Mr. Sullivan. The money was not there. Captain Sullivan did not know anything about it. I did not receive the check and was not worried about it. I returned to Newport News and I had been there about five days when I got a phone call. I was at work and it was Mr. John F. Russell. He was trying to say that he had not bought the boat. I had sent a title to Mr. Russell at the P. O. Box given on his letters, and I had signed the certificate with my name and transferred it to him. Mrs. Todd was also in Mr. Russell's Office at that time. It was then when I realized that

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Mrs. Todd had faked the various telephone calls, telegrams and letters and forged the signatures of Mr. Russell and obtained a possession of the boat, physical possession in legal title by misrepresentation and with false pretenses.

The boat remained in Stamford Connecticut from June 27, 1956, until about August 15, of that year. During that time Mrs. Todd had parties on board with other people whom she knew. She took people on weekend *crusies* across Long Island Sound, men and women, stayed overnight on the boat. Later Mrs. Todd, with the help of a man which she obtained in Stamford moved the boat to Point Plesant, New Jersey to try to get it sold. Sometime after I think, about two weeks after the conversation with Mr. Russell on the phone I received the balance of $5,700.00 sale price by cashiers check evidently paid by Mrs. Todd and when asking where she had obtained it she told me she had borrowed it. About the first of September, I paid Mrs. Todd back the money which she had paid for the boat and went up to Point Plesant, New York. I took my son Freddy with me and brought the boat back to Hampton. I paid all the money back to Mrs. Todd. I had all the expenses of taking the boat to Stamford. I did not have the use of the boat during the summer months. I missed opportunities to be able to sell the boat to people who had been notified of its being for sale. I had all the expenses of taking my son and myself up to New Jersey and bringing my car back because I had to take the car up to carry tools. Mrs. Todd continued to hold the title for the boat which was written in Mr. Russell's name. She would do nothing to help get the tangled up situation straighted out with the coast guard. I went to the coast guard in Norfolk. They told me the kind of a letter to write to have Mrs. Todd sign. I wrote the letter and sent it to her to have her sign it and see that she had no further claim to the ownership of the boat. She would not sign it. I had to have photostatic copies of checks paying to her which stated what the purchase was for and a long affidavit made by Mr. Newman and had to send these to the coast guard in order to have a new certificate and proper title to the boat issued in my name. It took about three months to get the title straightened out after getting the boat back here.

Q. What is the name of the boat?

A. "Denizen."

Q. I hand you a document marked Defendant's Exhibit "A" tell us what it is, which Mr. Pitchford has seen.

A. This is the affidavit that was made out in order to have

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sufficient information to get the title back to the boat after Mrs. Todd refused to cooperate in getting the title back the right way.

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page 20-A } Mr. Newman: I would like to introduce this Exhibit marked Defendant's Exhibit "A."

Q. Mr. Todd, you have told us of real estate which Mrs. Todd has brought in Florida, Stamford, Connecticut, in Virginia, including 4021 Victoria Boulevard, Hampton. Do you know if Mrs. Todd still owns it?

A. No. Sold it about a year ago.

Q. Did you cooperate by joining in the Deed with her?

A. Yes.

Q. Have there been other sales of real estate in Virginia?

A. Yes.

Q. Tell us of them.

A. The first house that she sold here was on Roanoke Avenue, another at Hampton. She also sold the cottage at North First Street at Buckroe.

Q. Recent transaction?

A. Yes. Two weeks ago.

Q. Does she have any other real estate?

A. At the present she owns a house in Hampton and she also owns a house in Stamford.

Q. Any other real estate in New York?

A. Yes, a piece or lake front property in Webster, New York.

Q. Mr. Todd, I wish you would describe Mrs. Todd's temperament.

A. I would say that she is emotionally unstable, hostile. Large part of the time. She will not listen to advice or other people's opinion. She tends to fly off the handle at any suggestion of something that she could make out to be a provocation. She goes into a terrific fits of temper, yells and calls me all kinds of names. Calls various members of my family all kinds of names. How little I earn and how stupid I am. This can be enlarged upon. There is no end. If you like to have me go ahead and do it.

Q. I wish you would tell me some of the names she has called you.

A. "Liar," "thief," "cheat," "jackass," "embecile,"

Frederick S. Todd.

"stupid," "moron," "mean," also she works on various members of my family.

Q. Why does she engage in these pursuits?

A. I don't understand. She is always looking for some excuse.

Q. Mr. Todd, I wish you would describe her personality with respect to whether she is or is not domineering.

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A. She is definitely extremely domineering.

Q. Mr. Todd, have you or she or both of you ever consulted a psychiatrist?

A. Yes.

Q. Has she?

A. Yes, she has consulted Dr. Wendell J. Pyle, Warwick. She has also, consulted Dr. Woodson from Norfolk. Consultation was held in Dr. Pyle's office and Mrs. Todd and I were consulted together by Dr. Woodson on one visit and by Dr. Pyle on several visits. She also has consulted Dr. Stanley Dean of Stamford, Connecticut.

Q. Has there ever been a suggestion of any treatment of Mrs. Todd.

A. Mr. Pyle suggested that it would be the best thing for Mrs. Todd and also for the family if she would have some psychiatrist treatment in a hospital. The one that particularly had in mind was the Medical College of Virginia in Richmond.

Q. Was anything ever done?

A. Right after the occasion when Mrs. Todd took my clothes, I went to Mr. Newman and we talked it over together with Dr. Pyle and Dr. Woodson and swore out a warrant to have Mrs. Todd taken on a lunacy charge. There was a long period of time after the warrant had been issued but nothing was done because we were trying to be very discreet and careful to bring up the hearing in such a way that Mrs. Todd could be brought in without doing anything that would be disturbing to her. It took several weeks and in the end we never did arrange to have the hearing because the warrant was withdrawn in the meantime.

Q. Have you ever consulted a psychiatrist?

A. Yes.

Q. Whom?

A. I went to Dr. Pyle first to explain what the problems were and to give him the background. Later on when Mrs. Todd was in Stamford, I went to talk with Dr. Dean. I talked with him about an hour. I also took some kind of a test which

Frederick S. Todd.

was given and I have also visited Dr. Pyle to try to find the answer to these problems.

Q. Mr. Todd, do you know anything about a type of a person which the physical people and the psychiatrist call a phallic woman.

A. Extremely domineering, a masculine type of a women. It means agressive and domineering.

Q. Would you describe, within your limit of knowledge, would that apply to Mrs. Todd?

A. Definitely.

Q. Mr. Todd, you and Mrs. Todd have two children, Freddy, 17, Nancy 15. They have been living with Mrs. Todd in Stamford.

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A. Yes.

Q. Describe Mrs. Todd's attitude and actions with respect to you and the children.

A. She feels that she has the right to complete control and complete possession of the children. Her attitude has been hostile and extremely mean. I believe that about 90% of this starting of these divorce suits are due to a large extent simply to hurting me.

Q. What has she done with respect to relations between you and the children?

A. She has turned the children against me trying to make out there is something wrong with what I want.

Q. Has she ever done anything to try to bring you and the children together?

A. Efforts have been made with lawyers, family counsellors and advisers in Rochester, Newport News, Florida and Stamford to try to work out a way to bring the family back together and have things go along smoothly. Several times she has gone away before she left for Stamford and reconciliations were brought about but they were brief because Mrs. Todd's attitude has not changed in regard to control and ownership of property.

Q. What has she done in anyway to increase the father, son and daughter relationship between you and your children?

A. She has tried to turn the children against me.

Q. What is your educational background?

A. Graduate of Cornell University. I have also studied business administration in Babson Institute. I have done a great deal of studying in the evenings during the past two years taking courses to prepare myself for becoming a licensed professional engineer in the State of Virginia. I took

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one such examination on the 3rd and 4th day of May, 1957, have not yet heard results.

Q. Where did you take it?

A. Lexington, Virginia.

Q. VMI?

A. Yes.

Q. Then, I take it that you want to continue to make this your home?

A. Yes.

Q. Mr. Todd, Mr. Peters testified that after Mrs. Todd and the two children left in August, 1955, you were "nervous and upset."

A. Well I think Mr. Peter's description was quite exaggerated. I was in a distraught condition due to the loss of my family and the breaking up of my home and I felt depressed, I wouldn't say that I was shaking.

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Q. What was your mental attitude?

A. My mental attitude was one of depression due to the family problems. It is very difficult to have family problems and also do your creative work and design. It has greatly impaired my efficient work to have these disturbing family conditions.

Q. How have you been feeling since you have been physically apart since August, 1955.

A. My very nervous condition has improved very much. I don't feel nervous and depressed as much when there is no immediate strife, going on between Mrs. Todd and myself. I naturally feel discouraged and depressed in not having proper family life. I have suffered very greatly from the lack of a happy family and I feel that it is unnecessary.

Q. You have described Mrs. Todd's actions with respect to her speech, things she says about you in the presence of others.

A. Yes, largely in the presence of the children and Mr. Peters.

Q. Tell us about the stove.

A. I bought the stove, paid $200.00 for it. We originally had an electric range at Victoria Boulevard when Mrs. Todd built the cottage down at Buckroe she moved that stove and put it there. At the same time she brought a new stove and charged it to me and installed it in Victoria Boulevard. I paid $200.00 for the stove and it was, I think, only two or three months before she left and went to Stamford. After she had gone and after I moved to 230-52nd Street, Newport News, I moved the stove out of Victoria Boulevard and had

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it placed in the kitchen at 230-52nd Street. Mrs. Todd was in the apartment one day when I was at work and when I got back the stove was gone and she had moved it to Stamford, Connecticut. I had told her before that the stove belonged to me and I wanted to keep it.

Q. Tell us why she took it.

A. She took it because she wanted it and also because I had told her not to take it.

Q. You told us previously that Mrs. Todd constantly contrives and wants to get money and property from you.

A. She has done it in this way from the time that we received settlement on the accident that we were in near Buffalo, New York.

Q. Mr. Todd, you mentioned that while you were visiting Mrs. Todd and the children in Stamford, in November, 1955, you were served with certain proceedings in person up there. I hand you herewith two sets of papers appearing in the jacket of Louis M. Altman, Counseler at Law, Stamford Connecticut, in which it is stated that "by Authority of the State of Connecticut, you are hereby commanded to attach to the value of Two Hundred Thousand Dollars ($200,000.00) the goods or estate of Frederick S. Todd of Hampton, Virginia, addressed to the Sheriff of the County of Fairfield and which is marked Defendants Exhibit "B" and which Mr. Pitchford has seen and asked you if this is a copy of the papers served upon you?

A. Yes, that is a copy.

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Q. I also hand you here a document which is entitled Support Complaint appearing under the name of Louis M. Altman and in his jacket and which is marked Defendant's Exhibit "C" and which Mr. Pitchford has seen. I ask you what are these papers?

A. These are papers served on me in Mr. Altman's Office.

Q. Who was present?

A. Mrs. Todd.

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Mr. Newman: Defendant offers Exhibit "C."

Mr. Pitchford: The Complainant objects to the evidence of Defendant's Exhibit "C" for the very same reason enumerated in Defendant's Exhibit "B."

Mr. Newman: Defendant's reply is same.

Q. Mr. Todd, your Cross Bill says as follows: "Wherefore, your Defendant prays that for as much as he is without remedy save in a Court of equity, that this Honorable Court decree a divorce *a mense et there* to him from the Complainant, Nancy Royce Todd, and in due time it may be merged into a divorce *a vinculo matriomonii* * * *." What is your wish at this time that the Circuit Court of the City of Newport News, Virginia, do in respect to your prayers for divorce?

A. It is my wish to have the divorce granted by the Court as stated in the Cross Bill.

Q. What is your wish with respect to the custody of the children?

A. I wish to be able to see children at times convenient and up to one half of the year.

Q. What is your intention and your purpose and desires with respect to the support of the children?

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A. It is my intention to support the children to the best of my ability, give them an education. It would be nice, if Mrs. Todd would wish it that way, I would like to have complete custoday of the children, to provide a home for them and have them live with me.

Q. What is your wish with respect to the support by you of Mrs. Todd?

A. I feel that Mrs. Todd has sufficient funds and income to be above to provide support for herself. I would provide support for the children but I don't want to support her.

Q. What is your salary?

A. At the present time my take home pay averages about $117.00 a week, net check each week. Nothing out of it except income tax and old age benefit, no savings and no insurance.

Q. What is your gross salary?

A. At the present time, for the year 1957, I think it will total $7,300.00.

Q. Estimated total income salary including bonus?

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A. $7,300.00 approximately.
Q. Before deductions?
A. Yes.
Q. What is your income roughly from any other source?
A. From dividends and interest, about $3,000.00.
Q. This will approximately be $10,000.00?
A. Yes.
Q. What is your estimated federal income tax?
A. I estimate that it will probably be about $1,500.00 for 1957.
Q. Estimated State income tax?
A. $500.00.
Q. Tangible property?
A. $125.00.
Q. Total estimated Taxes?
A. $1,925.00.
Q. Net income after taxes?
A. $8,375.00.

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Q. Do you have any personal expenses?
A. Life insurance, legal advice and hospitalization, about $1,000.00.
Q. Brings net income to $7,375.00?
A. Yes.

Q. What is minimum living?
A. Minimum existence for myself is $3,500.00. Just barely living.
Q. You estimated your net income to be $7,375.00. Under order of Court you are paying $5,700.00 a year. That would leave you around $1,800.00 Is that right?
A. Yes.
Q. What about Mrs. Todd's $110.00 a week you are now paying her?
A. No, I don't have sufficient income to pay her.
Q. Do you know if Mrs. Todd has any income of her own?
A. Yes.
Q. How much?
A. No idea.

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CROSS EXAMINATION.

By Mr. Pitchford:

Frederick S. Todd.

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Q. You have estimated in response to Mr. Newman's question that it would take a minimum of $3,500.00 a year for you to live. How did you arrive at that?

A. I made a budget. I estimated about what I need to live on. Rent, food, clothing and other *d*ixed expenses and other various things.

Q. How much of that $3,500.00 did you all*i*cate to your investment counselor?

A. $300.00.

Q. What size estate does he handle and advise you on $300.00 a year?

A. Approximately $70,000.00.

Q. Is that the approximate amount of your bonds and notes that you are making a list of for us?

A. Probably runs a little higher now. $75,000.00 totaling all securities.

Q. What real estate do you personally own?

A. Owner of part of a *fram* on Lake Ontario.

Q. Is that the property you have referred to as a lake front property?

A. That is the only piece of property I own.

Q. When did you acquire this piece or farm on the lake front?

A. It was about 1941.

Q. How much water frontage did you get?

A. There was originally 900 feet.

Q. How many acres of land involved in the original purchase?

A. 80 or 90.

Q. Did that include dwelling or outbuildings?

A. Farmhouse and barn.

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Q. How much did you pay for that property?

A. $5,000.00 for lake front property, $5,000.00 for farm buildings.

Q. Is that the property that Mrs. Todd found and insisted on your buying?

A. I wouldn't say that she found it. She went out looking

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for property and after she went out and looked around with various real estate men this appeared to be something that we might be interested in.

Q. Wasn't she particularly impressed with the property because of the water frontage and woods behind?

A. We were looking for a place and I was looking and we were interested in buying a place where we could build a year round home at the lake. This was in 1940. Then the war come on and we could not build.

Q. How soon after the purchase did you start selling off a part of the water front and the land behind the water front?

A. Four or five or six years.

Q. Do you recall how much you received for this?

A. $3,500.00.

Q. How much lake front property was included in that?

A. 30 feet.

Q. Was that title entirely in your name?

A. It was supposed to be in my name. I paid for it and as far as I knew I expected to have complete control of it. I didn't expect to be tied up for having Nancy sign the Deed.

Q. She *siged* the Deed without difficulty?

A. Yes.

Q. Has she not recently signed other papers in connection with Ontario property?

A. No.

Q. Has she since the separation of August, 1955, signed some such papers?

A. That was done before that. That was done in the spring of 1955.

Q. What was the purpose of getting her to sign the papers at that time?

A. To be able to have the property under my control as it rightfully should be.

Q. Was it a deed that you had her sign?

A. Yes, she signed a Deed that was prepared for that purpose.

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Q. Do you understand that by this instrument you were vested with sole title to the property except for her interest?

A. She got no interest of any kind.

Q. You cut her out of all interest she had in that property?

A. Yes, it would be left to her in real estate.

Q. What prompted you to do that Mr. Todd?

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A. Because of two transactions we had to go through and the continual threat that she kept saying again and again that she would not sign deeds for me unless she decided that she wanted to sell property and if it was sold she would take one half of all I got for it.

Q. What two transactions do you have in mind?

A. The first one was the house in Webster, New York. It was over two years before I could sell that property because she wouldn't sign the Deed. She wouldn't listen to me. We had an offer from responsible people. A very good offer and I signed the acceptance offer, but she would not accept the purchase offer.

Q. What amount of money was then offered for the Webster property?

A. $25,000.00.

Q. What price did Mrs. Todd want to sell the property for?

A. I don't know.

Q. Was there then discord between you and Mrs. Todd as the amount that should be realized from the Webster property?

A. Possibly could have been. Evidently there was some discord over that. I had purchased the Webster farm and the taxes on the Webster Farm were around $800.00, just for house alone are around $500.00 a year. I spent a lot of money advertising it and selling it. That was one case.

Q. Isn't it a fact that in that particular instance that you resented no end having to have your wife sign the Deed in order to convey the title?

A. No, I expected her to sign the deed when I wanted her to sell this property. She should sign it without question. She had no money in it.

Q. Did you consider that she had any opinion in this?

A. I disagreed with her opinion.

Q. The other instance was the Williamson property?

A. Yes.

Q. Is that the property that you paid $12,000.00 for originally purchase price and put into it a very large amount of improvements in the buildings and in the land and in the orchards.

A. I had put into it $22,000.00.

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Q. And you decided to sell it for $15,000.00?

A. I would have at one time.

Q. Is it not a fact that Mrs. Todd refused to sign?

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A. I had a purchase offer for $15,000.00. There was one time I would have sold it for that.

Q. On that particular piece of property, is it not true that Mrs. Todd found a person who was willing to pay $19,000.00 for the property?

A. Yes, in the meantime, I had moved down here and I had put that amount of money in it and had large amount of equipment I wanted to sell the farm and equipment in order to be free of farm. I was not in a position to take care of it and operate it myself. I was very weak because of my legs. I was just not able to take care of the farm. She would not let me have an auction and have the equipment sold. It was depreciating in value during that time and was becoming *absolute*. The price that we could get dropped each year.

Q. Now, let us go back to my original question. Is it not a fact that Mrs. Todd readily signed the deed when a purchaser was found with a $19,000.00 offer?

A. Yes.

Q. Is it not a fact that after that deed was signed an auction in which all of her household furnishings were sold was held?

A. The farm equipment was sold and a large *accumination* of junk from the house was sold. There was practically nothing sold of any value from out of the house.

Q. The furniture and stuff that was sold in the auction, had you bought it?

A. A large part of it I had purchased after my marriage.

Q. Is it not true that she had bought a lot to put into the house?

A. No, she didn't have much. I added to it time and time again. The Webster house was furnished very nice. A small part of that was sold in the auction.

Q. In what year was that auction held?

A. 1953.

Q. You had been married since 1939?

A. Some 11, 12, 13 years, yes.

Q. During all of that time had you ever bought her any new furniture?

A. Yes. Rugs, household equipment, dishwashers, ironer.

Q. Did you allow her any privilege of selection in choosing them or did you go to the store and buy them them or did you let her do it?

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A. Yes, she did go and buy things anytime we needed them. I would suggest that she do it.

Q. At the time of the auction in Williamson,

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was it not your intention and the intention of Mrs. Todd to go south some place to live?

A. Yes, I had been in Newport News over a year then.

Q. What arrangement or promise had you made to give her part of the auction money to buy some new furniture?

A. I didn't make any definite promise.

Q. What sort of indefinite promise did you make her?

A. She made such a fuss that she should be getting some of it for herself not for furniture. After she made such a fuss I did promise her $1,000.00 just to keep her quiet provided that she would sign deeds for me and not hold me up on any of the property that I had left after that.

Q. Mr. Todd, did you not promise to give her half of it?

A. No, I gave her all of the money for the furniture sold. The rest of it was farming equipment. I gave her $660.00 that was received for all kinds or various things and in addition to that I gave her the balance of $340.00 because she had paid for some carpenter bills up there.

Q. Do I understand that you did make a bargain with her for the auction of the property.

A. I wanted to keep her quiet. I also wanted her to come down here.

Q. Had you then decided that she was a psychiatrist case?

A. No.

Q. When did you leave Williamson, New York, for the first time with the intention to make your home in some other state?

A. It was around about the 20th of August, 1952.

Q. And you left Williamson and went here?

A. Here.

Q. When did you get the sixty foot boat?

A. In Florida about two years before then.

Q. So between the time you did go to Florida?

A. We went to Florida for three winters before I came here.

Q. Which one of the winters did you buy your sixty foot boat?

A. It was 1951 in April.

Q. Isn't it a fact that this boat was the only place that you provided in Florida for your wife and your children to live?

A. Yes.

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Q. Did you not know from previous experience that Mrs. Todd would get sick if she went on boats.

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A. No.

Q. And you had never seen her sick?

A. No. She always liked to go on boats. Wanted to go to Florida.

Q. Had you had other boats?

A. First power boat was bought in winter of 1949 shortly before the accident. We took that boat to Florida that winter. Mrs. Todd was very enthusiastic about the boat and the trip to Florida on it. She loved to go around talking about it in her way of exaggerating and distorting facts lead some people to believe that she ran the boat and did the piloting while I was lying on a bunk down below.

Q. While you were in Florida living on the boat with wife and children did she not on unnumbered occasions beg to buy a house?

A. I do not recall it.

Q. Did she not finally buy a house over many objections?

A. The time that she bought the house was the third winter that we were in Florida. Each winter we stayed in Fort Lauderdale. The first winter we stayed on the first boat on which we had taken the trip from Lake Ontario. I sold that boat the following summer in Rochester, New York, and she made a terrible fuss over my selling it. The second winter we bought a 31 foot Chris Craft in Fort Lauderdale and lived on it for awhile. I sold that boat in March in Miami and Mrs. Todd made a terrible scene in the broker's office because some repairs were needed and I agreed to a $100.00 lower price, but I got it sold anyway. After that we lived in a small place she picked out for us. We lived there awhile and looked around some and found the boat "Denizen" which I still have.

Q. Mr. Todd, is it not a fact that after Mrs. Todd spent considerable time on the boat she brought the house in Florida?

A. Yes.

Q. Did you live in it?

A. No, very short time. Children lived in it.

Q. How long did she and the children live without you?

A. First winter went down in January and came back in April.

Q. Did you not tell her that you were going to make her sorry that she bought this house?

A. No.

Q. Is it not a fact that when you left Williamson, New

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York, around September, 1952, that you proposed to your wife that you were going back to Florida?

A. I was going to Florida. I had intended to look around for a job. I had hoped that I would be able to find it in Florida.

Vol. I
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page 34-A } Q. Is it not a fact that you left home intending to go to Florida?

A. Not necessarily. I was looking for a place where I could find work in the south.

Q. How soon after you located in Newport News did you advise your wife of taking the job?

A. After I got the job in Newport News Shipyard I went to Florida to bring the boat. I wrote her a letter from the station in Richmond when I was starting to Florida and I don't remember when I started. I was about a week after I wrote her about it.

Q. Did you talk with her on the telephone in the meantime?

A. I don't know.

Q. I understand from your testimony this morning that you located in Newport News about September 15, 1952?

A. Yes.

Q. I further understand that your wife and children came to Newport News on September of 1953, nearly a year later.

A. That's right.

Q. Why was there so much delay?

A. She said she was never coming here. She was trying to get people to sue me for divorce.

Q. What lawyer did she contact?

A. Jacob Gitelmalm, Milton Grossman.

Q. Were any divorce actions started?

A. Yes, she tried to get them started. After numerous visits to Attorneys. Anyway they gave up that time. I was at that time living on 64th Street when she kept telling me that she would never come here. I offered to get a house and looked around. She told me all the time that she would never come here to live.

Q. Did she also tell you that she disliked separations?

A. Yes, she has said that she hasn't lived up to it.

Q. You established here without consulting her at all?

A. I did. I knew what her feelings were about having me go any place and having me start a place for us.

Q. How did you know this?

A. Because she had told me before.

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A. Yes.

Q. When Mrs. Todd flew to Newport News from Fort Lauderdale the Deed that she had sent you to be signed and return to her did she not then ask you to sign the Deed?

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A. She did.

Q. Did she then leave to go back to Florida?

A. Yes.

Q. Did you suspect later that because of that delay that sale was not made?

A. No.

Q. Is it not a fact that after the deal fell through that she and the children came to Newport News and closed up the house in Fort Lauderdale?

A. She did not return until several months after the trip up here for the signing of the Deed. She then returned to Williamson.

Q. Do you mean that Mrs. Todd was going to have *diffultity* getting a divorce in Florida?

A. She went to several different lawyers.

Q. Do you not know that Florida is rated as a very liberal divorce state?

A. Yes.

Q. When Mrs. Todd and the children came here to live, what provisions did you make to provide a place to live?

A. I rented a house on Powhatan Parkway.

Q. You rented a furnished house?

A. Yes.

Q. High grade of furniture?

A. Yes.

Q. Is that the place where the landlord living next door?

A. Yes.

Q. Is it not true that the landlord would come into the house on numerous occasions to make repairs?

A. She asked him.

Q. Was that a matter of annoyance to you?

A. Well, I don't think it was that bad. He was coming in there to do things that she asked to be done.

Q. Wasn't the plumbing in very bad condition?

A. No, it was in very good condition.

Q. The rent was how much?

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A. $100.00 a month.

Q. How about utilities?

A. I had to pay for them, gas and electricity.

Q. Didn't you and Mrs. Todd and the children

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Q. Didn't you believe that she had some preference as to a place to live?

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A. I did the best I could to find a job in the work that I could do.

Q. What place did you try other then Newport News?

A. I didn't necessarily try any other place. I had tried in Florida for two or three years before and written numerous letters to people and contacted a number of places in Florida. I was planning to go to Florida and look around.

Q. At the time you were looking for jobs in Florida. Is it not a fact that you were recovering from the accident?

A. Yes.

Q. Is it not also true that at that time you were not physically able to work?

A. Yes.

Q. Is it not also true that as soon as you were able to work you came to Newport News and took the job in Newport News?

A. Not necessarily true.

Q. What is necessarily true?

A. I came to find a job and I happened to find one here. I didn't intend to work for the shipyard but could not find anything else. I thought I could find a job in NACA.

Q. Is it not a fact that between the time that you came here on September 15, 1952, and the time that Mrs. Todd came here on September 1, 1954, that she and the children went to Florida?

A. Yes.

Q. Did you not understand from your conversation and correspondence with Mrs. Todd that that is exactly what she was doing. Is it not a fact that in that connection she found a purchaser of the Fort Lauderdale house, had a Deed prepared and sent it to you for your signature.

A. She had no purchase price on her deed. She had a Deed that was all blank and wanted me to sign it.

Q. Is that the time she sent you the Deed by special delivery, airmail?

A. I don't remember that. I received a blank Deed.

Q. Do you remember that she came up here by plane?

A. Yes.

Q. You then had a lawyer and your lawyer advised you not to sign it?

A. Yes.

Q. You were consulting with lawyers this far back?

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Q. Didn't you receive word by telephone that the house was on the market?

A. No.

Q. What did you hear about figures?

A. $16,000.00.

Q. Did you discuss that telephone call with your wife?

A. I don't recall.

Q. Do you remember receiving word that the house could be bought?

A. I knew it was for sale. I let people come in to see it.

Q. Wasn't that after you had advised the agent or owner that Mrs. Todd was not interested in buying the house?

A. I don't recall making any such statement.

Q. Mr. Todd, I expect to show before this case is over that Charles H. Gordon, "Flash" Gordon, Lawyer in Hampton called to get word to Mrs. Todd that she could have the house if she wanted to buy it.

A. I don't recall it. I had to put in a fuel tank. I had to go out and buy a tank. Mr. Gordon was out of town. I had to do something. I couldn't get in touch with him. I called him when he came back.

Q. Do you recall any of this conversation?

A. No, I don't.

Q. Do you deny that such a conversation was had?

A. I don't recall it.

Q. Did you object to Mrs. Todd buying that house?

A. No, I didn't.

Q. After that the house was sold to someone else?

A. That's right.

Q. Is it not a fact that you had several cats?

A. We had a dog.

Q. Did you because of the pets experience some difficulity in getting rented property?

A. I imagine there was some.

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Q. Is it not true that you and the family finally ended up on Depot Ave. in Hampton?

A. Yes, Mrs. Todd selected that place.

Q. Did you select or get any other place?

A. I went and looked for houses.

Q. Did you ever find one to your liking?

A. Yes, Powhatan Parkway house.

Q. Did you ever find a house suitable to buy?

A. I looked for houses.

Q. You had the money with which to buy a house?

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discuss the possibility and the advisability of moving out of that house because of the annoyance you received from the Landlord?

A. No, that wasn't the picture.

Q. What discussion did you have in that particular connection?

A. The way that I recall what happened, she had only been here about two or three days. We had had a hurricane before she came down here and there was a lot of broken shrubs around. We could stand that until the trash people came along to collect the trash. She picked up and moved the brush between the Landlord's garage to put her car in the garage. So Mrs. Jones came out and they had words. *The* immediately after that Nancy went looking around and rented a house on Chesapeake Boulevard which was in very bad condition.

Q. Was Mr. Jones the Landlord?

A. Yes.

Q. Now, you rented this Chesapeake Boulevard Number 3500?

A. Yes.

Q. You say it was in bad shape?

A. Yes, terrible shape.

Q. Did Mrs. Todd clean it up?

A. We all worked at it. I had to buy a stove and *frigerator* and other furniture.

Q. What allowances did the landlord make on the shape of the house?

A. One month's rent.

Q. Do you recall how much the rent was?

A. $75.00.

Q. While living there after the house was fixed did not Mrs. Todd express a desire to buy the house?

A. Not right at that time.

Q. While you were there did she not express this wish?

A. Sometime, yes.

Q. How long did she live there before she said she wanted a divorce?

A. She hadn't lived there long, about the last of December. She left in a tizzy saying that she was leaving for good and going to get a divorce.

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A. Before she left did she not extract a promise from the owner of the house that in the event that he put the house on the market that she be given first choice.

A. I did not hear that.

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went to lawyers here to get a divorce on several different occasions.

Q. Did you go with her to see lawyers?

A. Sometimes I did.

Q. Wasn't it the wish of Mrs. Warren to try to save and hold together marriages that were falling apart?

A. Yes.

Q. Is it not a fact that you went at the suggestion of Mrs. Warren?

A. No. I went at first on my own.

Q. Did your wife go with you?

A. Sometimes. We had conversations with Miss Dean in Rochester too.

Q. Suppose you tell us what happened in Rochester?

A. Well, it was the same thing. She was talking divorce. It was through Miss Dean's efforts that she came down here in the first place. After Miss Dean had pursuaded Nancy to come down here.

Q. I was under the impression that Mrs. Todd came here from Florida.

A. No. She came from Williamson, New York.

Q. How long have you and Mrs. Todd been consulting with lawyers because of some unhappiness in the family?

A. Since 1949.

Vol. I Q. When did the accident occur?

7-26-57 A. March 31, 1949.

page 41-A } Q. When was a settlement of damages made?

A. About a year later.

Q. Is it not true that a settlement of that claim was made for $133,000.00?

A. Yes. Paid to us for all the family together.

Q. Is it not true that $35,000.00 of that money was allicated to your wife to compensate her for her injuries?

A. Yes. That is true.

Q. At whose suggestion was the $35,000.00 allicated to your wife?

A. At my suggestion.

Q. What were the nature of her injuries?

A. Wrist cut, broken bones.

Q. Did she have several broken ribs?

A. Yes.

Q. Didn't she lose sight of one eye?

A. No, not due to the accident.

Q. Do you know what that is due to?

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A. Yes.

Q. Did you ever find one that suited you and thought was suitable for the family.

A. Yes, I have.

Q. Did you ever make any bonafied offers to buy one of the houses?

A. I did not make any offers on the house.

Q. You intended to make Newport News your home?

A. Definitely.

Q. Then, why did you not make offers on houses that were suitable for you and your family?

A. At that time we were renting.

Q. Is that the place where they had ten dogs and cats?

A. Yes.

Q. Did she express discomfort in living on Depot Avenue?

A. Yes.

Q. What, if anything, did you do to get them off this Avenue?

A. I went and looked at houses.

Q. Did you find a house for sale that was favorably located?

A. No.

Q. You could not find such a house?

A. She bought the house on Victoria Boulevard.

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Q. Has she bought any other houses?

A. Yes.

Q. Did you consider that that was her right and privilege?

A. Yes.

Q. Did you object to such behavior on her part?

A. In this way only. That she was spending practically of her time looking and fixing up houses and not doing household work in her own home.

Q. Is it your idea that a housewife is required to set at home and have no outside activities or interests?

A. No.

Q. If Mrs. Todd had the money, is there anything illegal about doing this?

A. No.

Q. What did you do yourself to provide a reasonably good home?

A. Everything from the time that I came *her*. I told Mrs. Todd that I would go and look for a place. She told me that she was leaving and did leave on numerous occasions. Everytime she came back she was only here a short time. She

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Q. The accordian which she had sold to get her nestegg, is it not a fact that that was a gift that you had given to her?

A. We didn't have the accordian very long. It was for everybody to use.

Q. Who in the family played the accordian?

A. She tried to play.

Q. Isn't it a fact that she is the only person in your family who has had music?

A. My daughter has studied music. The Royce boys were studying music. I was paying for their music lessons.

Q. Did these music lessons involve an accordian?

A. No, piano lessons.

Q. From the bond money we mentioned just a few minutes ago, didn't Mrs. Todd want to keep enough to bry perfume?

A. I don't recall such a request. I buy her perfume from time to time when she wants it and usually each year for Christmas I give her a large expensive bottle of "Shaparelli's Shocking."

Q. I understand from your testimony that when you were living on Victoria Boulevard, that Mrs. Todd had purchased with the part of her $35,000.00 that you were paying to her $100.00 in rent?

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page 43-A } A. Yes.

Q. Were you contributing anything else?

A. Yes.

Q. What were you contributing?

A. I gave her $75.00 a week for groceries and other expenses. In addition to that I paid the electric, gas bill, took care of the *plumming,* various utilities, water, sewage disposal and in addition to the $75.00 a week that I gave regularly she usually used another $25.00 to $50.00 each week for whatever purpose she used it for. I gave her $75.00 regularly and usually $25.000 to $50.00 more.

Q. Is it a *fare* statement sir, to say that you paid her this $100.00 a month rent. That you regularly in addition to that gave her $75.00 a week and often supplied her with $25.000 or $50.00 more a week.

A. Yes.

Q. That you also paid for utilities?

A. Yes.

Q. Was that any strain on you?

A. Yes. Should have been able to operate house on less money than that.

Q. Did she have maids?

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A. She had that. She had trouble with that eye when she was about 14 years old.

Q. Is it not a fact that as a result of the injuries sustained by this accident that she has lost the use of her right arm and hand?

A. Somewhat disabled.

Q. Didn't she prior to that time graduate from music conservatory?

A. Yes. She very rarely, seldom played the piano.

Q. Now, isn't it a fact that when Mrs. Todd received her $35,000.00 that she wanted to take that money and keep it and treat it as her own?

A. She did.

Q. Isn't that a fact that you suggested that you wanted the money for your own?

A. I wouldn't say that. I tried to pursuade Mrs. Todd to have her money invested by an investment counselor in a separate account. Not mingled with mind and for her to use the income partially when necessary if my income was not sufficient to support the family. I tried to pursuade her that her income should be used before using capital out of my account.

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Q. Isn't it a fact that she was not agreeable?

A. Yes.

Q. Didn't she take the position that it was your duty to support the family yourself?

A. She did.

Q. Is it not true that that is the very thing that started the discord between yourself and Mrs. Todd?

A. No.

Q. What did start it then?

A. I don't know.

Q. Mr. Todd, is it not a fact that sometime prior to that time Mrs. Todd received the $35,000.00 for personal injuries that she sustained that she had saved from household money $200.00 that she invested in bonds and then sold after realizing $850.00?

A. I don't believe that that is true. I think in the first place that the $200.00 came from the sale of an accordian that I had paid for in the beginning. She purchased some stock that was later sold for some higher price. I don't believe it was ever near $850.00.

Q. Did you, by taking it or by other ways receive from Mrs. Todd the money that she got from sale of stock?

A. That money was to pay bills.

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Q. Now I understood from your testimony of Friday that Mrs. Todd had represented to you that she would never live in Virginia or have anything to do with Virginia property, is that correct?

Vol. II
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page 11-B } A. She told me when I first came here that she would never live in Virginia and that I need not look for any house or any place to stay because she was going to get a divorce and never come here to live.

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page 15-B }

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A. Mrs. Todd told me, as I have said before, that she would never come to Virginia to live.

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Q. Do you recall writing a number of letters to Mrs. Todd between December, 1952 and September first, 1953 stating among other things that there was no place to live other than on the boat?

A. No, I did not write such letters.

Q. What did you write her during that period with reference to living quarters?

A. I told Mrs. Todd that I would try to find a place to live.

Vol. II
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page 17-B } It was rather difficult at that time to find a place to rent and having at that time a large amount of real estate that was a heavy burden to carry, I did not wish to buy any property here. Also I did not know then whether I would stay in this territory permanently so I was looking for houses to rent and trying to find a place for all of us to stay. I had no intention of having Mrs. Todd stay on the boat except pos-

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A. At times. Day help. We had help for house and yard.
Q. She left about August 22nd or 23rd, 1955?
A. Yes.

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Mr. Pitchford: Let's stipulate that Mr. Schneider was brought in at my request to complete the cross examination of Mr. Todd.

FREDERICK S. TODD,
called as a witness in his own behalf, being duly sworn, testified as follows:

CROSS EXAMINATION.

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Q. How long were your clothes hidden?
A. I think probably two or three hours.
Q. When she hid your clothes and kept them hidden for two or three hours, did you accede to her wishes and sign the deed?
A. No, I did not.

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the means to be able to maintain such a boat. In addition to this, she did not have the ability to be able to do the maintenance work and did not understand the operation of the engines. In other words, I believe that it could be said to be an extremely foolish move for her to buy a boat to keep in Stamford or to do anything else with it.

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Q. Now when you finally had your $5,700.00 for the boat and assigned the title, did you assign it to John F. Russell, the straw man?

A. I did. I don't know what you are talking about when you say the straw man.

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Q. A straw man, as I have used it simply means that a person who is acting for and in behalf of another undisclosed agent.

A. Mr. Russell was not acting in behalf of Mrs. Todd.

Q. He bought the boat from your and he took title to the boat and yet he was not acting for Mrs. Todd?

A. No, he was not and he did not accept title to it.

Q. Did he send you the title back?

A. No, Mrs. Todd had the title.

Q. Now in addition to the disagreements you all were having about the boat, were you not also having considerable disagreement and discord because of Mrs. Todd's speculating in real estate with her $35,000.00 accident money?

A. Mrs. Todd has been speculating in real estate and if any discord had developed from that particular thing, it was due mainly to the fact that she was occupied so much of the time with her real estate dealings that she was not taking care of her household duties.

Q. Were you objecting to her speculation or objecting to the time her speculation consumed?

A. I don't recall exactly what the objections were. I wasn't making objections.

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Q. Isn't it a fact, Mr. Todd, that you really wanted to take her $35,000.00 and handle it in your own way?

A. I did not. I never did. Never.

sibly temporarily until it was possible to find a place to stay. I do recall and believe that I have a letter which I wrote to my daughter just about that time in which I say that we would probably live in an apartment this winter if Mrs. Todd would come here.

* * * * *

A. Mrs. Todd had already made her plans and had been acting on the program of going to Florida to get a divorce. She did go to Florida and did try there to get a divorce. She had no intention of coming to Virginia as she stated in her own letters

Vol. II 7-29-57 page 18-B } Q. Did she ever file a suit for divorce in Florida?

A I don't think a suit was ever actually filed. She visited several different law firms and tried to get a suit started. I believe there are letters in our file from one or two of the lawyers that she contacted there.

* * * * *

Q. Did not Mrs. Todd attempt to buy the boat directly from you?

A. No.

Vol. II 7-29-57 page 19-B } Q. But she did buy it from you through a straw man or a third man, John F. Russell?

A. She bought it from me by means of the devious and deceitful methods described in the testimony I gave last Friday which was given clearly and exactly as those things happened.

Q. Mr. Todd, if you were willing to sell the boat for the $5,700.00 you testified that you got for the boat, what was your objection to selling it to Mrs. Todd?

A. Now I was supporting Mrs. Todd and she was separated from me and living in Stamford, Connecticut. She was living according to the plan that she had stated that she would never use any of her own money for living expenses or anything else. That she would live entirely on the money that I sent to her for support. Now I believe that it would be a rather foolish thing for a person under those conditions to purchase a boat to keep in Stamford harbor where it has to to be hauled out and stored out of water in the winter time. Mrs. Todd, according to her own statements, did not have

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Q. Is it not true that Mrs. Todd in one of her efforts to try to straighten out the difficulties between you, offered to turn over the entire $35,000.00 plus whatever she had accumulated with it if you would try to work with her and not worry her?

A. I tried to work with her and I did not worry her. She worried me.

Q. Well, I ask you if she did not offer to turn it over if you would make a simple promise to try to work with her?

A. She made some kind of an offer. I never had any definite and clear offer of such a thing and nothing was ever done that would make it possible to work out anything with her on that situation.

Q. When she was making some such offer that is not entirely clear to you now, do you recollect saying to her, "I am promising nothing."

A. No, I don't remember that.

Q. Would you deny that such a statement was made?

A. I have made such a statement at times but I don't remember in what connection.

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Q. You mean you admit that you have made statements to Mrs. Todd that you promised nothing?

A. I think in certain connections I may have *have* said that. There is nothing that I should—that I should promise. No reason for me to promise anything.

Q. You don't think that it is part of your duty as a husband to make any promises or agreements with your wife?

A. That all depends.

Q. On what?

A. Depends what the promises that she wants are.

Q. Now you have described your wife as belligerent, hostile, and unstable?

A. Yes.

Q. Now what has she done that's belligerent and hostile?

A. At the slightest excuse and some—any slight word that I say as to something I'm going to do or something that I think or some place that I want to go, such as going to get a job and if I—as I did when I came to Newport News, everything that I want to do she wants to do the opposite. When I first talked about going to Florida to live, she said she wouldn't go to Florida to live. She didn't want Florida.

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She wanted to go some place else. Later on after she—after I came to Newport News, then she wanted to go to Florida and she went there for a while and then later

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she went to Stamford, Connecticut and wanted me to come up there and every place she goes, everything that I say, she wants to do the opposite and she disagrees. She goes into a fit of anger with screaming and abuse and imprecations and works herself into a terrible mood and then starts out to go and get a divorce which she's done time and time again; practically I would say about twice a week she's gotten into a fit of anger where she says she's leaving. She starts to selling furniture out of the house. She gets everything into a terrible turmoil, takes the children out of school; some of the times she leaves; sometimes she doesn't. The fits of anger—she becomes—during the fits of anger she becomes very irresponsible. She jumps in the car and runs all over the place at a terrific rate of speed. She goes around telling people, friends and business associates and acquaintances that she's leaving. She says she's going to Mexico or some other place, take the children out of school, gets all her books home, just generally throws everything into a turmoil with no excuse whatever. I have not given her any excuse for these actions. I have done my level best, always, to try to maintain a friendly and pleasant family conditions. I have done everything in my power and far beyond my income in the way of support and in maintaining a good home. I have been very careful and very patient not to do anything to get her upset or excited. She does go into fits of anger that

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lasts sometimes for two or three weeks or even longer and she stays away and has done that a great number of times.

Q. Now you have explained her shortcomings. What shortcomings, if any, do you have?

A. Well, I have my own faults and weaknesses. I don't claim to be perfect.

Q. Would you enumerate some of your faults and weaknesses?

A. I would say that my greatest fault is being rather shy and lacking in self confidence.

Q. You are not a belligerent type person?

A. No, I am not. I am extremely, unusually patient and peaceful type of person.

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Q. Now in your testimony of Friday you said that Mrs. Todd and the family refused to let you exercise the prerogatives of a husband and father in your home.

A. That's right.

Q. What do you consider your prerogative to be, prerogatives, plural?

A. I consider that I should have some recognized authority, at least to be listened to and considered in the matters of deciding general family policies and well—in various ways, financial, general family problems that come up. I should be listened to and my opinions considered at least. I should be able to speak—voice an opinion without being screamed at and called all kinds of names and having her going into a fit of anger and run away or threatened with something; she threatened me with divorce which came up about a couple of times a week or threatened not to sign the deed to properties that I was burdened with and had to sell, saying that she would take this and take that and take property and money and so forth.

Q. So your prerogatives, as you understand them to be, is your right?

A. My rights, any normal human rights.

Vol. II 7-29-57 page 33-B } Q. To discuss and fix family policy?

A. I should be able to—to have some authority and be able to at least have my opinion carry some weight in deciding family policies.

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Q. Now you told us what you consider your prerogatives to be. What do you consider your duties as a husband and father to be?

A. My duties are any man's normal, natural duties which I have always lived up to, to provide for the family; to be the head of the household, to take care of everything that I can in the way of being a good husband and father and—I have been doing those things that are normally accepted as being the duties of a husband and father. I have been doing

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Q. Is it not a fact—at one time during your marriage did not you make a will making Mrs. Todd the sole beneficiary of your estate?

A. Yes.

Q. Did she not make a will making you the sole beneficiary of her estate?

A. I don't remember that. Mrs. Todd had no estate.

Q. When did you go off and have your will changed?

A. I changed—I had my will changed at one time when Mrs. Todd had left and gone away on one of her fits of anger.

Q. Didn't you discuss with Mrs. Todd the remaking of the will?

A. No, I did not.

Q. Did not she attempt to discuss it with you?

A. No. She wasn't there.

Q. Did you not deny to her going to a lawyer and getting your will changed?

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A. No, I don't remember denying anything like that.

Q. Did you not deny that when she found a receipt in your pocket when the suit was going to the cleaners?

A. I don't know what she found in my clothes. Mrs. Todd was still the beneficiary of my will. The only change that was made in it was the form in which it was to be left. It was to go to her in trust rather than to go to her outright which from my observations of her general attitude and ways of doing things I felt was the wise provision to make. That's why I had the will changed.

Q. Now you have testified that Mrs. Todd went to see a lawyer in Rochester about a divorce.

A. Yes.

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for the family future and to be able to have security and to have education for the children, I felt it was a more sound principle to have Mrs. Todd's money handled by someone such as an investment counsellor or a bank agency account or a lawyer or something like that and that these funds should be considered as a part of the general family economic system. I never asked or considered having any personal control of her money.

Q. Is it not true, Mr. Todd, that the only real money that she has ever received from any source was the $35,000.00 she received from the accident?

A. That's right.

Q. Would you be surprised to know, sir, that that $35,000.00 has now been made to grow into $65,950.00?

A. That's possible. It's in such form that it's not readily available though for her—

Q. Did you know that that $65,950.00 is represented by first mortgages on real estate?

A. Possibly could be. I'm glad to know that.

Q. And you don't call that readily available?

A. Well, it's all right.

Q. Now you promised on Friday to let me see a copy of your financial worth. Do you have that this morning?

At this time the witness handed Mr. Pitchford a sheet of paper.

By Mr. Pitchford:

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Q. Now Mr. Todd, pursuant to my request you have handed me a statement entitled, "assets" showing securities less debt, cash balance $78,977.00; real estate, $12,000.00; boat, $4,000.00; life insurance cash surrender value, $12,000.00, approximately. Total $106,977.00.

A. That's right.

Q. Is that your entire estate?

A. It is. I believe to the best of my knowledge. I can't think of anything else.

Q. All right, let's take the first item, if we may?

A. Yes.

Q. Securities less debit cash balance, $78,977.00.

A. Yes.

Q. Of what does that consist?

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them in spite of extremely difficult conditions that have been created by Mrs. Todd.

Q. Do you consider those duties important enough to require you to withdraw some of the money from what you call your capital account and use it for the support, *maintence* and upkeep of the family?

A. I been doing that continuously over a long period of years. I think it's unfortunate that such a thing has to be done. It would not have to be done to such a large extent if Mrs. Todd was cooperative in handling her funds in such a way that income from them would be available for family use. In that way together, economically speaking, the family would be much better off if her funds were considered to be a part of the funds available for use by the family in general.

Q. Mr. Todd, do you consider it to be the duty of a wife to provide the money to support the husband and children?

A. No, I do not.

Q. Then why do you say you should have the money from her estate to meet family expenses?

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A. I don't say I should have it. I do say that it would be a more sound economic principle in terms of family requirements and future conditions. That has been my plan and purpose always to provide the best kind of home and living for my family that I possibly could and I have been doing this. I have been trying to plan things in such a way that it would be possible to send my children to college and also naturally have to consider that we both—we all need something for our old age to be able to live after the time when I'm not able to earn anything any more. I have earned very little. I was in such physical condition that I could not earn anything for the years from April, 1949 to September 15, 1952. During those years I was not able to earn anything or have a job. I was losing money on the farm. I was trying to get rid of the farm, get that business wound up and disposed of and I was also having operations every little while, large medical expenses both for myself and for Mrs. Todd.

Q. Is it not true then that you would feel more secure and be enabled to increase your capital accounts if you had available for the support of the family the income of Mrs. Todd?

A. I never asked that her income should be made—that her funds should be made available to me except in this way; that I did feel that it was a more sound economic principle

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traumatic epilepsy. Also asthma and hay fever and she got the notion in her head that she would like to take Johnnie to Mexico. She thought it would be a good place for him to go but she had no idea where she was going to take him in Mexico or how he was going to be taken care of. I tried to dissuade her from making this trip. It was long and dangerous and for the small children it would expose them to diseases that are very prevalent in Mexico. However, she insisted she was going to Mexico and she went. I gave her the money, all that I had on hand cash at the time. Then when she—she left John Royce in Mexico and she was on her way back from and was in Memphis, Tennessee, I took a plane from Rochester, New York and met the family in Memphis and we were driving back to Williamson from there. Mrs. Todd had come from Mexico City. We were just south of Buffalo when a truck coming along from the opposite direction suddenly went out of control and hit us head-on. Mrs. Todd was driving and my son, Freddie, was on the front seat between us and I was on the right-hand side in the front seat. Nan was in the rear part. The car was a station wagon, Oldsmobile model 1948 I think or something like that. We were all very severely injured in this accident. We were taken into the hospital, Mercy Hospital in Buffalo and for several days they didn't know whether any of us were going to live or not. We all sustained very severe injuries. Do you want me to outline what all these injuries were?

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Q. Yes.

A. In this particular—

Q. I do.

A. Thing. Well, Nan was the least hurt of any but she had severe shock and brain concussion. She was unconscious and when she came to, she was extremely frightened and evidently suffered some shock from fright as well as her injury and it effected her speech. She wouldn't say a word to anybody and didn't talk for about ten days. After a while she gradually came out of that and in about two weeks she was all right and she was sent home from the hospital. My son had, as they originally diagnosed, had three fractured cervical vertebre in his neck. He had a rupture of the internal part of the windpipe with free air under the skin in his neck and was bleeding internally into his air passage. He also had a broken foot with a kind of a hole in it and he had a broken arm and various bruises and contusions. He was placed in traction with his head held by a pair of tongs that

Frederick S. Todd.

At this time Mr. Todd handed Mr. Pitchford a document.

By Mr. Pitchford:

Q. Now Mr. Todd, in response to that question you have handed me a sheet of paper on which is penciled a number of lines indicating that you have stock in a number of corporations and some U. S. Treasury bonds. I'd like to ask that this paper you have handed me be introduced in evidence as Complainant's Exhibit Number One.

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RE-DIRECT EXAMINATION.

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By Mr. Newman:

Q. Mr. Todd, there has been considerable reference to the accident. I think it might be well to give the Court the benefit of an orderly narrative of that occurrence and it's consequences. I believe this accident happened on March the—

A. March 31, 1949.

Q. Where did it happen?

A. Just on the outskirts of Buffalo, New York.

Q. Now at that time what were you doing? What was your occupation?

A. I was operating a fruit farm in Williamson, New York.

Q. Now you were living on the farm?

A. Yes.

Q. And who was living there?

A. Mrs. Todd and the children.

Q. All right.

A. They had been there but they had been to Mexico.

Q. They had been to Mexico?

A. Yes.

Q. When did they go to Mexico?

A. It was I think in February that Mrs. Todd took John Royce.

Q. Who is John Royce?

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A. John Royce was the—one of her children from her first marriage. She took John Royce from the Craig Colony at Sonyea, New York, took him to Mexico. He was suffering from a

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there to Elizabeth City, North Carolina where he left it and we went down there in December and went to Florida from there. We stayed in Florida that year. That was—it was 1949 to 1950 and we lived on the boat at Bahia Mar. We started back the early part of April, brought the boat to Elizabeth City, North Carolina, and left it there; returned to Williamson to take care of what could be done up there to continue with operating part of the farm that it was possible for me to take care of. I had to give up having the apples sprayed that year I think and just let the apple crop go.

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We were able to get the work done on the cherries to be able to produce a cherry crop which was harvested in about the first two weeks of August. Then, let's see, that was—that was 1950. Let's see, '49; '49, we went to—took the boat to Fort Lauderdale and '50 we came back to the farm. Then in 1950 in December again, we went to Fort Lauderdale and we rented a little motel kind of an apartment, efficiency apartment they call them. I think there were two bed rooms—and a daybed in the living room and a dinette and we stayed there from sometime before Christmas until about the middle of January and during that time we looked around. We found a thirty-one foot Chris Craft that we bought and we lived on that through the winter until we sold that in, I think it was in March—March I think of 1951 and then we stayed at a small place in Fort Lauderdale near the children's school I think for about a month or so and we bought the boat which I now have, the Dennison and we lived on that until around the first—the latter part of May.

We started north with it and left it at the Daytona Beach. That was 1951. Then we returned to Williamson and we were up there, on the farm and I think we probably tried to produce another cherry crop that year. I don't remember now whether we did or not. 1951, yes. In October, 1951 I had a very serious and difficult operation on my right hip involving a bone graft, taking some bone off the upper

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part of the pelvis and transferring it into the leg bone where it went up into the neck of the femur. That was in October, 1951. I was on crutches all the time, practically all the time from the time I came out of General Hospital in July, 1949, I was on crutches—on two crutches up until the time that I came here in September, 1952; gradually went to one crutch and then to a cane and I think it was

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were set into his skull, put traction on his neck and holding him in position for the vertebre to heal; also had treatment for his other injuries. Mrs. Todd had severe cuts, one on her right wrist that cut the nerves and tendons. She had a large number of broken ribs and internal injuries. She had a very bad cut on her knee and some broken bones in her leg and the various other smaller bruises and cuts and contusions. I had both hips dislocated and multiple fractures of the pelvic on both sides and several broken ribs and dislocated left shoulder, cracked knee cap and a severe—all of us had severe shock and I had numerous bruises and cuts and contusions, one large cut under the chin (indicating), that's the general statement of the injuries received. We have doctors' reports that give those in further detail. Now my son, Freddie, was in the hospital about two months. He was released and sent to Williamson to be taken care of by friends up there. Nan was being taken care of by friends in Williamson too. Mrs. Todd and I were both in the hospital about four months. We were—as soon as I was able to be out of traction, I was moved to General Hospital in Rochester, New York where I had therapy and various treatment to try to get back the use of my legs which I did gradually and I walked out of the General Hospital on crutches. Now we returned—when we were released from the hospital we went to the farm in Williamson where we continued to live and I continued to try to operate the farm business as well as possible under the circumstances. I had things already started for the crops for that year. I had been spraying and my family's farm next door carried on the spray program to be able to produce a crop of fruit. I continued to try to operate the farm through the fall of that year and to harvest the crops as well as possible under the circumstances. It was extremely difficult and I believe that the farm operated at a loss that year. I had very large expenses for everything in connection with recovering from the accident. At that time practically all of my capital was tied up in real estate or farm equipment. I had to borrow a large amount of money in order to carry on. I already had debts before that. Then at the end of the growing season of that year, we went to Florida in the thirty foot Chris Craft, taking the boat first from Lake Ontario to New York with Mrs. Todd and the children. Then with a man to help me. I took it to Atlantic City, New Jersey and the man took it from

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some interest and some physical activity was in operating the boat because I could sit some of the time and stand some of the time and in moving around the boat there were things close at hand to carry my weight. I could go without putting weight on my legs and without using the crutches. I could move around the boat. Things were convenient and close at hand in places where I could support my weight and I could sit some of the time and stand some of the time. Now—let's see. I forgot where I was now.

Mr. Pitchford: You were on the boat moving around.

A. I know that. I forget where I was in the story. When I went into—

Mr. Newman: You were in Florida in Fort Lauderdale in the spring of '52 as I recall it.

A. Yes—no, I had returned to Rochester and had the second operation on the hip.

Q. When was the second operation?

A. In May of 1952 and that summer we were at the farm and I had, as I had stated, I was trying to get things squared away to be able to get the real estate sold and the farm equipment sold and so forth. I had all these terrific expenses for doctor bills, hospital bills and support of the family

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without income and carrying the expense of the Williamson farm. As soon as I was able, physically able and was through with operations, with a reasonably good recovery apparent at that time, I started out to find a job and to get located in the territory where the climate would be more satisfactory for the physical conditions that had developed. Now the—in getting back to the accident, the thing that happened in the accident was that the truck driven by or owned by the National Gypsum Company had gone out of control, had hit us head-on and had created all these injuries and suffering. It was in the spring of the following year that we went to Buffalo to go into Court in the suit that had been brought to compensate us for the injuries received in the accident. The suit was settled out of Court after two days in Court and the amount that was agreed upon to be paid to us was a lump sum for everyone was $133,000.00. Now after this sum had been agreed, it was discussed in the offices of Brown, Kelly, Turner and Simons with Mr. Brown and—what was the name of that other man, do you

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about around June of 1953 when I finally was walking without a crutch or a cane. Now, let's see, in the fall of 1951 or I think it was in December when we went back to Fort Lauderdale—we went to Daytona Beach; we took the boat and went to Fort Lauderdale with it. We lived on it there and that year I believe is when Mrs. Todd bought her house. Yes, it is. I can remember it now. I think it was about in April or shortly—yes, I think it was about April when she bought the house in Fort Lauderdale. We put the boat in storage and I think we stayed at Mrs. Todd's house for a short time. I don't think it was more than a month.

Then we returned to Williamson and in October, 1951 I went in for the second operation on my hip at which time they installed what they call a Thompson prosthetic device which is a metal ball which is fastened to the top and to the leg bone at the femoral neck and replaced the femoral head which had deteriorated due to asceptic necrosis. Now that was in May of 1952 and we were staying at the Williamson farm trying to get things squared away and finished up so that I could get the business sold. I was trying to do that. Mrs. Todd was—she was buying other real estate in the territory when it had already become a well recognized fact that it would not be practical for us to stay in that territory and certainly would not be practical for me to try to continue to operate the farm.

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During this period which was mentioned before, I had one other operation which I did not mention. That was the removal of a dupuytrens contracture in my left hand due—which was caused by carrying my weight on that hand on crutches. It was a painful operation and made it extremely difficult for me to get around for quite some time because I could not carry my weight on that hand and use the crutch. All during this period I was of course very weak from the result of the accident in the first place and having these operations and I had no opportunity to use my legs to be able to build up my muscle on them. As a result, there was very little flesh on my back side and it was extremely painful to sit for any length of time, particularly on a hard seat and I had to sit some of the time and lie down some of the time. It was also very painful and difficult to ride in the car, particularly if I had to sit in it for hours at a time. My hips would stiffen up and be very lame and hard to get straightened out. About the only thing that I could do that was of

Frederick S. Todd.

A. That's—that's correct, yes sir.

Q. Including the hospital bills, attorney fees and other expenses which you say I believe came directly out of the accident?

A. That's right, came directly out of the accident.

Q. All right, then from March—what was the date of the accident?

A. March 31.

Q. 31, 1949 was the date of the accident?

A. Yes.

Q. Until September 15, 1952 when you first went to work for the Shipyard here in Newport News there was no—you were not earning any income at all?

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A. No, I was not.

Q. Then during that period which of course as I understand it was largely convalescent—

A. That's right.

Q. You were living from the income and capital?

A. That's right.

Q. From this $50,000.00?

A. That's right.

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Q. Now going back to the Williamson farm in New York State, when did you acquire that?

A. Let me see. I think I better look in your file and I think we'll find something.

At this time the witness perused a file.

A. The farm lake road, Williamson, New York, May 6, 1947.

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Q. In whose name was that purchased?

A. In my name. I mean—I bought the property and paid for it and intended to use it as a business. Also our home was on there and the—I paid the full purchase price. The deed for the property had Mrs.

remember? Well, his associates as to how this money would be distributed among the different members of the family. Being the head of the family and responsible for its support, I felt and I believe that Mr. Brown and others felt that the large proportion of the settlement money should go into my hands and it was discussed to divide it in certain ways. Mrs. Todd expressed her opinion that she thought she should get half of the money that was left after what the children got. Mr. Brown and the other man felt that this was not an equitable distribution. They told me and I don't know whether Mrs. Todd heard this or not, that they thought that about $27,000.00 for her part was about right. She made severe protests and rather than have her protest and have family discord, I said, "let her have $35,00.00." I felt that it would be—it was all a part of the money available for the family and I thought no more of it. After paying up all the expenses, doctor bills, lawyers fees, hospital and medical and various debts that had been accumulated due entirely to the accident, I had left $50,000.00 which I was able to invest to be used for in support of the family; was added to what I then had in securities which was about $12,000.00.

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I had from around about July, 1950 until the time that I started on my job here no means of income. This was from July, 1950 until September 15, 1952. I had approximately $62,000.00 in capital invested in securities which paid an income probably of approximately $2,500.00. I had the burden of all the real estate to carry and expenses for trips to Florida and everything of that nature and I had no other income until I started work at Newport News Shipbuilding. At that time my net salary was something like $71.00 a week.

Q. Mr. Todd, I believe you said the lump sum settlement from the accident was $133,000.00?

A. That's right.

Q. And of that $133,000.00, how much was allotted to Nancy, your daughter?

A. $3,000.00.

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Q. How much was allotted to your son, Fred?

A. $12,000.00.

Q. And Mrs. Todd I believe was allotted $35,000.00?

A. That's right.

Q. And you were allotted $50,000.00?

A. That's right.

Q. And the remaining $33,000.00 were the total expenses, is that correct?

Frederick S. Todd.

Todd's name on it as a courtesy or as they call it there, it's a tenancy in common.

Q. But in any event, the purchase was made with your own funds, is that correct?

A. That's right, yes.

Q. When did you dispose of the Williamson Farm?

A. October, 1954.

Q. What was done—for what sum?

A. The sales price was $19,000.00.

Q. What was the net amount available to you?

A. Well, there were some expenses. Let's see. Well, I have in my records here that the sale price was $19,500.00 and I think that there may have been some expenses in connection with that but I think it would be fairly reasonable to say that the net price was $19,000.00—I mean the net proceeds were $19,000.00.

Q. How was the $19,000.00 net proceeds distributed, disposed of?

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A. Well, at the time that I received the first down payment check for that property, I went to deposit it in the bank in Williamson, New York. It was a check for $1,000.00. I could not deposit the check because it required Mrs. Todd's signature. The proceeds of the sale were given on the check as belonging to Frederick S. Todd and Nancy R. Todd, his wife, or something like that, whatever way they put it on and before I could deposit the $1,000.00 check to my account I had to write a check to Mrs. Todd for $500.00 and she insisted that she was going to take half of the balance of the proceeds for the Williamson farm which I had bought and paid $12,000.00 for and had made improvements totalling so that the total cost of the Williamson property to me was approximately $22,000.00. Then following that we—we were at Victoria Boulevard in Hampton I believe and something had to be done to make it possible to be able to settle the Williamson farm deal. Mrs. Todd insisted she was going to take the other half—take half of the total proceeds of the property in the same way that she did the half of the down payment check. All this is involved with her constant suits and continued attempts at making suits for divorce and is somewhat involved with some of the discussions with marital counselling services and with Doctor Pile, the psychiatrist but in the course of the various discussions and so forth I agreed to sign over the Webster property to her and give her $3,500.00 in cash out of the proceeds of the

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Williamson farm rather than to have her take half of the proceeds of the Williamson farm. I had my choice. I could have given her half of the $19,500.00 or I could have given her the Webster property which was in both names but had been purchased by me. She insisted that she was going to take half of any property that I had in the same way at the time that it was sold or that she would hold up the sale of any property by not signing the deed if she chose to do so.

Q. So what did you do?

A. I signed over—had a new deed made for the Webster property and put it all in her name and I gave her $3,500.00 in cash so that I could get the proceeds from the Williamson farm.

Q. Mr. Todd, I believe you testified that you had bought and paid for the Williamson farm?

A. I had.

Q. Why did she insist on getting a half of it?

A. Because her name was on the deed and she had an opportunity to get it by that method, to get that money by refusing to sign any checks or allowing me to deposit any money in my account until I paid her half of it first.

Q. When did you acquire the Webster property?

A. It's right here. That was bought about June, 1945.

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Q. With whose funds?

A. With my funds.

Q. In whose name was it acquired?

A. It was supposed to be in my name but her name was on the deed and tenancy in common.

Q. Why did she insist on having that property?

A. I proposed giving her that property rather than to have her take half of the Williamson property. I could do one or the other. I preferred to have the cash. I needed cash more than I needed the Webster property.

Q. Mr. Todd, prior to the settlement in 1950 or this accident at which time Mrs. Todd received $35,000.00 net, clear, did she have any property to amount to anything of her own?

A. No, she didn't.

Q. Now going back to the Webster property, what has since happened to the title of that property?

A. Mrs. Todd has the title to the Webster property in her name, complete.

Q. What about the Ontario property?

good of the family. That was not the intent of the deed or my intent in buying the property or anything like that.

• • • • •

Q. Did you at any time between 1945 when the Webster property was purchased and 1947 when the Williamson property was purchased undertook—undertake to get a correction deed?

A. No, I didn't.

Q. Or a new deed?

A. No.

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Q. So as to vest title in you and you alone?

A. No, I didn't.

Q. You and Mrs. Todd had no difficulty during those years, did you?

A. Well—

Q. I mean serious difficulty?

A. There was not anything of any serious nature, not too much at that time. The difficulties began after I quit my job at Eastman Kodak and started in the farming business and soon then it became obvious that Mrs. Todd was trying to take over everything to set herself up as complete controller of the businesses and the real estate and everything that she could possibly manage to get under her control.

Q. Is that the reason you say she was a phallic type person?

A. I didn't say she was. Mr. Newman brought that up as being a term used by the psychiatrist. He asked me to explain it and I told him that I would explain it as well I could from what the psychiatrist told me.

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RE-DIRECT EXAMINATION.

By Mr. Newman:

Q. Mr. Todd, you have testified numerous times both

Frederick S. Todd.

A. I have the Ontario property now in my name complete.

Q. Well, how did you—originally when was that purchased?

A. That was purchased April 22, 1944.

Q. By whom?

Vol. II A. By me.

7-29-57 Q. With whose proceeds?

page 69-B } A. With my funds.

Q. And whose name was that titled in?

A. It was—the title there tenancy in common, Frederick S. Todd and Nancy S. Todd, his wife.

Q. What is the condition now of the title to the Ontario property?

A. The Ontario property now is in my name.

Q. How did that come about?

A. Well, we finally persuaded Mrs. Todd that it was fair if I was to sign deeds for her and giving her the Webster property which she had no—which she was not entitled to in any way and had been given to her to appease her to make it possible for me to get the proceeds from the Williamson farm. Mrs. Todd was doing real estate dealings and transactions and she very often asked me to sign deeds for her which I did practically all the time without hesitation. Finally in order to protect myself from having the same thing pulled on me with other property that she did with the Williamson property, I decided to say that I would not sign one of her deeds until she signed one of mine and she had a piece of property she wanted to sell so after a long time she finally agreed and signed the deed for me and I signed one for her.

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Q. Did you understand that legally she was then one half owner of the property?

A. She was, legally. I mean—it never was the intent of the deed to give her the property for herself outright to be kept by her and not used for anything that would be for the

Q. Yes.

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page 79-B } A. "Law offices of Roger, Morris and Griffis, Suite 603, Sweet Building, Fort Lauderdale, Florida. March 4, 1953. Mr. Frederick S. Todd, 527 Bridge Street, Hampton, Virginia. Dear Mr. Todd: Your wife has been into our office for several conferences concerning your domestic relations and as a result of same has requested that we write to you. It would appear from the information she gives us that it will be impracticable for your wife to *contine* to live with you. We are writing to determine what position you will take in the event she should file suit for divorce. If this is done we *fell* that arrangements should be made for the support and maintenance of your two children and alimony for Mrs. Todd. She advises us that a reasonable amount for both alimony and support would be $100.00 per week. She should have the custody of the children and you of course would have the right of reasonable visitation. Normally the husband would be required to pay the costs of such a suit together with reasonable attorney fees for the wife's attorneys. There are probably other details which would require consideration but which we need not mention at this time. Would you please let us hear from you in connection with the above at your earliest convenience either personally or through your attorney. Thanking you, we are sincerely yours, Roger Morris and Griffis, signed by J. E. Morris, Jr."

Mr. Newman: I'd like to introduce this letter as Defendant's Exhibit, "E."

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page 80-B } The letter was received and marked Defendant's Exhibit "E."

By Mr. Newman:

Q. Then I believe, Mr. Todd, you further testified that Mrs. Todd finally sued you in Connecticut for divorce?

A. Yes, that's true.

Q. In which her attorney was Mr. Louis Altman?

A. Yes, that's true.

Q. And then again Mrs. Todd sued you in the present proceeding brought in the Circuit Court for the City of Newport News by our good friend, Harry L. Nachman as her Attorney. Is that correct?

Frederick S. Todd.

Friday and today that Mrs. Todd often proposed or threatened divorce proceedings against you from time to time and in various places. Do you recall when those threats started, roughly?

A. I would say they started before Mrs. Todd went to Mexico. She made some—some threats in connection with going on that trip that she might go to Mexico and stay there. She did mention that. From then on they were almost continuous. Hardly a week went by without having that kind of a threat.

Q. You mentioned Mrs. Todd having interviewed Mr. Milton L. Grossman, an Attorney in Rochester, New York in connection with divorce proceedings. I hand you a letter which Mr. Pitchford has seen, dated November 19, 1952 which I'll ask you to read into the record.

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A. This is a letter from Milton L. Grossman, Attorney and Counselor at Law, 16 State Street, Rochester 14, New York. November 19, 1952. "Mr. Frederick S. Todd, care of Maynard Marina, Hampton, Virginia. Dear Mr. Todd: Your wife has consulted me concerning unhappy differences between you and with a view toward obtaining a dissolution of your marriage. I would suggest that you retain an attorney here so that I may discuss this matter with him on your behalf. Signed, Very Truly Yours, Milton L. Grossman."

Q. Did you receive this letter?

A. Yes, I did.

Q. And what did you do with it?

A. I brought it to Mr. Newman.

Mr. Newman: I'd like to introduce this as Defendant's Exhibit "D."

The letter was received and marked Defendant's Exhibit "D."

By Mr. Newman:

Q. Now Mr. Todd, I also hand you a letter dated March 4, 1953 which Mr. Pitchford has seen, from Messrs. Rogers, Morris and Griffis, Attorneys at Law, Fort Lauderdale, Florida, signed by J. E. Morris, Jr., which I'll ask you to to read into the record.

A. Excuse me a minute. Do you want me to read off the title?

Nancy Royce Todd.

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Q. Now were there any children born of your second marriage?

A. Yes, sir. Two, a boy and a girl.

Q. State their names and present ages, if you will.

A. Nancy Reyna Todd, fifteen and Frederick S. Todd, seventeen.

Q. With whom do the two children, born of your marriage to Mr. Todd, live?

A. With me.

Q. How long have they lived with you?

A. Two years.

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Q. How long did they live with you and Mr. Todd?

A. Sixteen years—well, no, a little less than that from the time they were born. We have been married sixteen years.

Q. What kind of a home are the children now provided with in Strawberry Hill—on Strawberry Hill in Stamford, Connecticut?

A. We have a small but very nice house. It's comfortable; has three bedrooms, nice living room, dinning room, kitchen, good furnace, wall to wall carpet, venetian blinds and my Steinway which we like very much and TV and a little furniture. Four or five things that I bought in Williamsburg, Virginia and the rest, just a few old pieces that aren't very good but my daughter keeps complaining she wants new furniture and I told her some day I might be able to get a sofa or something.

Q. Are both of the children attending school in Stamford?

A. Yes, sir.

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Nancy Royce Todd.

A. Right.

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* * * * *

NANCY ROYCE TODD,
called as a witness in her own behalf, being duly sworn, testified as follows:

DIRECT EXAMINATION.

By Mr. Pitchford:

* * * * *

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* * * * *

Q. Now are you the wife of Frederick S. Todd?
A. Yes, sir.
Q. When and where were you when you and Mr. Todd married?
A. Mexico City, July 25, 1939.
Q. Had either of you ever been married before?
A. I had been married once before.
Q. Were any children born of your first marriage?
A. Yes, sir, three boys.
Q. After your marriage to Mr. Todd did the three boys thereafter live with you and Mr. Todd?
A. Yes, sir.
Q. What arrangement was there for their support and maintenance and upkeep?
A. Their father had said that he would give us anything we wanted and we left it up to him and he gave us half of his salary each month.
Q. Was that arrangement agreeable with Mr. Todd when you married him?
A. Yes, sir.

ment divided among the four members of the family, namely you, Mr. Todd, Nancy, and Freddie?

A. Nan had $3,000.00. Freddie had $12,000.00. I had $35,000.00 and the rest was to go to Mr. Todd.

Q. Did Mr. Todd qualify as the guardian of the estate created for the two children by reason of the settlement?

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A. When you say qualified, I don't know what you mean.

Q. Did he go to Court and—did the Court appoint him as the guardian to handle the money to which they were entitled?

A. Yes, sir, he did, yes.

Q. Was there any discord between you and Mr. Todd with reference to the amount to be demanded in settlement of the various claims?

A. Yes, we—he kept complaining that we weren't getting any money that first year while we were recovering from our injuries and he wanted to settle right away and he kept writing them and trying to push things and trying to get settled and we were told by many doctors and many people not to settle under two years because our full extent of our injuries would not be known for two years and I felt that we should take their advice and wait two years.

We weren't spending very much on living expenses. We were just living on the boat and never spent anything on entertainment. I was doing all the work and I agreed finally to—after a year to get the thing settled and they wanted to settle for one hundred twenty-five thousand dollars and I said I wouldn't settle for so little and they asked me what I wanted and I said I thought at the very least would be $135,000.00 and so then they—Mr. Todd said that he very much wanted to get it settled right away and for me to please get it settled so I— then they said would I settle for one hundred thirty-three thousand and I said yes I would because he was so anxious to get it done. He worried a great deal if he had to wait for—for the settlement.

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Q. Now in dividing the settlement money between the various members of the family, was there any discord or disagreement?

A. The lawyer said that they had decided to give me $33,000.00 only because I was—although I was the most seriously injured and I had permanent injuries such as my hand that I never can use, that I was not the wage earner and I was

Nancy Royce Todd.

Q. Are you and the two children satisfied and
Vol. III happy with that mode of living?
8-21-57 A. Yes, sir, we have been very happy.
page 9 } Q. Now the children born of your first marriage, are they all grown up and gone?

A. Yes, sir.

Q. On their way?

A. Yes, sir.

Q. I believe it was testified to earlier that one, namely John Royce has died, is that correct?

A. Yes, sir.

Q. When did that death occur?

A. September, 1954.

Q. In Mr. Todd's deposition, considerable mention was made of an automobile accident. When and where did that accident occur?

A. Near Buffalo, New York, March 31, 1949.

Q. Who of your family was injured in that accident?

A. Our daughter, Nan; our son, Freddie, Mr. Todd and myself. We all were.

Q. Did the family recover damages from the owner or driver of the adverse vehicle for the personal injuries sustained in that accident?

A. Yes, sir.

Vol. III Q. Was the case tried to a conclusion or settled
8-21-57 during litigation?
page 10 } A. It was settled.

Q. At what figure?

A. At one hundred thirty-three thousand.

Q. Do you recollect how much money was left after the payment of counsel fees and medical expenses?

A. No, sir, but I don't think that our counsel expenses and medical fees were thirty-three thousand. I think that they were less than that because there was some doctor bills that didn't have to be paid because they were just sending them because they knew we had gotten a big settlement and there were quite a few doctor bills that weren't paid because they said they came in and looked for us and sent us a bill for one or two hundred dollars and Mr. Todd didn't pay some of them or didn't have to but I don't know because Mr. Todd never told me too much about what he paid or didn't pay.

Q. Of the money that was left after the payment of counsel fees and medical expenses in connection with the accident, how was the remainder of the money received from the settle-

Nancy Royce Todd.

A. Yes, sir, I'm blind in my right eye. I can see light and that's all.

Q. Have the doctors given you any reports as to what you may expect in the future with reference to your defective vision?

A. They said that they don't like to frighten me and they don't know. They can't say but that I could easily—it could easily happen to the other eye and I could easily become blind. Of course if I ever get any injury in the other eye, I wouldn't be able to see for the time being.

Q. When did you become blind in one eye?

A. When we went to Stamford in '55, I came back still trying to see if I couldn't work out some sort of an agreeable understanding with Mr. Newman and Mr. Todd and I came into Mr. Newman's office and unfortunately my lawyer was away so I came alone and I asked them—I told them that since the trouble all seemed to be that Mr. Todd wanted this money that I had—

Q. Wait a minute now, Mrs. Todd. I don't think you understood my question.

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A. After I talked to Mr. Newman that I got so upset that my eye started getting bad.

Q. Oh, I see.

A. I was in this office for half an hour and I said that I would do everything they wanted; I would give Mr. Todd everything I owned on one condition, that he would try to be nice to me and both he and Mr. Newman, especially Mr. Newman repeated over and over again, "we promise nothing. We promise nothing" and I said, "well then, I know definitely that Mr. Todd is trying to get rid of me for sure because if I give him everything, if I come here and if I'm a good wife and if I do everything he asks and then he can't promise not to try to get me upset because that's what makes me quite ill to get upset."

One reason I left in August was because I had very bad stomach cramps. If I get upset my stomach gets tied into knots so Mr. Newman was very unfair and very unreasonable and I went home and I cried very hard that night and the next morning I woke up and I had my whole eye was all bloodshot. My right eye and under my eye was all white and green so I went home the next day—a day or two later, I don't know just when, and I went directly to the eye specialist and from that time on the eye got worse and worse until I was completely blind and then after months and months

not—how did he say it—well, I did not have to take care of the family and so therefore that that's all they felt I should have and I said that I thought perhaps I ought to get a little bit more, get thirty-five because I was the one that held out for the thirty-three thousand when they were all willing to settle for twenty-five, one hundred twenty-five. So they said well, they thought that would be all right and so they gave me the thirty-five thousand.

Q. Did Mr. Todd agree to that?

A. Yes, sir.

Q. What injuries did you receive in the accident?

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A. I had a broken foot and broken ankle on both sides, a broken leg, a broken knee cap, fifteen broken ribs, an eight inch cut on my knee and my right hand was nearly severed. The tendons and the nerves were cut. My stomach was paralyzed for about twenty-five days. I couldn't eat or drink and my hand, the cut on my hand and on my knee had to be dressed every day because it was getting infected and also I had to take penicillin twice a day because they couldn't operate—they couldn't sew up my knee or my wrist for about a month. That's why my tendons are gone in my hand.

Q. How many different operations have you had in an effort on the part of the doctors to correct the injuries that you received in the accident?

A. Three on my wrist. I forgot to say too that my neck, something happened. I guess it snapped and it pained me terribly and I have arthritis in it now with spurs as they call it and also I broke several teeth and this year the dentist said that my dental work would be very expensive so I didn't have it done because it was $178.00 for just the children and a little work for me, but my teeth are quite bad. They were broken. I have had three operations on my wrist.

Q. Have you recovered the full use and function of your injured members?

A. No, I never will get the use of my right hand.

Q. Have you recovered the use of the broken ankle?

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A. Yes, sir, excepting it hurts in cold weather or damp weather or if I walk on it too much or stand on it too much. My ankle and foot hurt a lot.

Q. Are you suffering from any other physical disability not resulting from the accident?

and ask you if that is the report he has made at your request concerning your condition for which he treated you?

A. Yes, sir.

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A. Yes, the head of the General Electric left town with most of the funds or something about a month or two after Mr. Todd had left them but the place wasn't very satisfactory. He wasn't making very much money and he didn't like selling and so when he did of course decided to leave, he looked around Rochester and Fraudler seemed to be about the best.

Q. So he left Fraudler and went to Eastman Kodak?

A. Yes, sir.

Q. And he stayed at Eastman Kodak about seven years?

A. Yes, sir.

Q. What happened after the seven years?

A. Well, he's also accused me of gloating and telling everybody that I made him leave Kodak. He did interesting work during the war but the last year he was there, they gave him some work that he didn't understand, looking at big pipes in the cellar or something. He didn't like the people he worked with and he said he didn't know what he was doing and he didn't understand it and didn't like it and he complained of headaches and was just very discontented, so I—since we had a farm, I said, "you know enough about farming and you can read up on it. Why don't you just run your own business, if you like, and have your own farm."

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So he decided that's what he would like to do but he said it would mean that we couldn't have a maid, that we wouldn't have very much money to live on and I said I didn't care about that and he certainly—that was an understatement. We certainly didn't have much to live on but he always blamed me for it and said that I forced him to leave.

Q. Now did your manner or method of living change by reason of him leaving Eastman Kodak and going to the farm?

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of treatment I got enough sight so I can see daylight. I can tell the difference between night and day.

Vol. III 8-21-57 page 16 } Q. Was the sight of that eye impaired prior to the episode you have just outlined?

A. Very slightly. When I was fourteen, I had infected tonsils and I had a very slight scar in that eye, so that eye was a little weaker but it hadn't given me any trouble. Once in Rochester, one or two little shreds came in my eye and the doctor said it was just simply that that eye was weaker than the other and it cleared up.

Q. Now among the doctors who have treated you is one named Doctor John W. Haine of 636 Summer Street, Stamford, Connecticut?

A. Yes, sir, he's been our doctor for two years now.

Q. I have in my hand a writing consisting of two sheets of paper on the stationery of Doctor John W. Haine, dated August 16, 1957 directed, "to whom it may concern." It is written with a pen. I hand you this and ask you if it is a report made concerning your condition by Doctor Haine?

A. Yes, sir.

Mr. Pitchford: I offer it in evidence as Complainant's Exhibit Number Three.

Mr. Newman: The Defendant has no objection to the introduction of the document.

(The letter was received and marked Complainant's Exhibit Number Three).

Vol. III 8-21-57 page 17 } By Mr. Pitchford:

Q. Now Mrs. Todd, among your doctors has there been one, Doctor Howard A. Felding of Stamford, Connecticut?

A. Yes, sir.

Q. Is he a doctor specializing in the treatment of eye diseases and disorders?

A. Yes, sir.

Q. Has that doctor treated you over a period of time?

A. Yes, sir, two years.

Q. I have—I hand you a typewritten sheet on the stationery of Doctor Howard A. Felding, dated August 16, 1957

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A. Yes, sir, it did. I never had anyone to help me with the housework until cherry picking time or apple picking time when there were some other people from Florida and once in a while they helped me. Before that, I had a maid nearly all the time who cooked and took care of everything and lived at the house.

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Q. How long did you all own the Williamson property?
A. I think about—I think about seven years.
Q. Was the Williamson property a farm?
A. Yes, sir.
Q. What kind of a farm was it?
A. Fruit farm mostly.
Q. What kind of fruit was raised on that farm?
A. Cherries and apples and prunes.
Q. How was the farm work attended to and done?
A. Beg your pardon?
Q. Who did the farm work?
A. Mr. Todd.
Q. Did you help with the work any?
A. Yes, sir, I—I helped when he couldn't get the men to get up Sunday morning at five o'clock to spray the orchards. I had to drive the tractor and I had to take the truck—I didn't have to take the truck with apples into Rochester thirty miles but I did it to help him out because when I'd bring home $100.00 or $80.00 each time I went, I handed him the money; never kept anything of it and I said to him, "you don't even thank me when I go in." He said, "well, you don't have to do it. You do it because you want to" and I said, "well, I don't like to see the apples just stay there and rot." I didn't enjoy going to the public market. It was awfully hard, terribly cold and I hated it.

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Q. Is that the—the manner in which you have discussed your way of living, was that the way you lived up to the time of the accident?
A. Yes, sir.

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Q. Now after the accident and even up to the time this $100,000.00 came into the family from the accident, was there any material change in the way of living, that is up to the time you got the money?

A. While we were in Williamson we just lived like that. We just worked all summer and we worked all winter and I'd have to go out and shovel my car out of the driveway and it was just one terrific grind and you mean that there was any change during that time?

Q. Yes, up until the time you got the money, did you get along the way you have just discussed and told us about?

A. Yes, we had little arguments and he, you know, would never thank me for things I did which I thought wasn't very nice but we had small arguments, smaller than most people do and then we had our arguments with the step children.

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Q. Now when it was decided in the lawyer's office that you would take $35,000.00 of the $100,000.00 received in the accident, what if anything, did Mr. Todd say or do at that particular time?

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A. At that particular time he didn't do anything. They said that they considered that I was the most seriously injured and I would have permanent injuries but that since I didn't have to support the family—

Q. Let me interrupt you, Mrs. Todd. We have been over that before. I don't want to be repetitious.

A. He didn't make any objections right then. It was later.

Q. How much later did he make objections?

A. Oh, perhaps a week later. He wanted me to give him the money.

Q. What did he say to you then?

A. He said that it was understood that I was to help support the family and I said, "well, I understood the lawyer very clearly and he said because I didn't support—didn't

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Q. Now when you all—did your dissension or disagreements grow more intense as time went along?

A. Yes, sir, he would never leave me alone about the $35,000.00. He would—if I wanted the money to buy some groceries, he would say, "use your own money. You got plenty of it." If I wanted a dress, "use your own money. You got it." We wanted TV, he would say, "use your money. I can't afford it." So I bought a TV and I bought anything that we had to have that he wouldn't buy.

Q. Now when—did it finally reach a point where you went to consult with a lawyer who was a friend of his?

A. Yes, sir, but that was later. It didn't—I mean I could put up with just that, with just his being mean about the money.

Q. What else happened before you first went to see a lawyer?

A. Well, about two years after the accident, two or three years after he went down and he came back. We were at the Williamson farm and he was sitting, very smilingly looking very pleased and I looked at him and I said, "I can tell that you have done something mean by just looking at you" and I said, "what did you do?" He said, "nothing" and then I suddenly read his mind or it came into my mind anyway and I said, "did you change your will?" He said, "no, I did not" but he jumped when I said it and—but I'm not suspicious so I didn't think he was lying. So I believed that he hadn't and three months later I found a receipt in his pocket that the tailor handed me and on that very day he had gone into town and changed his will and I was awfully mad because he had lied to me.

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I didn't care about his will but I did care to find out that my husband was a liar and so I cried and I carried on and I—I said that I didn't care about the will but I cared about the lying and he said at first when I asked him, when I had the receipt, I said, "you lied to me" and he said, "no, I didn't lie to you." And I said, "well, I have absolute proof that you changed your will" and he said, "well, what if I did" and I said, "the thing is, you lied to me." And he said, well, he said, "I knew you would get into a tizzy so I decided not to tell you" and I said, "well, the fact doesn't matter too much that we made our wills leaving everything outright to each other." Mine was still that way but, I said, "the thing that I really mind is being so sneaky and lying about it" and then that was the first time that I

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have to support the family that that's all he was going to give me and that he was giving it to me because of the loss of my right hand and because of all of my injuries'' and he said that I was—I would be—at first he said very unfair if I didn't—if I didn't contribute to the living expenses; that he needed the money and then his mother said that I was a cheat and a thief if I kept that money. That was about the same time and he's never to this day left me alone about that money.

Q. Did he want you to invest the money in any particular way or did he want you to give it to him outright?

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A. No, he said that he wanted me to invest it with his investment counsellor and then we would live on—we would use the profit and the interest for living expenses. He wasn't going to use the principal. He was going to use the dividends, the interest.

Q. Did you, as a result of that demand or entreaty turn the money over to him?

A. No, sir. I got sort of mad at his mother and at him for calling me names and so I decided that I wouldn't turn it over right then and I said to him, ''if you leave me alone and stop nagging me about giving you that money, let me handle it for a year and at the end of that year I might do so'' but he didn't leave me alone. So I didn't decide to turn it over until several years later.

Q. During the several years that you undertook to handle it, did you let the money get away from you?

A. No, sir. I was, as he puts it, very lucky. I had to pay our expenses in Florida which were about $4,000.00 and I had to put one of my sons through college which was another five or six thousand dollars and I have left something over seventy thousand.

Q. Out of that same thirty-five thousand?

A. Yes, sir, and then of course I had the expenses up in Stamford because I had to buy the house and I had to buy the children all winter clothes. He wants to know why the children can't use the same things over and over again. Every year the things are two inches shorter. They didn't have any winter clothes whatsoever and neither did I. He never bought me any clothes. He bought me one fur coat second handed for $100.00 eight years ago, nine years ago.

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time we were struggling in the kitchen and then he had pulled me out in the woodshed and pulled me out of doors and David was outside hiding somewhere, I guess scared to death and by this time I had gotten the things away from him when we were out there and although he chased me I was able to hide them in the orchard, the gun and the bullets. I found the gun and a few of the bullets. I found some of the bullets but I was worried about them.

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Q. What time of day or night did this gun episode occur?

A. About midnight.

Q. Was it a moonlit night or cloudy night, do you remember?

A. It was a moonlit night. I didn't have any trouble seeing the trees and he didn't have any trouble seeing me to chase me.

Q. Did anything of that nature happen before you finally went to see a lawyer?

A. I have to keep—track of things in my mind. By that time—I don't remember when it was. We went to Florida each year. It was his idea entirely and I thought it was a fine idea. He says now, he says that I didn't want to go to Florida to live. I thought it was a wonderful idea to go to Florida excepting I didn't think it was so wonderful to live on a boat when I was so seasick. When he said we were going to Florida, I bought one hundred Dramamines but I didn't know we were going to live on a boat the rest of our lives. We were having some sort of arguments and I went to see a Mr. Grossman in Rochester and just—I didn't want a divorce and I told him I didn't want a divorce; that I wanted to get things straightened out and if they couldn't be straightened out then I would have to get some sort of a separation or something but I wished we could straighten things out and he had a very sharp lawyer and a very able lawyer there and the lawyer yelled at me a few times and screamed at me and said a lot but I want to tell you something, I respected and admired his lawyer even though he was against me and was yelling at me because he was a fine man but we didn't get anything settled.

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really, well, had the feeling that—that things
Vol. III weren't going too well.
8-21-57 Q. Did he then admit that he had had his will
page 31 } changed?
A. Yes, sir.

Q. Did he show you the new will?

A. Yes, sir.

Q. What had he provided in the new will?

A. He left everything, including real estate, outright to the bank and I could use the interest while I lived. After I died, something or other about the children, could use the interest or something.

Q. Did anything else happen of an untoward nature before you finally went to a lawyer?

A. Well, he was drinking much too much all the time and I objected to the continuous drinking. I said that I felt that once in a while we could just absolutely go without it and he was very drunk on several occasions and I said I was ashamed to see my husband staggering around and being drunk and my son, James, brought in a very attractive girl to visit and I said, "Oh James, you're home. Isn't that nice." And Fred said, "well, I can't say that I'm glad to see you" or something like that and then he started making awful remarks to James and the girl and James was very good natured about it and he said, "well, I think you're a
little under the weather so I guess we better go"
Vol. III but he was very rude to James, and the girl never
8-21-57 went out with James again and then with David,
page 32 } he got into arguments with him but I felt that I
shouldn't interfere too much excepting that one time David came tearing through the house and ran outside. I ran down to see what was the matter and he had a gun and he was very mad and he had been drinking a lot.

Q. Who had a gun?

A. Mr. Todd and he says that the gun was in two pieces. I don't remember whether it was in two pieces or not but I just know that he had a gun and bullets and I started fighting with him for the bullets and the gun and I got the bullets away first but he twisted my wrist. He always grabbed this hand which has glass in it and is very painful and he was hurting me a lot but I felt I just had to get the gun and the bullets and so we struggled and he threw me around and I'd bang against the door and the kitchen sink and I hung on and I hung on and I got the gun away and I got the bullets away and I ran under the trees in the orchard and—by this

around but he would let me know and write me a long letter soon. Then he took the boat and started north and broke down in Georgia and then he called me up and I said, "what on earth are you doing in Georgia?" He said, well he said, "I took a position in Newport News and decided to bring the boat up" and I said, "what on earth are you bringing the sixty foot boat up to Virginia for" and he said well, he said, "for us to live on." Also I said, "what on earth did you take a position in Newport News for. You said you were going to look for a job in Florida" and he said, "well," he said, "I decided I'd live in Newport News." So then is the first I found out that he had taken a position here. So then he had me go down later on with some people to bring the boat up. It was very difficult and inconvenient and I didn't like doing it but I did it and we brought it up and left it here with him and he started living on the boat.

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Q. Why didn't you and the family live on the boat?

A. Because he sent us to Williamson to get the house ready to sell. I had to paint all the window sills and Nan and I put linoleum on the dining and kitchen floor and we had to do a lot of work to get it in good shape to sell. Also I had to get things packed so he sent us up here and I kept waiting for him to say that he had a place for us or for us to come down and find a place and all that fall he kept writing every week and he'd say, "I haven't a place for you to live. I can't find any place." He wasn't even looking I don't think. He said, "I can't find a place and I think it's much better for me since I haven't done any engineering for so long to be by myself for a while, so you go down to Florida and live in your house."

I didn't buy my house to live in in the winter time. I wanted to get some income because the interest on the mortgage was very high and he knew that. He knew that I had—that I had hoped to rent it in the winter time and I said to him, "well, I don't want to live in the house in the winter time. I wanted to rent it." He said, "I haven't got a place for you and there isn't any place here and there isn't any reason why you shouldn't go down to Florida. It's your house. Go down and stay in it." So we came here Christmas and stayed less than a week. I think it was only two or three days because we couldn't stand it. The children had to sleep on the floor in the main cabin and it was terribly cold and we were shivering and we were miserable.

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Vol. III
8-21-57 Q. About the differences between you and Mr.
page 35 } Todd?

A. Oh well, about trying to patch things up, we both went to a marriage counsellor and then we went to a mutual friend, Judge Giddleman, not about getting a divorce but about trying to get things straightened out because the reason we went to Judge Giddleman was because he was so insistent I should give him that $35,000.00 that it was— he was just at it all the time and by the third year—by the second year even it got to be pretty bad because every other night he would say, "you go and use your money. You got plenty of it. You buy this and you buy this." So I went to Judge Giddleman for that but he didn't—wasn't able to do anything and the marriage counsellors weren't able to do anything.

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8-21-57 Well, August 15, he said he wanted to go two
page 41 } weeks ahead of us to look for a position because he was well enough to work by this time. So the first place he stopped was Newport News and they offered him I think it was seventy-one dollars or seventy-five dollars a week which of course I thought was an insulting wage for an engineer but I mean I didn't know anything about it then and so he took the position right away and decided to go to Florida to get the boat.

Q. Is that the sixty foot boat?

A. Yes, and I had paid for the boat entirely and he knew that I had paid for the boat and he knew I wouldn't want the boat brought up so he went down there very carefully and quietly and said he was on his way down.

He phoned me from Richmond. He said he's on his way down to look for work in Florida and he had already accepted the position here in Newport News. So he went to Florida and wrote me. I have something or other, saying he still didn't know what he was going to do and he was looking

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Q. Did you get your nineteen thousand five hundred?

A. I don't know just how much was paid at that time but I told Mr. Todd that since he had changed his will so that he left the real estate and everything he owned to the bank and I was to have just the interest and since I had helped find all the real estate and helped him to make seventy-five thousand on his real estate profits, that I felt that now was the time for me to take half of my share of the house. I felt that I had done an awful lot of hard work on that house and he didn't want to give me half so he asked me if I would go and talk to Doctor Pile. That's when we came back here to Newport News. So I went to Doctor Pile and Doctor Pile talked for half an hour all about just money and said would I consider taking—that Mr. Todd had thirteen thousand dollars in that house and that would I consider taking three thousand five hundred and half of the Webster property which Mr. Todd valued at around eight. Mr. Todd had wanted to sell the Webster property for six thousand but I was willing to say it was valued at eight and I said, "why, it never occurred to me to take the Webster property but if that's what Mr. Pile—Doctor Pile and Mr. Todd wanted, that I would take his half interest and the three thousand five hundred" which I did.

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Q. Now after the sale of the Williamson property, what arrangements, if any, were made to dispose of the household furnishings and equipment, the farm machinery and equipment?

A. Well, that was sold a year before we sold our house, against my wishes. I didn't want an auction. I said I didn't want an auction until after I had died and I was very much against an auction and he talks about my being bossy but he always wins out. I wouldn't have had an auction for anything in the world. I would have rather give my furniture to people or put it in storage or do something but I didn't want an auction but he was so upset and wanted an auction

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Q. Was the Williamson property then put on the market for sale?

A. Yes, sir, it had been for sale for either one or two years before we sold it.

Q. During that one or two year period, did you receive any offers on the house, on the Williamson house?

A. I'm not too clear but I think there was one or two offers around fourteen thousand and Mr. Todd said he'd be very glad to get fourteen thousand.

Q. Were you agreeable to selling for fourteen thousand?

A. No. We paid twelve thousand and he spent one thousand at least on repairs, maybe one thousand two hundred and so he said he'd be very glad to get that and I said I would not take fourteen thousand and I put too much work in the house and that the house was worth about twenty-five thousand; maybe we could take twenty and he said no, nobody would ever give us that and he was mad at me for not selling it at fourteen thousand. It wasn't—I don't remember how much of a—whether it was a verbal offer or what but I imagine we could have sold it at fourteen.

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Q. Was an offer finally received for the price that you had fixed or nearly the price you had fixed?

A. This very nice couple came and liked it very much and Mr. Todd was inside and I was outside.

Q. I thought he was in Newport News?

A. Well, he came up for two weeks vacation at this time when it was sold and he—these people said, "we're crazy about your house. What will you sell it for." I said, "we're asking twenty-five thousand but if you can make up your mind right away I'll sell it to you for nineteen thousand five hundred." Then I brought them in the house and before he could say he'd sell it for fourteen or fifteen, I said, "the people are interested. I told them that we'd let them have it for nineteen thousand five hundred" and he started to say, "well, we'll give it to them for less" or something but he didn't and so he sold it right away.

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I said, "I thought that's what you promised me, if I would come up here and get things ready and had the auction." I said, "what about my furniture?" He said, "well, your furniture was a lot of junk" and he said, "I decided it wasn't worth much" and he said, "we also didn't get much for it" so I said, "well, you promised me that you would give me half and that's two thousand dollars." He said, "well" he said the auction went so badly that maybe he'd give me one thousand dollars but even that he wasn't sure but maybe he would. So then I let it go at that. Then I said, "well, give me the thousand dollars" and he said, "oh no, I'm not going to give it to you now. I'm not going to give it to you until we get back to Virginia." I said, "I won't go back if you don't give it to me now" and he said, "well, Mr. Newman has got some papers for you to sign. He's got a whole bunch of papers there and you are to sign them all and one of them is to agree never to say that you are going to leave again or get a divorce" and I said, "I'm not going to be blackmailed into my thousand dollars." I said, "you owe me that for my furniture." So we argued for a day or two and I said I wouldn't go back here, come back here without it and he said he wouldn't give it to me until we came back.

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We were living on Chesapeake Boulevard then. So the children heard the argument. They heard him say he wouldn't give me the thousand until after we got back to Virginia and I said, "I'm not going to sign any of Mr. Newman's papers" because I knew what Mr. Newman is like and I said, I said—I said, "most of our trouble, even more than the money was caused by Mr. Newman and" I said, "if you have anything to do with Mr. Newman I won't go back to Virginia over this thousand dollars." I said, "if you will give me this thousand dollars when I get back, I'll wait until I get back to Virginia." I came back to Chesapeake Boulevard and I said, "well, where's my thousand dollars" and he said, "well" he said, "I decided I'm not going to give it to you until you sign the papers." I said, "I told you I wouldn't sign the papers." I didn't even know what they were but I was awfully sick of Mr. Newman's papers. I said, "if you don't give me the money, I'm going to have to go to Florida again and sell my house anyway." I said, "I might just as well leave now." It was a little bitter; I think it was November. I didn't leave until December though. I said, "I'm going to go to Florida and sell my house and" I said, "I'm going to

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so badly and kept nagging about it so much that I said I'd go off and get things ready for the auction. If we waited we would have gotten a great deal more because these people didn't have anything to run the farm and they felt so badly that they had to go out and buy everything new. I got things ready and we had the auction and he told me that if I came off, got the auctioneer, got everything organized that he would give me half of the money because of my furniture that was stored in the barn and some in the house. I believed him that he was going to give me half. I thought we were going to get eight or ten thousand. I didn't know we were going to get only four. Then the auctioneer talked things over with me and I called up Mr. Todd and I said we ought to put a minimum on some of the articles because I said the auctioneer could sell them on any price he wanted. He said, "no, if you do that we'll have a lot of things left over. I don't want any minimum on things" and he said, "just let them sell for anything he can get out of it" and so the auction started and things went very badly because he didn't say, "going, going, going" the way he's supposed to. Somebody offered seventeen dollars for my beautiful electric sewing machine and he said, "sold" and a friend of mine said they'd give fifty or seventy-five dollars for it and they didn't have a chance to open their mouth. Saturday afternoon along about two or three o'clock Mr. Todd suddenly arrived. He was supposed to have come earlier but I guess he couldn't make it or something and the auction was just about over but anyway he was there for part of it and at the end of the auction the auctioneer said, "well, we got four thousand something" I forget just how much he said and he handed me a cigar box with a whole lot of money in it. So I brought it in the house and I said to Mr. Todd, "the auctioneer says that it came to this amount and here it is" and so he took it up to his study and counted it and then I said, "do you want me to count it." There's so many small bills." He said, no, he didn't want me to count it at all. That his counting was all that was needed. Then he put it in the bureau drawer over the weekend and Monday he took it out and he said he was going to the bank and he took the cigar box and went to the bank.

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So I was still was waiting around for my money. Then Wednesday I said to him, "when are you going to give me my check?" He said, "well, I don't know whether I'm going to give you a check or any of the money or not."

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Q. Now was it on that trip that you saw a lawyer in Florida who wrote Mr. Todd a letter?

A. Yes, sir.

Q. And what was that lawyer's name?

A. Mr. Morris—no, Mr.—oh, dear, I can't remember. It was Morris—I think it was Mr. Morris, yes. I only saw him very briefly because I told him that I was having so much trouble and he wished there was something we could do to iron things out and I just didn't see how anything was going to get straightened out. All the time Mr. Todd was after the $35,000.00. That winter I lived in Florida and had to spend around three or four thousand dollars because I had to send the children to the same school they were going. It was a little private school and I had Nan and Freddie to take driving and swimming lessons. Nan took ballet lessons and I think they had ball-room lessons and all their friends at school used to come to the house and eat us out of house and home. Mr. Todd wasn't sending us money the second year we were down there. I left because he hadn't given me the thousand dollars and to sell the house in Florida but he didn't send us—he may have sent us a little but not regularly and not much.

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Q. Now when did you come to Virginia for the very first time to live?

A. September, 1953, a year after he had taken the position in Newport News.

Q. Is there any reason that you didn't come to Virginia during the year between the time he took the job and when you finally came here?

A. Yes, sir, he didn't want us here definitely. He wanted us to go to Florida and live in the house. He said he couldn't find a place for us and he intended to stay on the boat. The boat was too big to have up here and not live on it and he said that it really wasn't bad living on the boat and that he thought the following summer we could come and live on the boat. I told him I wasn't going to live on any boat in Virginia.

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Q. The boat have any heat on the boat?

A. Yes, he bought a coal stove when he decided to live on it, a Shipmate coal stove.

Q. On one of your trips to the boat and before you came here to live in a house, did he have you talk to someone in an effort to persuade you to live on the boat?

A. Yes, sir.

wait until you send me the thousand dollars." So when I was down there I went to Mr. Morris, a lawyer and I told him that Mr. Todd would lie about so many things, he'd say absolutely he was going to do something and then he wouldn't do it and then he'd try to blackmail me to go to his lawyer and everything possible and then I went to a marriage counsellor there and she tried to talk to Mr. Todd and she said, "Mrs. Todd wants you to pay her the thousand dollars you owe her" and he said, "well, I'll pay it when she gets back here and signs some papers" and she said, I didn't want to sign the papers, whatever they were; that he owed me that on my furniture.

So he said he wouldn't sign it and I said I wouldn't come up until he did but of course as usual I didn't mean what I said and I came back. When I got back I said, "well, are you going to give me the money. I'm back now" and finally he said, "I don't think I'm going to give you the whole thousand. I'll pay you back what you paid the carpenters, three hundred sixty and I'll give you six forty for your furniture." I felt it was very unfair but I said, "all right, give me that" so he did. He gave me one thousand dollars and I didn't have to sign Mr. Newman's papers at that time.

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Q. Did you ever sign the papers?

A. Oh yes, yes.

Q. What was involved in that particular set of papers, if you know?

A. Well, he had—Mr. Newman really spends a lot of time writing these papers. He had about eight sheets of papers telling that the Ontario property was all going to be all Fred's. I didn't bother looking at them. I was so mad and so disgusted with both of them that I signed them all very quickly and gave it over to them. Then Mr. Newman told him that he better pay me back for the boat so Mr. Todd gave me back three thousand five hundred and I said, "I gave you four thousand" and he said, "well I figured you had five hundred dollars worth of fun out of the boat so I am only going to give you three thousand five hundred." I think perhaps Mr. Newman suggested that I had enjoyed the boat a lot and he give me five hundred less. I don't know.

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Q. Who did you talk to and where?

A. It was at Maynard's—I mean at the big Marina, is it Maynard's, the one they have so many boats.

Q. Amory's?

A. Amory's Marina and a doctor from Langley Air Field who was a friend of Fred's, that is he knew Fred slightly; he had a boat there. We weren't consulting him really. Fred just asked him to talk to me about it and I told the doctor that with my hand in the condition it was in at that time even a little cold weather hurt me very badly in my wrist. In fact, I would moan with pain from my hand and wrist in cold weather and my ankle and foot hurt me a lot too and I told the doctor that I thought that this weather was too rugged for me to live on the boat and he said no, there was an elderly couple living on the sailboat there and they had a coal stove and lived very comfortably. They were people that didn't have any income whatever and had to live on the boat I guess and I told the doctor that my doctors had told me I shouldn't live on a boat even in Florida; that the dampness wasn't good for me and that I had lived in Florida and outside of being seasick I was pretty well but I said I just couldn't see myself living on a boat in winter time in Virginia and the doctor kept insisting it was all right.

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Q. Now when you finally came to Virginia in September of 1953 had Mr. Todd relented enough to get you some sort of a house to live in?

A. Yes, sir.

Q. Where was that house located?

A. Powhatan Parkway.

Q. Had he bought or rented a house?

A. Rented, a furnished house.

Q. A furnished house?

A. Yes, sir.

Q. What kind of a house was it?

A. Well, it was nice enough. It wasn't what I would have chosen but it was nice enough and I thought he had done pretty well to find it. The furniture was uncomfortable but we could have gotten along all right in the house. We liked it well enough.

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Q. How long did you live in that house?

A. A little less than a month.

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Q. What caused you to move out so quickly?

A. The landlord and sometimes his wife would come in the house all the time and different things were out of order and they wouldn't fix them and twice I came in the house and he was in the house upstairs and sometimes I'd be in my dressing gown and he'd come to the door and walk in and it made me furious. I didn't like it at all but that wasn't all. Their house was just a few feet from our's and they were always—well, sort of looking out the window and watching every move we made and then I said, "what about the garage. I understood there was a garage here and I can't possibly get in this garage." They had the inside and the outside full of trash and broken branches and they said, "well, all you have to do is clear it out" so I started clearing it out and found out it was impossible to do alone and I had to hire a colored man; paid him ten dollars to help and together we cleared it out and we put it in a space between both garages and when they found it there they had a fit about it. They said now they couldn't put their garbage cans out there. They would have to go around the garage. I said, "go ahead and go around."

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Before, they could go right to the place but while the trash was there before it was picked up, it would be a week or so before it was picked up. They had to go around their garage. I said they could go around. I said I wanted to put my car in the garage because I had just varnished it.

Q. Varnished your car?

A. Yes, sir, station wagon and the trash was eventually picked up I think within a week but they made an awful fuss about it and were very nasty about it so I thought it was best for us to get away from there?

Q. What did you do towards getting away?

A. I went out every day and looked and looked and looked and I found this house that I simply adored on Chesapeake Boulevard. It had four bedrooms—no, three bedrooms, one very large one and two baths and a large living room, fireplace and it was on Chesapeake Boulevard and it had the most beautiful view of Hampton Roads and all the boats and then it also had the Indian River right beside it with some docks and so Freddie was able to have a little boat with an outboard motor and we were able to catch crabs to have for dinner. We'd go out there and catch twelve or fourteen

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Mr. Todd said that he didn't plan to stay in Virginia and that he wouldn't buy any property in Virginia and that if I couldn't find another house to rent, to go ahead and buy a house and he would help me on the price of it; that he would give me $125.00 a month; that he would go as high as that and I said $125.00 was too high to give anybody. That one hundred would be enough so then I started looking and although this—that this was an awful house too, it was old and uncomfortable and ugly, I bought it because it was reasonable and he—

Q. What's the address of the house you bought?

A. 4021 Victoria Boulevard.

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A. That late spring or early summer he served a warrant, a lunacy warrant. I mean was going to serve a lunacy warrant on me and I was so surprised to find this out through Mr. Ferguson, I came in to see him because I said that I had been quite ill that year and I lost my son and cried over that and that Mr. Todd was being very difficult and I wished somebody could do something to help him; that his lawyer was Mr. Newman and Mr. Newman wasn't helping. He was helping to smash up our marriage. He said, "I know Mr. Newman. I'll call him up and get things straightened out." He called up Mr. Newman and Mr. Newman told him that I was crazy and that they were going to serve a warrant that afternoon on me. Mr. Ferguson was furious and he—and he told him they couldn't do it and not to do it. I don't know what words he used. We were to meet and we did meet sometime later and they stopped the warrant and they apologized. They said they were sorry that they had done it. I said to Mr. Ferguson, "I don't think just saying you're sorry that you had a warrant made out to have a person committed, if you just say you're sorry, I don't think that's enough. I think that they

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crabs right at our back and we adored the house.

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Q. Did you buy or rent that house?

A. I right away asked them if I could buy it and they said it was tied up in an estate and I said, "could I have first choice." West Real Estate Company rented it to me. They gave us a month's rent free and $75.00 a month if we would fix it up. It had some broken cellar windows. I asked them at the time if they would give me first choice in buying it and they said yes, they would. So later on it went into Flash Gordon's hands and he said, "I understand you're interested in buying it" and I said, "I'm very much interested in buying it. I very much want the house." He said, "I'll give you first choice." That was the second year I went to Florida and when I got back, when Mr. Todd had told me on the phone that he would give me the thousand dollars and that he would—wouldn't argue any more about these things and papers for me to sign, I got back there and found that the house was being sold and I was very much upset and I called up Mr. Gordon and I said, "I thought you told me I could have first choice on buying the house" and he said, "well, you could have but we went over and your husband said that you didn't have any money; you had no intention of buying it and he certainly had no intention of buying it and so he—and that you were going to stay in Florida. You were going to live there; that you weren't coming back" so I said, "well" I said, "I don't know how he could have told you all that because" I said, "you know I wanted the house and" I said, "he knew I was coming back. He knew I was interested in the house." So I said, "isn't it possible for me to buy it" and he said, "well, if you want it now instead of paying fourteen thousand it will cost you an extra thousand dollars more" so I said, "well, all right I'll pay the extra thousand dollars more" but the owners that were buying it found out I got back and they closed the deal within an hour and I was out.

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Q. You didn't get that house?

A. No, and I said to him too, I said, "I'd buy it at any price" because I was so sick and tired of moving; that I never wanted to move again even if it was a house that I didn't like but I loved this house and so did the children love the house and we had such nice neighbors. The children had lots of friends there and all my neighbors there were very nice, good friends and I just felt terrible about losing that house.

that. I never thought he would do a thing like that. I couldn't imagine it. I didn't know it was true. I couldn't believe Mr. Ferguson when he told me. So then I thought that really was the last straw but then he said he didn't mean to do it and he was sorry and he tried to be nice and so I stayed on a while but every once in a while something would come up and he'd say, "you're crazy. You ought to be in an institution. You ought to be locked up" and after he made several references that summer about that I decided I was going to leave and go and find out if I was crazy or I wasn't and have it put on record so I didn't intend to stay—

Vol. III 8-21-57 page 67 } I only wanted to leave for perhaps two or three weeks or a month or so.

I went to see—I went to Williamson for one week to see my mother for a week and then I went to see my friends, the Hoggs in Stamford and I told them my story and they said for me to see the psychiatrist there so I went to Doctor Dean and he said that he would be very expensive. It would probably be $500.00 and he said would Mr. Todd be willing to pay for it and I said I think he would so he called him up and Mr. Todd said he would pay for it and so I went to him and I thought I only had to go for a week or so but he kept me there for almost two months until gradually we just stayed there.

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Q. Mrs. Todd, during Doctor Dean's examination did he recommend or prescribe any treatment for you?

A. Not that I remember. I think he wanted me to keep on coming to the office and I felt that that was expensive enough as it was. He said that I was in a very nervous state and I agreed with him. I was but I didn't go to him to tell

Vol. III 8-21-57 page 68 } me whether or not I was nervous. I just went to find out whether I was crazy or not.

Q. Did he indicate to you whether or not you you were, in his opinion, crazy?

A. He said the first time he talked to me he knew I wasn't but the second time he talked to me he was positive that I was not.

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ought to say more than that." But anyway, Mr. Ferguson said, "well, we won't talk any more about it. They're both sorry and they made a mistake" and that was the end of that.

Q. Had you in the meantime seen a psychiatrist?

Vol. III 8-21-57 page 65 } A. Yes, I had. Mr. Todd asked me if I would see Doctor Pile because Doctor Pile thought he could straighten our affairs out, our financial affairs. He didn't say it was anything about my being crazy so I went to Doctor Pile and all Doctor Pile talked about was money; how much did I have, how much did he make on real estate deals and how much did I make and we only talked about twenty minutes each time for three or four sessions and then—one of those sessions he asked me if I would take the Webster property because Mr. Todd hated having so much real estate and I said I would. I never asked for it.

Q. Did you see any other psychiatrist?

A. Yes, sir, they said they were going to bring someone from Norfolk and was I willing to talk to him and I said yes, I would be very glad to talk to him so Mr. Woodson came in.

Q. Mr. Woodson or Doctor Woodson?

A. Doctor Woodson, pardon me, and I talked to him about twenty minutes and it was all about money, how much money did Mr. Todd have and what kind of stocks did he have and I didn't really know too much about—I knew roughly about what he might have or should have and then they asked me what real estate he had, what real estate I had and I thought it was very funny any—one thing outside of money that Doctor Woodson asked was he said, "I understand you are extremely depressed" and I said, "well now, I'm

Vol. III 8-21-57 page 66 } not exactly overjoyed that my marriage is being broken up." Then I was twisting my hand, my fingers like this (indicating) and he was looking at me and looking at me and I thought well, I suppose he thinks I'm Captain Quigg but because he's staring at me I'm not going to stop. The doctor told me to exercise my fingers or else they'd be like that (indicating) so I just kept exercising them and I know he thought that was terrible.

Q. After it came to your attention that they had gotten out a lunacy warrant, what if anything, did you conclude to do?

A. Well I—I never in my life had been more amazed and more surprised or never had anything hurt me more than

he would help us out a little. This was about December of that year.

Vol. III 8-21-57 page 71 } Q. Now hold it just a moment. Where are the exhibits we had before. Now Mrs. Todd, while you and Mr. Todd were at Mr. Altman's office, were the papers that have been introduced in evidence as Defendant's Exhibit C and Defendant's Exhibit B, served on Mr. Todd? Look at them.

A. Are these the same (indicating)?

Q. Are they the papers served on him?

A. Yes sir, I think so.

Q. Now I ask you to look at each and every one of those papers carefully and see if you can observe where any of the papers were signed by anyone?

A. I don't think I ever—

Q. Other than the Constable who made a return as to the manner of service?

A. I never saw this one something about two hundred thousand. All I saw was one that said they served him papers so he would come up. I never saw that one that I know of (indicating).

Mr. Pitchford: Let the record show she pointed to Exhibit C.

A. No, this one also has the two hundred thousand (indicating Exhibit B). I wanted a divorce and custody of the children and allowance for support of the children and alimony but I didn't—didn't have anything to do with two hundred thousand dollars because he hasn't got that much.

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Vol. III 8-21-57 page 74 } Q. After it came to your attention that Mr. Altman had caused these papers to be served on Mr. Todd demanding two hundred thousand dollars and other relief, did you continue to employ Mr. Altman?

A. No, even when he first told me about sending him the

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Q. After leaving Doctor Dean's office, where did you go?

A. We went to our little apartment that we were renting to pick up his suitcase and then I drove him to the station.

Q. Didn't you go to some lawyer's office before you did that?

A. I don't know that that was that day or not. It may have been at that time or at another time close to that. He may have gone to Mr. Altman's office.

Q. Had you previous to—correct that. Did you and Mr. Todd go to Mr. Altman's office together?

A. Yes, sir.

Q. What was your purpose in going to Mr. Altman's office?

A. Well, I still was trying to get my divorce because I knew when I talked to Mr. Todd and Mr. Newman that fall, after I left—I left in August and when I came back alone I think I came back alone because I didn't take any furniture of course or anything. I just was going for two or three weeks and then when I came back and talked to Mr. Newman and Mr. Todd to make one final effort to see if we couldn't straighten things out, then oh I knew that there wasn't any use trying to stay together so I went to Mr. Altman to see if I could get my divorce and to get alimony and he said he would get me a divorce by January and he said that he wanted me to get Mr. Todd up right away and I said I couldn't get Mr. Todd up right away; that he would come up if he wanted to or not. He said he knew a trick that he could play on him and I said, "I don't play tricks" and I said, "what do you mean?" He said, "I should send him a telegram that Nan was very ill; he was to come up immediately." I said, "I wouldn't do that for anything in the world" and I said, "I have a great contempt for anybody that would." So I said, "I guess you better drop the whole thing. I don't want to go on with it." He said oh yes, that he wouldn't write that but we would go on with it and then he said I was to say I had been in Connecticut for two years. I said I wouldn't lie about that either; I had been there a month or so and I wasn't going to say I had been there two years and then he said he would figure something else out and he served Mr. Todd a summons to appear up there and also Mr. Todd hadn't been sending us any money but he had told me that

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Nancy Royce Todd.

Q. Now after coming to Newport News in September of 1953, did you buy and sell some real estate in Virginia?

A. Yes, sir.

Q. Approximately how many houses did you buy and sell?

A. Well of course he stopped me from buying Chesapeake. That's the only one I wanted. I wanted to buy the house so we wouldn't be moving around. I hate moving around. I just want to stay in one place.

Well, he didn't let me buy that house and kept me from buying it. Then I bought the house on Victoria Boulevard to live in and then I happened to find one on LaSalle and one on Roanoke and a lot at Buckroe. I bought those three. The lot at Buckroe, the house on LaSalle and the house on Roanoke. They were all very good buys and after I fixed them up people came around and asked me if I would sell them so I sold LaSalle and at that time Mr. Newman hadn't gotten into this thing so much so Mr. Todd was perfectly willing to sign the deed but by the time the Roanoke house came along, Mr. Newman had some idea that Mr. Todd shouldn't sign titles and that he should get half the money of the houses. I in the meantime was building a house on Buckroe so I had about $4,500.00, almost $5,000.00 in bills for lumber and different things and the loan company here in Newport News had a check for me for $4,500.00 from these new owners.

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Q. On what property?

A. Roanoke and they were going to give it to me that day but Mr. Todd had to sign the deed in the morning and I brought it to him to sign and he refused to sign it. I thought that the Florida thing was something unusual. He refused to sign that deed but he refused to sign the Roanoke and these people were very upset and I didn't blame them and they were furious with me. They had already given notice and they had already done some painting which I had to pay for and I had to pay $175.00 costs to the loan company and the lawyers because I couldn't go through with the deal.

Q. What if anything, did you do to Mr. Todd to try to persuade or force him to sign the deed to the Roanoke property?

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A. Well I did a very stupid thing. I wanted his car keys so I just took his suit and put it in our daughter's closet and he called up Mr. Newman and both he and Mr. Newman thought that the world had

telegram I just decided that wasn't the kind of lawyer I wanted because I don't want a lawyer that tells lies and cheats and so I went to a Judge in town. I didn't know him but I knew his name and I asked him if he would be my lawyer; that I wanted to get away from Mr. Altman because I wasn't going to have that kind of a lawyer and he said that I had a right to go away from Mr. Altman if I wanted to and I said, "well, Mr. Altman won't let me." I kept saying, "well, I'm going to drop everything. I'm going to drop the whole thing" because I didn't want to hurt his feelings. I didn't want to say, "you're a shyster lawyer and I don't like the way you do things and I don't want you." I wanted to be polite about it. So I said that would he call up and tell him that I had changed lawyers so Judge Lindsey did, called him up and told him that I had decided to have him and Judge Lindsey came down with me once to Virginia.

Q. What was the purpose of that trip?

A. To meet with Mr. Newman and Mr. Todd.

Q. To accomplish what purpose, if any?

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A. To settle what amount he was going to give us to live on and we got absolutely nowhere. It was always going around in circles and when you got through the circle, you came back just where you started. Mr. Newman and Mr. Todd, it was mostly Mr. Newman, wouldn't give in on a single part of it. All Mr. Newman would say would be, "no, no".

Q. Was that after or before you went to Mr. Nachman?

A. That was before I went to Mr. Nachman and then after Judge Lindsey came here and Mr. Newman went on with his noes, he flew back and then I came back again and talked to Mr. Ferguson and Mr. Ferguson said that since Mr. Todd had spent most of his visits at his office with me, that he couldn't ask—he was trying to get us together and he said that if Mr. Newman would cooperate he could have done it but he said that he couldn't work on a divorce case when he had talked to Mr. Todd so many times so he suggested my going to Mr. Nachman.

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A. I certainly was. I had a fit when I didn't get it.

Q. When you could not get the $4,500.00 what, arrangement, if any, did you make with your creditors who had furnished the material for that building?

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A. Well, I was very upset and I told Mr. Todd that I had these bills that had to be paid and I asked him if he would pay them for me and I would pay him and pay him interest and he said no, he wouldn't pay one penny.

So then they got to be—well, they were suing us both and Mr. Newman would just tell everybody that Mr. Todd had nothing to do with it, that it was my house and that Mr. Todd wouldn't pay anything. So they all sued me and brought actions in Court and Mr. Todd never gave me the papers. They would come to his house. I never received a single letter that was addressed to me here or a bill that was sent here because he has them sent to his post office box and I have never seen them but one he gave me because I knew this girl had written and he finally said, "oh yes, that's here" but—

Q. Were mechanics' lien suits filed against the Buckroe property?

A. Yes, finally things got so bad that I asked Mr. Todd if he couldn't please sign a loan for me; if I could take a loan out from the bank and he would sign it so I could pay these people and he said he wouldn't sign anything and he would never lend me a penny and the trouble I had gotten into was all my own fault.

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Q. Now while all of the things that you have detailed were occurring and while you were living with Mr. Todd at various places on the Peninsula, what were his habits with reference to drinking?

A. He drank excessively most of the time.

Q. During those drinking spells, was he ever at any time violent?

A. Yes, sir.

come to an end, that I had committed the crime of the century and Mr. Newman came tearing down in his car and they had little sessions of whisperings out doors and I called up his place of business because the only person I had ever met or known socially was this Mr. Donaldson and I said, "I'm awfully ashamed of what I have done. I made Fred miss some work but" I said, "I was so desperate. I sold a house and he wouldn't sign the deed and" I said, "it was a very stupid thing for me to do I know. I can't force him." So I said, "he'll be back soon and I'm awfully ashamed." I didn't say Mr. Todd owned me any money because I wasn't aware that he did. I'm glad to know that he owes me some money.

Q. Did Mr. Todd finally sign the deed to the Roanoke property?

A. Oh, not for a long time and these people of course they were furious with me. Everybody was and then I couldn't sell the house for a while. I mean buyers didn't come along and finally I don't know whether it was a month or two months later this man who didn't have any money at all came and said would I sell it to him for $200.00. By that time I thought, well, this is really something; to have real estate and not be able to sell it. So I showed Mr. Todd the bill of sale and since I was only getting $200.00 I think he was sort of glad about it so he said yes, he'd sign it if, I think it was still, if I would sign the Ontario property papers or something. He had been at that and every once in a while he would bring that up and I told him I wasn't going to be blackmailed about signing any papers.

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So we didn't do anything about that for several days and finally one day I said to him, "well, I don't care about whether you sign any deeds or not but I'm so sick and tired of having you ask me to sign the Ontario property" I said, "you're welcome to it" and I said, "Mr. Ferguson told me not to sign the papers but if that's all that's killing you" I said, "I'll sign the papers." So I signed them. Then a few days later this man came and said that he couldn't get more than $200.00 and would I sell him the house for $200.00 and Mr. Todd signed the deed.

Q. Now were you depending on the $4,500.00 that you were to receive from the Roanoke Avenue property to pay your material men for the house you had built on the lot in Buckroe Beach?

way across the room. I don't know why it was but I came out and I said, "what are you trying to do, kill him?" Because he threw him so hard, if he ever hit his head it would have cracked open. He threw him across the big living room and I can't remember now why but I remember that I came and started interfering of course because he was also—he had also been drinking.

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Q. What if anything, did Mr. Todd do that time when you interfered with his throwing Freddie across the lviing room?

A. Oh, told me to mind my own business; that he was boss in his own house and he was going to discipline the children the way he saw fit. He always wanted to be boss and I want to admit that I would be very glad to have him being a boss. I'm not interested in being a boss in the slightest and I'm not interested in making money.

Q. Now what brought about the escapade or episode when you were punched on the chin when you thought your neck was broken?

A. Well, I'm sorry but I can't remember. It was some small argument and I didn't expect it.

Q. When did that occur with reference to the time you left here to go to Connecticut or to New York and then to Connecticut?

A. About two or three weeks before I left.

Q. Were there any other episodes of a similar nature between the chin punching episode and the time you left to go visit with your people in New York?

A. No, I think that was the last time he hit me in the chin. I think that was the last time. He hit me here on the 25th of July but it didn't hurt or anything except to hurt my feelings mostly. It was our eighteenth anniversary and I felt sort of sorry for him. I think that he hasn't meant to be as bad as he has been. I think Mr. Newman was forcing him. I put my hand to his cheek. I was very sorry all this horrible mess was coming around. I thought we were going to have a happy marriage. I started to say something like that. I said, "I'm terribly sorry it should happen on our anniversary" and I put my hand up like this (indicating). The children had just went out to the car. He took his fist and rammed it down on my hand. It wasn't that he hurt me but he said, "get the hell out of here." I was crying. I hated to have the neighbors see me crying because the neighbors evidently think I'm very awful because I heard

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Q. Toward you?

Vol. III 8-21-57 page 84 } A. He would want to go out in his car and he would be too drunk to drive so I tried to interfere and he would always twist or catch this arm that hurt so much (indicating) because my nerves are exposed and there's glass in there and I admit I used to shriek when he took a hold of that hand because it hurt so much but I would ask him if he was going to twist my arm, to twist the other one; not this one that was hurt so badly and then he would mostly just throw me around and twist my arms, not so much punch me excepting once when he hit me on the jaw.

He threw my head back and I lost my breath and then when I—I could, why I guess I screamed and then I was hysterical. I cried and I cried and I thought he had broken my neck because my neck has arthritis in it anyway and that was the most awful blow and I said I knew now how prize fighters felt and why they were knocked out. I never knew they got that pain like that. He said, you're just a liar. I didn't hurt you at all. You're just making it up like everything." I cried hard for a few minutes and another time he wanted to get in his car and had his key so I went out and I said, "if you are going to go around in this condition I'll have to go with you" so I started to get in and he pushed me and he pulled me and he did this and he did that (indicating) and finally the door was open a little bit and I got my knee in it and he slammed the door on me. It

Vol. III 8-21-57 page 85 } didn't hurt me very much because I think I was holding it with my hand too, my arm and Freddie came out and I said, "Freddie, will you please help me" because he got my leg caught in the door and I said, "I don't want him to take the car out in the condition he's in."

So Freddie came to help and then he pushed and pulled Freddie around and finally we couldn't do anything so we got in the back seat and he drove us down to where the boat was and then he tried to pull us out again and then he locked the car, supposedly, and left us there; started walking and we noticed that the ignition was turned on so we started the car up and drove home and then he came back and I guess we all went to bed.

Q. What time of day or night did that happen?

A. About one o'clock at night and once on Chesapeake Boulevard, I don't know why he did this to Freddie but he —Freddie came in and he grabbed him and threw him half

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him talking to the French people next door. They said, "hello" to me when I came to the house and I went up and I said, "I understand you have a restaurant" and I said, "I'd like to know where it is so we can visit you sometime." Mr. Pete said, "don't believe a word she says. She's the biggest liar you ever saw. I'll be over in a few minutes" and he said, "don't believe her and I'll be over there." I went over to the house. I hated to have the neighbors see me crying and I stopped after a while and that's the last I saw of him until I came to Mr. Newman's office.

Q. You mean that happened this July 25th past?

A. Yes.

Q. The Pete who you referred to, is that the Mr. Peterson who testified on behalf of Mr. Todd?

Vol. III 8-21-57 page 88 } A. Yes sir, Freddie said if Mr. Peters talked to me like that that he was going to take care of him. I said, "Freddie, I don't want you to fight." He said, "I won't fight." He would call the police. He told me that I was living on borrowed time. He said to Freddie out West where men were men that if they don't like somebody, they do something about it and he told me I would get mine too. When he came home, Freddie said, "I'd like to see him talk to you like that in front of me." Other times when Freddie has been with Mr. Todd, Pete started to say something. Freddie said, "I want you to keep quiet. It's none of your business what happens between my father and my mother. You stay out of it." I was very proud of Freddie for sticking up for me.

Q. In that connection, have you done anything to lull the children away from Mr. Todd?

A. No, I wouldn't be that stupid or that mean and even if I were, I couldn't—I couldn't persuade them because they're too smart. They're grown up.

Q. During the time that you have lived in Virginia, did you and Mr. Todd have any social life?

A. None whatever. This one man that we met and his wife, we had cocktails at the house once and they had cocktails at our house once or twice and that's all.

Q. Why did you not have any social life?

Vol. III 8-21-57 page 89 } A. Well, Mr. Todd didn't want me to have people at the house. There were some people that I liked very much and he didn't even want me to have the neighbors. When the neighbors were there, he'd say, "why are they here? Why don't

you get rid of them before I get home?" He just didn't want anyone there.

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Q. Did you all have a scuffle one time about that kind of difficulty during which scuffle you tore his shirt?

A. Yes sir, that was the other thing that I did that I was ashamed of. One Sunday I said, "where are you going? Of course I knew and he said, "I'm going down to the boat." I said, "are you coming back early?" He said, "no, I've got a lot to do." I said, "you're not going now because", I said, "you can spend a little time here" and I took a hold of his "T" shirt and it was a dark blue "T" shirt. I said, "I don't want you to go down there. I want you to take us out" and he pulled away and he pulled me with it and it got a little ripped and that's all I ever did.

Q. During your married life you have had two escapades that you are ashamed of and that you admit you were wrong?

A. Yes, sir.

Q. They were what?

A. When I hid his clothes for two hours and when I tore his "T" shirt.

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Q. Now during the time that you were—that you were having all of this difficulty with your creditors about the house in Buckroe that you built, that you had not paid for because he wouldn't sign the Roanoke Avenue property deed, did he owe you some money from the—that he had gotten from you to buy the sixty foot boat?

A. Oh yes, that was—that was sometime before this that he paid me that because I had used that up in paying some other bills. The house in Buckroe cost me quite a lot. He owed me $4,000.00 and after three and a half years I guess he and Mr. Newman thought it was pretty bad that I had the money in the boat and so Mr. Newman got eight or ten papers together for me to sign saying the boat belonged to Fred and Fred only and then he did give me $3,500.00 and he said the reason he didn't give me the other five hundred was because—

million dollars I think is what he said, some big amount. I think that's what he said and I asked him why and he said, "never mind. I just wouldn't sell it to you." So I knew it wouldn't be any use my buying it in my name and I didn't think it was fair to buy it for $4,000.00 so I sent him a telegram under another name and asked him if he would sell it for $7,500.00

I had someone call him up and he said yes he would. He would be very glad to sell it. So actually I think it was $5,750.00 that I gave him I'm quite sure and so then he wrote me. He said he was so pleased he thinks he sold the boat but he isn't sure and he's so worried for fear this person isn't going to get it and this and that and I sent the money and I had a hard time trying to keep him from knowing that I was buying it so I just sent him the money and he offered to bring it up for that price.

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Q. How much did you send him?

A. $5,750.00.

Q. Was it sent in cash or by check or by how?

A. Certified check.

Q. Did the check state who actually was sending the money?

A. No sir, it had the bank's name on it and the bank's signature of the man at the bank.

Q. You had a cashier's check?

A. That's what I had, a cashier's check and then he brought it up and left the boat there and when he went back I went down to see Mr. Russell whose name I had used. At least I used the same name and he was an elderly man that I have known for years, a very nice person and he said boy, he didn't want to get stuck with any boat. If there was anything he hated was the water. I said, "I don't want you to get stuck with it either because I paid for it but Fred doesn't know I bought it so "I said I better call him and see and also Fred had sent the title for the boat in Mr. Russell's name so I said "the title is in your name but the receipt is in mine and" I said, "you won't get stuck with any boat" and he was nice about it but he said he didn't want the title in his name and I said, "well, we'd take it out and we'd change it." I said I wanted to call Fred up to tell him that I had gotten the boat now that I had things finished. He said to use his phone and I called up Fred and I told him that I was sorry I had to do it in a roundabout way but I wanted us

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Q. We covered that this morning. Let's don't be repetitious. What I wanted to bring out was this and it was not clear to me. Was Mr. Todd actually and in fact indebted to you for any money you had loaned him in connection with the purchase of the boat at the time you were having trouble with your creditors on the Buckroe Beach property?

A. No, he had paid that. That's what I used to buy the Buckroe Beach property to pay some bills.

Vol. III 8-21-57 page 93 } Q. Whose money was used in the very beginning to buy the sixty foot boat?

A. Mine.

Q. Why was your money used?

A. The stocks hadn't gone up too much and he asked me if I just as soon sell my stocks because he didn't want to sell his and I said I would. He said he would pay me back very soon. I thought he meant two or three weeks or a month or two. I never asked him about it until about two and a half or three years later. I said, "when are you going to pay me back for the boat."

Q. Now after you left Newport News and established yourself in Stamford, Connecticut, did you contrive some means to get the boat out of the possession of Mr. Todd?

A. Yes sir. He had complained on every visit that I made here what a terrific burden the boat was. He said that it was a millstone around his neck and that it was all my fault because I had found it and I had forced him to buy it and he said—I said that if he sold it in Florida the way I wanted it sold he wouldn't be stuck with it up here because that's the type of boat that sells in Florida and he said that nobody would make any offers and he advertised it and he would sell it for $4,000.00 even though he had put some more money in it and I knew that he would sell it for $4,000.00 and I didn't think it was fair for me to give him that price because I even have it in writing, a letter where he said he would sell it for $4,000.00 and could I could get anybody interested and I asked my friends at the Power Squadron and nobody wanted a boat that big but they said they thought I could sell it if I brought it up because a lot of people from around there that were retiring would take it to Florida.

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So I spoke to some brokers and they said they thought they could sell it but probably would take one or two months. So I had asked him many times before if he would sell it back to me at whatever price he wanted and that I would try to sell it and he said no, he wouldn't sell it to me for a

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A. No sir, I didn't. There was also another John Russell in Stamford and several John Russells around so I just used John Russell. If I could have made up a name that no one had, I would have. I didn't know a name no one had so I just used the name of John Russell.

Q. You just used the name of John Russell?

A. Yes, sir.

Q. What happened to the title certificate sent up to this particular John Russell from whose office you called Mr. Todd?

A. I gave it back to Mr. Todd. I signed it and gave it back to him.

Q. You signed it and gave it back to him?

A. Yes, sir.

Q. Did that particular John Russell sign it also?

A. No.

Q. Would he have anything to do with it?

A. No, he said he didn't want to have the bother of the title in his name and out because it would have to show in his income tax and he said he would rather I handle it without having him sign it.

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Q. What occurred in that connection?

A. We lived in Buckroe the summer it was built for the summer and then I left. I left in August and then the house was vacant and I had it advertised for sale and some people also wanted to rent it. I was offered $1,200.00 rent for the second year of the Buckroe cottage and we came down and he had this horrible apartment up on 52nd Street; very hot, small, dirty and he knew that we couldn't stay there so he said, I said, "I have a chance to rent the Buckroe cottage but I just hate to rent it because where are we going to stay if we're here" and he said, "well, I'll give you $200.00 if you—if you want, to help you out on the Buckroe place but I'm not going to give you any thousand two hundred."

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to sell that boat so it wouldn't be such a burden, such an expense and he just hit the ceiling.

He said I was a dirty liar and a cheat and a forger, and that if I had studied all my life to deceive to see how I could have hurt him the worst, I couldn't have found anything worse to do to him than that. I can't understand that kind of reasoning because I thought I was doing him a favor. I even paid him more than I was supposed to. Then the next time he called up I think Mr. Newman had sort of straightened him out a little; probably said, "what do you care if she's stuck with the boat" or something. Not that Mr. Newman wanted to help me any but I think Mr. Newman felt he was well rid of the boat and Mr. Todd said, "well, do you know the different little gadgets down below that you do this and that" and I said, "well, I'm going to have to learn because I don't know those things" and I said, "I'll try to do all I can" and he was very pleasant and nice about it and the next time he called up he said that it was an awful thing for me to do and a horrible thing for me to do and he wanted to buy the boat back and he said also that there was an auction in New Jersey that he had planned to take the boat to so I said, "well", and he said he would like to have the boat go down there and I said, "I'll see that it gets down there at the auction."

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So I took it to the auction and it was there a couple of days and we kept down to Virginia and he wanted to get up there and get that boat. So he asked me if I would sell it to him but he wouldn't pay for some of the repairs that I had made on it and he wouldn't pay for a gas tank I had put in and he wanted to pro-rate the insurance. So he paid me back somewhat less, a little less than what I had paid for it and none of the repairs. I said it was all right with me and he went up to get the boat and at one time or other when I was here he said Mr. Newman had told him that he ought to have me put in jail for being a forger and using somebody else's name and buying the boat in that way. I don't know just at what stage but I was supposed to be arrested.

Q. Did you use the name of Mr. Russell throughout that boat transaction?

A. Yes sir and I said Mr. Russell was leaving things in my hands.

Q. Did you have permission of Mr. Russell to use his name?

get up near Stamford we just start to smile, we are so glad to be back.

Q. When you say, "we" to whom do you refer?

A. The three of us; excuse me, my son, Freddie, my daughter, Nan, and myself.

Q. Why have you concluded then that you can not any longer live with Mr. Todd?

Vol. III 8-21-57 page 112 } A. His constant bickering, I didn't think was good for us or the children and he never for one moment has left me alone about that $35,000.00. I'm still a crook because I did not let him have it for family expenses. He still—he still talks about it. Everything would have been all right if I would have let him use that money for family expenses. Then the way he's treated me when we took the boat down to Florida, every time we took anything any place I was the one that did all the hard, horrible work. He would ask me to take the car in the middle of the night down to the next town and then come back by bus and I'd be traveling all night long and I'd arrive in places at one or two o'clock at night and I was scared to death and I don't think that's the way to treat a wife, to send her around driving around the car every night. He sent me to Williamson and I lived there alone with the children time and again, just because he wanted work done. He sent me up one year and he said he wasn't going to take care of the cherries. I couldn't stand to see the cherries not get sprayed so I hired a man and spent a lot of money having them sprayed. Two days before they were to be picked he arrived and said, "oh, I see you sprayed the cherries." He said, "now I'll take over. I'm in charge of this" and I said, "well, I'm glad to have you but I already hired the pickers so take the pickers that I hired." They're about eight or ten we always had; so then he asked me what I had

Vol. III 8-21-57 page 113 } spent on the spraying and I told him. I forget now whether it was $450.00 or what it was but whatever it was he said it was too much and he said I had put too much fertilizer under the trees and I shouldn't have put fertilizer under the apple trees because it didn't do any good and wasn't going to pay me for all of that so he only paid me back part of it. He said he wasn't going to hire the men I hired even though they were the ones we used every year because his neighbor came over and said he had some pickers and they wouldn't stay with him unless they could get another job of picking and would he take them on so against my wishes I had to go

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I didn't ask him to anyway. He didn't know these people that offered the thousand two hundred and I didn't know what they were like. Anyway, I felt it was for us to enjoy. I said, "if you give me $200.00 that would help out and we'll stay at the Buckroe cottage." We were down at the Buckroe cottage until I left August 15.

Q. Of what year?

A. Of '55—'56.

Q. '56?

A. '56.

Q. Just before?

A. Just before we had the hearing before Judge Kearney. We went there September 12 of '56.

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Q. In view of what has developed, what is your recollection now as to where you and Mr. Todd last lived together?

A. Buckroe Beach. We also visited him in his apartment on 52nd Street several times.

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Q. Is there any possibility of you and Mr. Todd composing your differences?

A. No.

Q. And living together again peaceably?

A. Oh no.

Q. Are you emphatic in that statement?

A. Yes sir, we have been so very happy this last year that I didn't realize that—what a horrible marriage I had until I got away. We have been very happy, all three of us. We

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CROSS EXAMINATION.

By Mr. Newman:

Q. Mrs. Todd, from your rather fulsome narrative of your good part of your life, you must think Mr. Todd is a rather sorry person, don't you?

Vol. III 8-21-57 page 116 } A. No, I don't sir.

Q. You don't. Doesn't that belie your rather detailed account and description of Mr. Todd today?

A. No, it doesn't, sir. I love my husband. He's the only man I ever loved and I was a very wonderful wife. I did get old. He's told me so, told me that I have aged a lot but I can't help that and that was a mean thing to tell me.

Q. According to my watch it's now 4:24 p. m. and we have been taking depositions here, Mrs. Todd, since shortly after eleven a. m. this morning. Maybe an hour and a half out for lunch and maybe two recesses and you recall that by far the larger portion of your testimony has been confined to and related to money, property, deeds, checks and such material matters, isn't that true?

A. That's true sir, because that was the one thing that Mr. Todd made all the trouble about our marriage is the money. That's what he is interested in, money. I'm not.

Q. Is that of any particular significance to you as a wife and mother?

A. The only thing was significant to me that he wanted to take that thirty-five thousand away from me from the beginning and for eight years he has done nothing but nag and just simply just peck away at that all the time. He's never let that alone. I'm not interested in the money. I started to give it to him twice and you know it. I was in your office and I offered it to him.

Vol. III 8-21-57 page 117 } Q. That he has relentlessly pursued his effort to get the $35,000.00, is that true?

A. Well, I think your choice of words is rather peculiar. I don't think it's relentless but it's persistent.

Q. Since it's gotten to over $70,000.00 has he endeavored to procure or obtain the $70,000.00 from you?

A. I think he would, yes.

Q. Has he?

A. He's wanted what I have, yes. He wants half of all my real estate so he said.

Q. I understood from you that in spite of what you said he did not want the corpus or the principal of it but he

and tell these other pickers not to come and he hired these pickers from the next farm and there was supposed to be twenty-five or thirty pickers so they could get everything all picked at once within a week.

That first day I think three of them showed up and we said, "what's the matter; what happened?" And he said, "well they changed their mind." They decided not to pick his cherries, the neighbor's cherries weren't very good. The next day two people showed up and the next day one showed up and I tried to get my people back and I couldn't and the outcome was there was three large orchards and I don't know how many that is; there were two orchards left with beautiful cherries unpicked because he was going to do it his way and he did it this way.

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Q. You don't want a divorce from him because of the cherries?

A. No, sir.

Q. The question was why have you concluded you cannot any longer live with Mr. Todd?

A. Oh, I don't know how I got off on that. You asked me about the farm. It is because we argue all the time, because he's violent and hits me too much, because he drinks too much, because the children are unhappy with him. He never does anything for them. I'm unhappy with him. I feel that he doesn't have any of my interests at heart at all and because he started to serve a lunacy warrant, that was the worse thing but there were many other things. He stopped my charge account at Nachman's because I bought one suit. He tries to humiliate and embarrass me in every way he can and because I'm bored to death just doing my housework and eating and sleeping. I'm bored to death.

Q. Does the housework bore you?

A. No, I love that but I mean—excuse me, I didn't mean to say it that way. No, I love my housework but I'd like to have something else beside my housework. I would like to be able to go out once in a while, to have friends in. He wouldn't let Freddie have his friends in and even Nan, he wouldn't let her have friends and he doesn't like company and now we have company all the time.

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Q. And then he went back to the Williamson property and in September 15, 1952 Mr. Todd got a job in the Shipbuilding and Dry Dock Company in Newport News, isn't that true?

A. Yes, sir.

Q. And you did not come to Virginia with him to live at that time?

A. No, but only for one reason because he didn't ask me. I hated the separations. The first time we ever were separated and every letter he wrote me he said he did not have a place for me and he didn't want us here because he was just starting out and he would rather be alone and we were to go to Florida.

Q. You were where during that year?

A. In Williamson, New York.

Q. On Mr. Todd's farm?

A. Yes.

Q. Then in September, 1953 what did you and the children do?

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A. Mr. Todd had a house for us and we came down here.

Q. Who obtained the house?

A. Mr. Todd.

Q. When?

A. September.

Q. Where?

A. Powhatan Parkway.

Q. In Hampton, Virginia?

A. Yes, Hampton, Virginia.

Q. Who paid the rent?

A. Mr. Todd.

Q. And so the three of you moved down here, is that not true?

A. Yes, sir.

Q. And lived in the house which he had provided for you three?

A. Yes, sir.

Q. And you said it was not too good but still it wasn't too bad. It was all right?

suggested from time to time that the income from it might be of assistance to the family, isn't that true?

A. Yes, but he wanted his man to handle it, his investment counsellor to handle it; so he would like to have his investment counsellor handle my seventy thousand and then he'd like to use the income from that for living expenses.

Q. Your difficulty has arisen from property?

A. Yes.

Q. Alone?

A. I think so.

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Q. And what was your family life as a girl?

A. My father had a great deal of money when we were little and I was—well, I wouldn't say I was the Rockefeller of our home town but people would say, "there goes the Reyna girl" because my father was well liked and had a great deal of money, at least for those times, and in that town and I had a very pleasant life in Mexico. It was all flowers and gardens and pleasant times although I had quite a bit of fever.

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Q. Well then, you were out of—both of you were out of circulation for several years because of the accident, isn't that true?

A. Yes, sir.

Q. You couldn't work. He couldn't work.

A. I couldn't work but I did. Somebody had to do the work and he couldn't carry anything so I had to do the work. I just couldn't use my right hand. I could work.

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Mr. Todd wouldn't buy anything and I looked and looked and finally he said, "if you can't find anything to rent you buy something and I'll help toward the purchase price of it by giving you $125.00 a month." I said, "one twenty-five is too much for anybody to pay. I'll find something and you can give me one hundred a month."

Q. You bought it in your own name?

A. Yes.

Q. And you three moved—you four moved in?

A. Yes, sir.

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Q. And he paid you $100.00 a month. That was when?

A. That was in '54, September.

Q. How long?

A. No, it was in about July I think it was, July of '54.

Q. Of '54. How long did you stay there, Mrs. Todd?

A. Well, we stayed there for a year until the following August when Mr. Todd became difficult and I just felt I had to leave. I wanted to go up to find some psychiatrist to see if I was crazy or not and I also wanted to talk things over with my family and my friends and then I kept coming back here. I lived in Connecticut.

Q. May I interrupt you just a moment. Go back to the 21st or 22nd of August, 1955. What did you and the children do?

A. We left to go to Williamson, New York for a short visit and we stayed there a week. We went to visit my mother for about a week. We went up to visit my friend for a week but stayed there excepting that I kept coming back to Hampton.

Q. When did you buy the house in Stamford?

A. I bought that after—I was here to consult you and Mr. Todd about things.

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Q. Well why is it, will you tell us from your own testimony you were constantly on the move, moving from New

Nancy Royce Todd.

A. It was all right.

Q. All right, and you lived there for less than a month?

A. Yes, sir.

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Q. And you became dissatisfied and you yourself located a place at 2500 Chesapeake Avenue?

A. Yes, sir.

Q. And you three moved into that?

A. Yes, I wasn't dissatisfied alone. The children were dissatisfied too with the landlord.

Q. Who paid the rent there?

A. Mr. Todd.

Q. How long did you stay there?

A. We were there until the end of December when I left for Florida and I came back the end of March. I was away just three months and then we had to move out of the house in April because they sold it.

Q. Why did you go to Florida?

A. To sell my house that hadn't been sold the year before because he refused to sign the deed.

Q. Took you three months to sell the house?

A. It certainly did. It isn't easy to sell a house. It took me three months before.

Q. Then you came back to 2500 Chesapeake Boulevard and I believe you testified you moved from there because it had to be sold?

A. Yes, sir.

Q. You wanted to buy but had not been able to do it. You yourself selected an apartment on Depot Avenue in Hampton?

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A. I don't like the word, "select" because I was absolutely desperate. I had to get out so I didn't select it. I just—

Q. Use the word you want to.

A. I found it. I found a place to stay and I didn't want to move but I had to.

Q. How long did you stay there?

A. Less than two months.

Q. And then what happened then about where you wanted to live?

A. We couldn't stand it there. We—aren't the type of people to live like that in three rooms.

Q. What did you do? You didn't stay there. What did you do?

A. I looked around and I looked around and looked and

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York to Florida and to Virginia and from *Virgina* to Connecticut?

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A. I'll be glad to tell you.

Q. I'd like to know.

A. When we were in Williamson I didn't want to move any place but Mr. Todd said we're going to Florida. He didn't ask me if I wanted to go. As a matter of fact, I was glad to go to Florida so we went to Florida. When we were still in Williamson he said, "we're going to Newport News to live" and I know that the husband chooses a place. I didn't like the way he announced it. I felt he should consult me but I said to myself if he went to a desert, I'd be glad to go because I'm so sick and tired of being alone so I waited for him to say to us, "come on down here and try to find a house" and all he wrote in all his letters and I'm going to find them if I have to go through my mother's attic because I think some are there. He wrote saying we could not come to Virginia; that he did not have a place for us and that we could not come. He wanted to be alone because this job was new and he wanted to concentrate on it and we were to go to Florida. I didn't choose to go to Florida. He had said that was the place where we were going to live and another statement he made was that I said I'd never live in Florida. It seems awfully peculiar that I would buy a house if I wasn't going to live in Florida. Then when he made me go down and sell the house in Florida, I wanted one place very much. I feel that I would like to live in the kind of house that I want. I don't want a mansion. I wanted that house on Chesapeake Boulevard because there were nice people around there. It was a nice location and it was beautiful. I begged him to buy it. I begged him to let me buy it and he, by underhanded methods, kept me from buying it. If he had let me buy that house we would still be there on Chesapeake Boulevard. I didn't want to move. You can ask anybody that was around there. You can ask the children. I hate moving.

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Q. And where do you live?
A. In Stamford. I'm talking about the past. I'm not talking about now. Now I'm very glad I'm there.
Q. Where was he working in April of 1955, excuse me, August of 1955?
A. He was working in Newport News Shipyard.
Q. Where was he living?
A. On Victoria Boulevard.
Q. Did you continue to live with him there?
A. No, sir, I didn't.
Q. Where did you go to live by yourself?
A. To Connecticut.
Q. With whom?
A. With the children.

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Q. Isn't it true you wanted to dominate the boat situation by resorting to this underhanded device which you contrived by using someone's name without his authority to get it.
A. I had no wish to dominate and I had no wish to use the boat and I was trying to help Mr. Todd and I think it was quite stupid of you not to understand what I was trying to do. Yes, I wrote this (indicating).
Q. You wrote that?
A. Yes, I don't have to read it. I wrote it.

Vol. III
8-21-57 Mr. Newman: The Defendant would like to
page 140 } offer it in evidence as Defendant's Exhibit G and H, G being a letter, typewritten letter. At the top, John F. Russell and "Dear Mr. Todd" signed by "John F. Russell" which Exhibit Mrs. Todd has identified as having been written by her, written and signed by her. Also an envelope with special delivery stamps thereon addressed to Mr. Frederick S. Todd in care of Stamford Yacht

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Q. By nature is Mr. Todd a particularly loquacious person?
A. No, he ain't.
Q. And he would not be loquacious with you?
A. Except on that point and every time there was a question of getting groceries or anything, up came, "you got money. You got plenty of money. Use your money." I used my money even to buy the boat because he wanted to. He said, "you got money. You got stocks. You don't care if you sell them now and I don't want to sell mine now".

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Q. Isn't it true you have been making constant demands, nagging demands, threats to divorce, to leave and to humiliate him just as a means of getting money from him?
A. No, sir, I'm not interested in getting money. I want my children to have a normal life while they're going through school and college and I don't think it's up to me to clean my entire amount out and be penniless when I'm going to be in very bad shape. I'm blind now in one eye and my other one isn't very good so I feel that after I was—an excellent wife for eighteen years that I deserve to have enough to live on for the next six or eight years and then after that I'll support myself and the children will support themselves. If I had been a bad wife I wouldn't blame him at all for putting me out without a cent. I wouldn't blame him.
Q. Has he ever put you out from any place?
A. Not by force but he did put me out at Victoria Boulevard because he didn't want me there and you corroborated that when I came to your office and I said to you, "I want to come back. I'll

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Club (Captain Sullivan), Stamford Connecticut, from John F. Russell, Post Office Box 144, Springdale, Connecticut.

(The letter and envelope were received and marked Defendant's Exhibits G and H, respectively).

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page 142 } NANCY ROYCE TODD,
called as witnes in her own behalf, having been previously sworn, continued her testimony as follows:

CROSS EXAMINATION.

By Mr. Newman:

* * * * *

Q. Does the poor chap have any virtues at all?
A. Any what?
Vol. III Q. Virtues.
8-22-57 A. Yes, sir, he has many.
page 143 } Q. What are they?
A. Well, I think the fact that he's modest and shy, is a good point. I think he's an excellent engineer and he's an excellent boatsman, navigator and I think that he tries and thinks that he's a good provider.

Q. Then you describe him as being modest and shy. Would you say that you and he are divergent personalities and temperament in that respect? Are you modest? Are you shy?

A. No, sir, I think we are different.

Q. And you told us yesterday that you were, "bored to death" with him?

A. Well, I may have said it in the wrong way. I was—what I meant was that for two years having absolutely no social contacts, no friends and not going any place or doing anything but housework and drinking which I did get in the habit of having cocktails too much and I finally realized that and I stopped it, just the housework and just sitting around and going to bed at eight-thirty or nine o'clock and never doing anything, even weekends. It was always hard work. I was bored.

said, "Mr. Donaldson, I'm ashamed of what I had done." Mr. Donaldson and his wife were the only people we knew in town and I was ashamed. It was a stupid thing to do and a mean thing to do.

Q. And an embarrassing thing?

A. Yes, and I embarrassed him once in eight years since the accident.

Vol. III 8-22-57 page 152 } Q. Now, Mrs. Todd—

A. So I do not think that was enough to drive him to drink because he had always been drinking but especially since the accident. He drinks because he likes it but I do want to make one exception. He never touches it during August or part of September because he has hay fever and it would kill him if he drank it.

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Q. Now I'm asking what are your particular vices and virtues?

A. I'm very thin skinned, sensitive, perhaps too much so. I'm apt to say, "ouch" when I'm hurt, figuratively or literally. I may spoil my children a little because I love them a little bit too much. I have a temper. I lose my temper when something makes me mad and I'm not afraid to speak out which is rather bad at times. I don't swear and I don't drink too much. In fact, I drink very little. I think those are my virtues. Also that I feel that I'm a very good mother and I have always felt that I was a very good wife. I think that one of my failings is that I have been a little too unselfish and not thought enough of myself to take care of myself and to buy myself nice things as a wife should. I think I really carried it to a fault. I think that I waited on Mr. Todd too much, especially all these years when he couldn't use his crutches. I carried everything. I did all the heavy work. I half killed myself with hard labor trying to save him from walking on his hips and I think it was a mistake.

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do anything. I'll live in Virginia all my life. I have all my property here anyway." I didn't object to living in Virginia until I was embarrassed by being considered a lunatic and also considered a cheat by all the trades people but even then I said, "I'll go ahead and try to persuade the people I'm a nice person. I'll come back and do everything you want me to if Mr. Todd promises he will try to be nice" and you for one half hour you and Mr. Todd said, "we promise nothing" and I said, "you won't even promise that and even if I give you everything I own" and you said, "no, we promise nothing. We promise nothing."

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Q. Property seems to be the difficulty—between you here.

A. Yes, sir, he wants my $35,000.00 that I got originally and anything else I have accumulated since and if you want to know who is after the money, I can prove it by many witnesses that ever since the beginning he has bothered me to death about that money. That money was given to me for my injuries and now I'm going to hang on to what's left.

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Q. All right, you said that Mr. Todd has been a drinking man?

A. Yes, sir.

Q. I want to ask you, Mrs. Todd, in all fairness if that were true even, if Mr. Todd had to submit to the treatment, the nagging, the embarrassment at your hands as he has received it would almost be enough to drive a man to drink, wouldn't it?

A. May I ask what embarrassment he received?

Q. I'm asking you.

A. I'm asking you what embarrassment.

Q. You're the witness. I'm asking you.

A. I must understand the question. In what way was he embarrassed?

Q. You yourself testified about that in calling Mr. Donaldson.

A. I only called to say that I was very wicked to do that. I

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Q. And you signed a deed which I prepared to the Ontario property, is that not true?

A. I think that's what it was, sir. I didn't read it. I just signed it but that's what Mr. Todd says it was. In the first place every time he brings papers up from you, they are about eight or ten pages long and I sort of give in and sign.

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A. I might add that the reason I signed it was because Mr. Todd told me that you had told him that if I didn't sign this that he would sign any deeds for me and I still wanted to sell the Roanoke house and I had a lot of real estate and he said if I did sign it he would sign the deeds on the real estate for me if I would give him all of the Ontario property. I had told him before that since he had gotten his money out of the Ontario property and since I had found every single piece of real estate that he owned, I had told him that since I had found all of the real estate that he had gotten and since I had helped make the $75,000.00 profit and since he had gotten his money that he had paid originally for that farm out of the —of this piece of land, that I felt I should have half of it but he blackmailed me into signing it.

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Q. Was Mr. Todd physically able to run anywhere during that time?

A. He could get around quite fast. I'll tell you, his hands and arms are like plyers and hammers and he was able to hurt me constantly. I had bursitis and I had glass in my wrist and my nerves were cut and I give you my word that repeatedly he twisted my arms and hurt me and threw me around. There was nothing the matter with his strength?

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Q. How tall is Mr. Todd, do you know?

A. Five feet eight.

Q. Do you know what he weighs?

A. About one hundred sixty I think.

Q. That's not an especially large frame?

A. No sir, it isn't but he's been an athlete and that's where he's got his muscles.

Q. Well, do you feel Mrs. Todd, that as a wife and as a mother you have discharged your duties of providing a home in the house that Mr. Todd provided, stayed there, kept the home fires burning as a wife should do?

A. Yes sir, I think I have been one of the best wives that anybody could ever have.

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Q. You left his home, his first stop in August '55, taking your children?

A. Yes, sir.

Q. Taking your bag and baggage.

A. I didn't take bag and baggage. I didn't even take clothes. I didn't expect to be gone more than two or three weeks. When we finally, after you told me that you all would not promise to be nice in any way whatever, after you told me that and I knew there was no hope, then I had some of the furniture moved

Nancy Royce Todd.

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Q. Mrs. Todd, I wish you would describe yourself—your opinion as a housekeeper?

A. I think that I'm a very good cook. During the last year I was in Hampton, I was quite a bad housekeeper because I wasn't able to do my dishes or my work at night, partly due to the fact that I was ill all that year and partly due to the fact that we did considerable amount of drinking. I didn't drink more perhaps than two cocktails but that was enough to make me sicker than I was and I didn't always do my dishes. The house wasn't an easy house to keep clean but I think that I am a good housekeeper and an excellent cook and I do think that I require a maid. Up until the time we moved in the country, I had a full time maid always. I wasn't brought up to cook or to iron or to do the housework but I have to admit that I have learned to do all those things now although ironing is very difficult because I have to use my left arm and hand.

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Q. Why don't you wash the dishes? You could have at least helped to clean up the house by washing the dishes?

A. I didn't say I didn't. I said sometimes I didn't. Sometimes I just stacked them and washed them in the morning early. I don't think that makes a person a bad housekeeper and all this time that I was ill I should have had a full time maid and I just—and I didn't have one to come in once a week because Mrs. Todd wouldn't give me the money for it.

Q. Then you would like to live on a pretty comfortable quasi-luxurious scale, would you not?

A. No sir, I would not. I would like to live in a very simple manner but I would like to have my children have a nice clean house. This house that we have, I'm able to keep in a spotless condition. It has tile bathrooms. Two of them, and it has tile in the kitchen and the children take pride in keeping the house clean. My daughter of her own accord washed all the walls and ceilings in the kitchen because they were of white enamel. Freddie washes the bathroom sometimes and cuts the grass in the yard and helps with the flowers and they take pride in

Nancy Royce Todd.

I wanted part of the Ontario property because he had changed his will and he was acting in such a way that I felt I should protect myself.

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Q. Mrs. Todd, is the philosophy—is your philosophy of your marriage that the purpose of the marriage and the union of your and your husband is first and foremost and primarily to go into real estate ventures or other ventures and realize profits?

A. No sir, I haven't the slightest interest of business of any kind.

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Q. Why is it then you have spent so much time of your life and practically all of your testimony yesterday and this morning that relates to property, money, mortgages, notes, rents, sale prices, taxes, income and very little has been said about home life?

A. Because the whole trouble started when—for the first time in my life I had some money given to me and Mr. Todd made the trouble, not I. I invested my money in ways that I thought was helpful to everybody. I bought some stocks and did very well on them. Both Mr. Todd and his investment counsellor didn't like the fact that I made a lot more money than he did the first year. They thought it was very lucky but they didn't like it. I do not talk about money all the time. I'm not interested in money. I'm interested in providing a good home for the children for the next six years. After that I can live on very little but I feel that he owes me a living after living eighteen years of my life and I repeat that I was a very good wife in every way. I think you're the one that's talking about money and asking me questions. Why don't we talk about something else besides the rents and the houses and the mortgages?

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Q. I think the record will show your direct examination was started by your own counsel and not by me, yesterday.

A. We admitted that the money did cause the trouble but I didn't cause it. It was given to me.

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Q. You are at perfect liberty to make such statements as that, Mrs. Todd. In your opinion what is the most important factor in establishment of a residence? Is it what the children who are of very tender age like or where the husband can find himself a job where he can make aliving?

A. It's much more important to go where a husband can find a job and make a living. If he had asked us to go to the middle of the desert or to the North Pole, I would have gone gladly and after we had gotten there if he started to say, "well, we're going to live on the boat" and after a few years I probably would have gotten tired but I would put up with it for a while and I wouldn't make any trouble. I would just try to persuade him to buy a little home. All I want is a little home that I own because I have gone through years of painting up and fixing up and putting in gardens in other people's houses.

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Q. Let me interrupt you a minute. In August, 1955 you were living in your little house which you had bought and for which he was paying rent. You were not living on a boat. You were living in a house that you yourself had selected and bought.

A. But I—

Q. Just a minute, and under those circumstances you pulled up and left Virginia and went to Connecticut and bought one house and then bought another house, taking your children with you and there instituted a suit for divorce in Connecticut. How do you reconcile that?

A. You asked me so many questions, I don't want—

Q. How do you reconcile—

A. It is true we were in the little house in Victoria Boulevard that he asked me to buy. It was a horrible house and an ugly little house in not too nice a section. The house on Chesapeake Boulevard I adored and I loved the house on Chesapeake Boulevard. It didn't cost much more than the house on Victoria Boulevard. I begged him to buy it. He said he wouldn't buy it. He wouldn't live in Virginia. I begged him to buy it. He said he didn't want to buy it. I suppose he felt

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their house. We have wall to wall carpet and when he tracks it up, he gets down and cleans it.

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Q. Why did you call Mr. Todd a moron?

A. I don't recall calling him that. I'm sorry to say I did call him stupid and he isn't stupid. He's mean. I called him that because I lost my temper and called him stupid but I don't recall ever calling him a moron. If I did, I didn't mean him.

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Q. Why did you call him a jackass?

A. Well, I may have said that in a moment when I was very angry and I'm sorry I did.

Q. Why did you call him a liar?

A. Because he is one.

Q. Why did you call him a cheat?

A. Because he is one too.

Q. Why did you call him a thief?

A. Because he is that too as is proven by this letter that he stole out of my files.

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Q. You weren't quite as wifely as you might have been?

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A. I don't agree with you. He had made me very angry—one of the things that upset me and made me angry, was when he told me that I was—that I had turned into an ugly old woman; that the accident had aged me. My hair did turn gray after the accident and I did age a great deal and he said I had turned into an ugly sour looking old woman and I hate to be called old. It is stupid of me to hate it but I do and I can't help it if I do get old and I have changed. I have become very ugly and old. My own family didn't know me. My Aunts hadn't seen me for about twelve years and they didn't even know me when they saw me but unfortunately I can't do anything about that but I can do something about the kind of person I am.

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if I wanted to, I would buy it. I begged the neighbors to buy it and sell it to me if Mr. Todd wouldn't let me buy it because I just could not move any more. I was so sick of moving and I loved the house. If we had kept that house on Chesapeake and Mr. Todd had stopped bothering me about the $35,000.00 and this money that belonged to him that I was keeping for him, I think things would have straightened out. If he kept on bothering me about the money even if we had been on Chesapeake Boulevard, if he had sworn out a warrant for my arrest I probably would have left. I did not intend to leave permanently but after talking to you and in your office and Mr. Todd, I was so upset that the blood vessels in my eye burst and I went up there and I went blind from that time on.

Q. Now Mrs. Todd, going back to the $35,000.00 you talk so much about—

A. I don't talk about it. Mr. Todd talks about it constantly.

Q. You have been talking about it.

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A. I can't even ask him for a nickle for a paper he'll say, "use your own money. You got all that money.

Q. You have been talking right much about it in the last couple of days. That was in 1950 you got the settlement, is that correct?

A. Yes, sir.

Q. In the spring of 1950. And now you say that has grown to over $70,000.00?

A. Yes, sir.

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Q. You deserted him with no excuse?

A. No sir, that's wrong. I didn't desert him. You're always twisting everything. You're trying to make me say something I don't mean and you'll probably succeed. When I left in August I didn't leave him. He forced me to go.

Q. You didn't return?

A. He forced me to go and you and he have been planning right along to get rid of me because you know my health is quite poor, that my eye has gone blind and you know I'm going

to be an expensive wife and perhaps I won't have as much work to be gotten out of me now as the last eighteen years and he wants to get rid of me. He told me I was old and ugly and I resented that very much.

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Q. Basically you just didn't like, you were bored to begin with and you didn't like the manner in which he was supporting you all in the way of material things, isn't that true?

A. No sir, that isn't true. I was very happy when he moved—

Q. Until what happened?

A. I was very happy on Chesapeake Boulevard for a short time and then came—well, maybe it was a week we were there or two weeks before this came up again about, "when are you going to give me your money. When are you going to turn it over me. You know very well you should help support the family. Our expenses are high and I want you to help support the family and give me what rightfully belongs to me." He said that—

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Q. Which you never did?

A. Which I tried to twice.

Q. I mean you never did though?

A. I wasn't supposed to and I shouldn't have and I'm glad I didn't.

Q. But you never did?

A. But I did and I went to a lawyer, a friend of his in Rochester and gave him every single paper that I owned. I said, "this is all my real estate and stocks" and I said, "it's breaking up our marriage because Mr. Todd wants it. He said I am a cheat and a liar, to give it to him". And I said, "I want you to give this to Mr. Todd." I have the lawyer as a witness.

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Q. Didn't you say that would save the marriage?

A. He drinks too much and hurts me and beats me and throws me around the house.

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RE-DIRECT EXAMINATION.

By Mr. Pitchford:

Q. Now Mrs. Todd, approximately when was it that you were in the office of Mr. Hennessey in Rochester, New York? Is that his name, Hennessey?

A. Yes, sir.

Q. And suggested and offered to give the $35,000.00 plus whatever you had accumulated to Mr. Todd?

A. I think it was the fall of '52.

Q. Then that was before you came to Newport News?

A. Yes, sir.

Q. What had happened immediately prior to that time to prompt you to offer the money to Mr. Todd?

A. Well, from the very week that I got the money, there had been not exactly arguments but there had been this persistent nagging from Mr. Todd and a couple of time from his mother. I kept away from her because she kept mentioning the money too and she said, "I think you're such a cheat and so unfair not to give Fred what rightfully belongs to him. That money wasn't supposed to be given to you and it wasn't supposed to be used by you. It belongs to Fred for family expenses" and she said, "when you married Fred you were a pauper. You didn't have a penny" and I said, "well, I admit I didn't have much beside the furniture but" I said, "my first husband did give us half his salary each month" and I naturally didn't like being called a pauper and also a thief and being called that for the last eight years by Mr. Todd simply because I hung on to my money. When he took that money that I made in stocks, the $850.00 I should have realized what he was like and then when he took the money on the boat, the $140.00, I felt that perhaps I was right in keeping the money for a while. I had said to him any time he needed it I would be

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very glad to give it to him. If he needed it for say an operation or something, I would be very glad to give it to him.

Q. Now at the time that you offered the $35,000.00 plus what you had accumulated with the $35,000.00, were you then laboring under the belief that such a move and gesture on your part would in fact save your marriage?

A. I thought it might because I felt that that was the thing we were arguing about all the time.

Q. Have you since concluded that such a gesture on your part would not have in fact saved your marriage?

A. Yes, sir.

Q. What caused you to reach the latter conclusion?

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A. Well, there was so many things. I didn't like his drinking every single night and every single Saturday and Sunday. He continued to twist my arms and push me around and hit me mostly when he was drinking, not when he was sober, he acted more and more as if he didn't want me there, didn't want me around. He never wanted to do anything for us. Never wanted us to have company and it was lonely. Sometimes people would come and visit me in the afternoon but when he came home and found them there and one look that he gave them they'd never come back again. The same with my son's friends and my daughter's friends. He'd look at them in such a way that they would never come back to see us.

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Q. What use, if any, had you made of the money in the meantime?

A. I had invested the money in stocks and I had made a profit of about I think it was around seven or eight thousand dollars.

Q. Under whose guidance and with whose assistance did you do that?

A. I didn't do it with anyone's guidance. I started to put some with his investment counsellor but I didn't want to but he was so insistent that I said I would try a part of it through his counsellor and after about three or four months I went to his counsellor and I said I would like to sell a cer-

Nancy Royce Todd.

A. The First National Bank, Newport News.

Q. Is that on an open note?

A. No sir, that's covered partly by stocks but the stock really doesn't cover it but the reason he gave me the—that amount is because the salesman was so anxious to have me buy the car and he looked so upset when the man told him that I didn't have enough stock to borrow it on, finally the man decided to lend me the money and I have been paying interest ever since but now he's raised the interest and they say I go to pay so much each month and I told him that as soon as I had my divorce settled I'd pay it outright.

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Q. Was that debt incurred in connection with the purchase of your present automobile?

A. Yes sir, four thousand six hundred of that was but the other three hundred I needed for living expenses so I borrowed it.

Q. Now you also testified that you pledged some of your stock in Florida and some in New York to borrow money?

A. Yes, sir.

Q. What was the occasion for that?

A. Just living expenses. I had to—

Q. If Mr. Todd was providing the living for you and supporting you, why did you have to borrow money to meet living expenses?

A. From the time I left in August to go up to see my mother and to go to Rochester, he didn't give us any money until December and Nan and Freddie charged a few things in New York where we had a charge account at Best and Company, about $29.00 and something for Nan and a little something for Freddie and we still are being sued for them because those were charged to Mr. Todd and he refused to pay them and I didn't have any money then so I borrowed some from the stock brokers.

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Q. I believe you testified that the stocks in both places aggregated in value something like five or six thousand dollars. Is that correct?

A. Yes, sir.

Q. How much have you borrowed in the two places on the stock to meet living expenses?

A. I borrowed on the four thousand nine hundred. I don't have enough to cover that I don't think but on the other I borrowed I think *somehwere* towards one thousand dollars. I'm not sure.

tain stock and he said, "we don't do things that way. We don't sell one hundred shares or two hundred shares. We just sell three or four shares at a time as it goes down and sell it—and buy it when it comes down" and I said, "I don't want to do it that way" and he said, "well, maybe you better handle it yourself" and I said, "well, if you don't mind I think I would like to handle it myself." So then I had some brokers there buy and sell for me but I chose my own stocks.

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Q. Had he come into any large sums of money by inheritance or otherwise prior to receiving the $50,000.00 from the accident?

A. His father had left him around $50,000.00.

Q. About what year?

A. That I don't know and I didn't know when I married him because he hadn't said but about two years after we were married he told me that his father left him about fifty thousand and then he had made or we'll say was worth because some of the property hadn't been sold, around $75,000.00 and real estate, all of the real estate was something that I had found and shown to him.

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Q. Now in response to Mr. Newman's question this morning you stated that you owed $14,000.00 on the first mortgage on Strawberry Hill and that you owe others who had loaned you money in connection with the purchase of that house, $9,000.00; the two debts aggregating more than you paid for the house. Is that correct?

A. Yes sir but I still owe the bank downstairs four thousand nine hundred too.

Q. What bank?

Nancy Royce Todd.

Q. What had happened at that particular time to cause you to be so upset?

A. Well it was, after I knew about their trying to put me in an institution for the insane and his referring every other minute to, "well, you're crazy" even after they had apologized in the office and said that they hadn't meant it, he still referred to it, "you're crazy and you should be in a lunatic asylum" and always saying too, this, "it's very unfair for you to keep what rightfully belongs to me" meaning the insurance money.

Q. Go ahead.

A. I was going to say he asked me why I talked about money so much. It was simply that that was the thing that he hounded me about all the time and I wouldn't have talked about money at all. He wouldn't even give me money for groceries most of the time because every other minute he would say, "you have plenty of money. Use your own money. You're keeping the money that rightfully belongs to me."

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Q. Now prior to the commencement of this deposition had you requested that Doctor Stanley R. Dean, a Psychiatrist from Stamford, Connecticut provide me with a report showing the results of his psychiatric examination and the conclusions to which he came as a result of those depositions?

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A. Yes, sir.

Q. Have you today seen the report from Doctor Stanley R. Dean covering that subject?

A. Yes, sir.

Q. I hand you a sheet of paper on which there is some typewriting and on top of which appears the words, "Stanley R. Dean, M. D., Stamford Connecticut" and ask you if that is the report showing the result of the psychiatric examinations made by Doctor Dean?

A. Yes, sir.

Nancy Royce Todd.

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Q. Well this Exhibit F, the first sentence that you wrote you said, "the last time I saw you you seemed anxious to have us keep our minds together". Why did you make that statement?

A. It was just once or twice that Mr. Ferguson saw Mr. Todd and myself present. Mr. Ferguson was very anxious for us to patch up our differences and he persuaded Mr. Newman to the extent that Mr. Newman seemed to agree that we should patch up our differences. I think Mr. Newman from the very first has told Mr. Todd that I was not the wife for him and to get rid of me. I'm positive from the very first he has asked Mr. Todd to do everything possible to get rid of me and they finally accomplished their purpose.

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Q. Did you feel it was necessary to use some assumed or fictitious name without his permission in order to get the boat away from Mr. Todd?

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A. Yes sir, I talked to a lawyer and a stock broker and they said for me to make up a dummy name. They said if I went to a stock broker it would cost me ten per cent,I mean a boat broker and they said if I went to a lawyer and it would be expensive and since I was doing him a favor that they thought it was perfectly permissible to make up a name and get the boat and sell it.

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Nancy Royce Todd.

Q. And that had to do with the transaction wherein you were to buy the boat through Mr. Russell, is that correct?
A. Yes, sir.

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By Mr. Newman:
Q. Further Mrs. Todd, I would like to ask you if it is not true that you did discuss with Mr. Howe and comment upon Mr. Howe's handling of Mr. Todd's affairs?
A. No, sir.
Q. Because in your opinion Mr. Howe was too conservative?
A. No, sir.
Q. You now say it is your opinion that he is too conservative, is that not true?
A. I will say that in my opinion I felt that I didn't want to pay him about three to five hundred dollars a year for handling something that I felt I could handle if I was careful.
Q. In addition to that, I believe you did say that you thought that he was too conservative?
A. For me he was. For Mr. Todd he was conservative himself so he was all right for Mr. Todd.

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Q. And you disagreed and differed with Mr. Howe, isn't that true, in the manner of handling things?
A. I agreed he was too conservative but in my account and I just took it out.

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Nancy Royce Todd.

Mr. Pitchford: I offer it in evidence as Plaintiff's Exhibit Number Five.

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Q. Now on cross examination yesterday it was developed that at some point during your many marital difficulties it was suggested at a time when Mr. Billy Ferguson was representing you that you discharge all of your lawyers, psychiatrists, family counseling services and everything of that nature, patch up your differences and go and live together again. Were you agreeable to all of that?

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RE-CROSS EXAMINATION.

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By Mr. Newman:

Q. Mrs. Todd, a while ago we were discussing again the rather abortive boat transaction through the fictitious name of Mr. John F. Russell. I hand you herewith a letter sized sheet of paper with two other papers stapled thereon. At the top there's a special —there is an air mail letter addressed to Mr. Frederick S. Todd, 230 52nd Street, Newport News, Virginia postmarked Stamford, Connecticut, July the 2nd, 1955. At the bottom of this sheet there is stapled a typewritten note signed, "sincerely, John F. Russell, III Broadway, New York City. Can you identify those?

A. Yes, sir.

Q. Who wrote them?

A. I did.

Nancy Royce Todd.

Q. And you—what was the subject of that interview?

A. Well, that was the second year I went to Florida to try to sell my house and Mr. Todd had caused me a great deal of trouble and I had wanted to get a separation or divorce at that time.

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Q. I'll ask you what you had in mind when you went to see Mr. Morris?

A. I had one thing in mind when I went to see all these lawyers and it cost me a great deal and that is to get their opinion on something that could bring our marriage together. I wanted them to tell me if I was wrong or who was wrong or what was wrong and I went to consult them always and I'll say that that always until the time I saw you and you were so disagreeable that October up until that time I really meant what I said, that I wanted us to patch up our differences somehow until the children at least had grown up.

I did not want a divorce and I—and that's why people thought I was very peculiar. I would come to them and I would say I don't want a divorce but I do want something done to straighten things out.

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Vol. III
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page 300 } Q. Who was the first attorney you consulted on the Peninsula concerning your marital troubles?

A. I don't know but I know Mr. Ferguson did a lot of talking to both of us.

A. As a matter of fact, you had been in and out of most of the offices here on the Peninsula, haven't you?

A. No sir, I think I have a right to choose a lawyer that I want.

Q. Isn't it true—

Nancy Royce Todd.

Q. I see. All right, Mrs. Todd, I believe the first attorney you had or whom you consulted concerning your marital affairs was Mr. Hennessey in Rochester, is that correct?

A. I imagine so. We were having trouble about this money that was rightfully Mr. Todd's, according to him, and I went to Hennessey because it was Mr. Todd's friend and asked for help.

Q. And that was in what year, approximately?

A. Well, everything was after the money was given to us so it must have been in 1951 I'd say.

Q. All right then, who was the next attorney you consulted concerning your marital difficulties?

A. I haven't any idea. I went to several lawyers trying to find one that could patch up our differences. I went to marriage counsellors I was willing to go to the church. I can't tell you. I went to a great many of them. It was very expensive.

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Q. You did later on go to Mr. Milton L. Grossman in Rochester and who wrote Mr. Todd a letter which is Defendant's Exhibt D, is that not true?

A. Yes, sir.

Q. And you consulted Mr. Grossman about obtaining a dissolution of your marriage, isn't that true?

A. If we couldn't make Mr. Todd stop hounding me about this money that was rightfully his. I think that Mr. Grossman talked to Mr. Todd. I only went to Mr. Grossman I think once and I think he talked to Mr. Todd in the office and I think that Mr. Todd kept persistently saying that rightfully belonged to him so then Mr. Grossman then decided that perhaps the best thing for me to do was to dissolve the marriage.

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Q. Was the next attorney you consulted Mr. John E. Morris of Fort Lauderdale, Florida?

A. Yes sir, I was only there about twenty minutes. I just went there once.

Nancy Royce Todd.

Q. Did he voluntarily retire from the case on that ground?

A. Yes, sir.

Q. Then when we served notice on you about these depositions, Mr. Nachman had retired I believe from the case, is that not true?

A. Yes, sir.

Q. And then you went to see Mr. William V. Hoyle, did you not, about it?

A. When I first came up here and had these papers served on me I had thought that Mr. James was going to handle some of these things because the lawyer in Connecticut had come down here and talked to Mr. James but Mr. James said that he would be out of town and that he would suggest my seeing Mr. Pitchford or Mr. Hoyle so I went to Mr. Pitchford's office right then and the girl said Mr. Pitchford is away for a week and won't be back and I said, "well, I don't think I can wait a week. I think I have to take care of something right now" so I went to Mr. Hoyle's office and talked to him and he was very nice and I left some papers with him. Then I found out that it was going to be a delay so when I came back I went to see Mr. Pitchford and I said I had wanted to have you on my case. I said, "but I have my papers with Mr. Hoyle. Is it all right with you if I go and ask Mr. Hoyle to give me my papers because I would like you, Mr. Pitchford, to handle this for me" and when I went to Mr. Hoyle he was very nice about it and gave me the papers. He didn't turn me down. He said he would be very glad to handle the case but I told him that if he would give me back my papers that I would appreciate it very much and I appreciated his time.

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A. You're making all the statements. You're trying to call these things. By the way, your vocabulary happens to be very ugly and also your words aren't always right in the expressions you mean to use.

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Nancy Royce Todd.

A. It is true perhaps I might have gone in someone's office and talked to them for five minutes and decided I didn't want them because I do not want to hire a lawyer that I do not at least meet so that Mr. Ferguson, as far as I know, was the first lawyer I consulted here.

Q. You also consulted Mr. Felix Hatchett, did you not, about this?

A. I consulted Mr. Hatchett about handling the deals on my two houses and I did mention to him about the trouble we were having because I remember that twice I spoke to him about it.

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Q. Did you consult Mr. Neal Patten or Mr. Leake Wornom, Jr.?

A. No sir. Mr. Wornom was one person I came in and when I came back from Florida they had given me the name of that firm and the person that they had given me the name of, the name of Mr. West or something, the elder member wasn't there and Mr. Wornom asked me what it was about and I said I wanted to straighten out our differences and Mr. Wornom talked to me about five minutes and I didn't go on with it because I didn't have Mr. Wornom as my lawyer. He may be a perfectly good lawyer but I mean I had been sent to someone else and since I couldn't see them I decided not to see anyone at that time.

Q. You saw Mr. Charles H. Gordon on the same matter, Flash Gordon?

A. Mr. Who? Neither Mr. Wornom nor Mr. Gordon charged me anything because I didn't talk to them more than a couple of minutes. I said I was having difficulty and that's all. I wouldn't call that consulting a lawyer.

Q. You did consult Mr. Harry L. Nachman who filed the present suit?

A. Mr. Ferguson suggested my going to Mr. Nachman because he said that up until now we had been trying to patch up our differences but now that I wanted a divorce that he could not handle it because he had talked as much to Mr. Todd as to me. He had always talked to us together and therefore he wasn't in a position to handle a divorce so he said, "I suggest you go to a friend of mine, Mr. Nachman" so I did.

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Nancy Royce Todd.

Vol. III 8-23-57 page 317 } R. V. Richardson, James, Richardson and James, Attorneys at Law, Hampton, Virginia. Re: Frederick S. Todd and Nancy R. Todd, lot 23, Malo Beach. Signed by Richard Newman and ask that it be introduced as Defendant's Exhibit "P" and which has been seen by Mr. Pitchford and Mrs. Todd.

(The letter was received and marked Defendant's Exhibit P)

By Mr. Newman:

Q. Do you wish to make any explanation about that, Mrs. Todd?

A. Yes sir, on July 5, I was given an extension. Actually it was about July 3, that I should have had the money. On July 5th I was supposed to pay a debt that I had, a second mortgage and it made it extremely inconvenient and expensive and difficult for me not to have that money on July 5th. I phone Mr. Richardson several times and I said, "I have simply got to have the money. I told you I had to have the money at this time" and he said, "Mr. Todd and Mr. Newman say that they have several bills that they want you to pay before they will sign the deed." Now it is true that you brought the deed to him before I got it. Perhaps two weeks before I got it but I did not—I did not want to agree to pay that $98.00 because I didn't owe it and I didn't want to pay for the boat insurance which I didn't owe and I didn't know what other bills there were so I finally I had to have the $98.00 paid and it was not for the Buckroe property. It was for the Victoria Boulevard house which was another instance where he didn't want to pay a bill that he owed and I did not get this money until nearly a month later from the time it was supposed to be given to me. And I consider that blackmail saying you won't pay—you won't sign a deed until I have paid one of his—several of his bills. I consider that blackmail. The $98.00 had nothing to do with Buckroe at all.

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Nancy Royce Todd.

Q. Mrs. Todd, it is pretty apparent you take a pretty dim view of me?

A. In the way you are acting. I don't like a man that is unfair.

Q. Isn't it true that you take a dim view of me because I may have had something to do with stopping you from bleeding Mr. Todd?

A. That's—

Q. Just a minute, of his physical substance, getting it away from him, trying to get it away from him and putting it in one way or another under your own domination?

A. That is absolutely not true in any way whatsoever and you use so ugly words, bleeding him, gouging him, putting him over the barrel. The words that I never in the world would use and they are not true. He is the one that has been trying to get this money from me and I can have one hundred witnesses to that effect and if I can find some letters that he hasn't stolen, I will show you every letter says, "when you come to your right mind and give me what is rightfully mine, then we can start having a happy marriage because you can help support the family." May I add something?

Q. Surely.

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A. At one time I told—several times I told Mr. Todd that loving me was not enough. That I expected him to respect and admire me and right away he said, "there you are, commanding me to respect and admire you." I said, "I'm not commanding you. I say if you don't respect and admire me, I don't want your love." That's right, Mr. Ferguson was very upset when I told him Mr. Todd had made me sign the Ontario property.

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Mr. Newman: The Defendant offers in evidence a carbon copy of a letter dated July the 9th, 1957 addressed to Mr.

Nancy Royce Todd.

By Mr. Newman:

Vol. III 8-23-57 page 322 } Q. Then you do admit obviously stating to Mr. Todd in that letter that you not only wanted a divorce but you had so stated it to others?

A. I met my sister-in-law. It was the only one I had told because she had gotten her divorce from Mr. Todd's brother but I do admit that I on occasions, when I was very upset and I certainly had reasons to be upset this time, did mention that I wanted a divorce. What I actually wanted was to get things settled but it seemed so hopeless. Now I admit I want a divorce more than anything in the world. Now I want it ever since I was in your office in '56. Then I made up my mind that that's what I wanted no matter what happened. That's what I want.

Q. Well, you deserted Mr. Todd in '55.

A. I didn't desert him. He forced me to go. He didn't want us there. He and you, between you, forced me to go and I tried to come back. I begged him to try to patch up things and you and he together have decided to get rid of me. I could tell that when I was in your office. That's what upset me so much. I tried to kid myself that he was in love with me but he wasn't. He hated me and hated having me around and he knew I was going to be a great expense to him because I wasn't well. For eighteen years I have worked hard but now I'm broken down. He didn't want me and it was hard for me to persuade myself that he did not want me. That summer he had said how ugly and old

Vol. III 8-23-57 page 323 } I was and I thought it was a very mean thing to tell anyone that they looked and are getting old. It is something I can't help.

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Q. Mrs. Todd, there's one other of your attorneys I forget to ask you about and one was whom you retained in New York or Connecticut by the name of Mr. Lindsey, wasn't it?

A. Yes, sir.

Q. And you brought him down here by plane?

A. Yes, sir.

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Q. Now Mr. Todd has testified in his depositions that you were a phallic personality—that you had a phallic personality. Did the psychiatrist tell you what kind of a personality Mr. Todd had?

A. No, he just said that I should never have married Mr. Todd and that Mr. Todd could never get along with anyone because he was the type—he was an introvert and was interested only in himself and wanted always to be alone. I know that Mr. Newman is trying to bring out the fact that I am supposed to be domineering and bossy but he's going to fail because that's the least desire that I have is to be domineering and bossy.

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Vol. III
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page 343 } MRS. NANCY R. TODD,

called as a witness in her own behalf, having been previously sworn, testified as follows:

RE-CROSS EXAMINATION.

By Mr. Newman:

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By Mr. Newman:

Q. It is true in March, 1953 you did consult an attorney in Fort Lauderdale by the name of Mr. John E. Morris, Jr. Is that not true, about a divorce. getting a divorce?

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FREDERICK S. TODD,
called as a witness by the Complainant, being duly sworn, testified as follows:

DIRECT EXAMINATION.

By Mr. Pitchford:

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Vol. III
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page 398 } Q. Is your father strong in his hands?
A. Yes, sir.

Q. Have you had occasion to feel the strength of his hands?

A. Yes, sir.

Q. How often?

A. Just a couple of times.

Q. When did that occur?

A. Well, once I went up—once when we lived on Chesapeake Boulevard he threw me across the room. I forget what the reason was. It wasn't a very good reason and then another time when he was fighting with my mother and I was helping my mother and he was pushing me away, pushing me and shoving me away.

Q. Now the time he was fighting your mother and you undertook to help your mother, was your father drinking?

A. Yes, I think he had been drinking.

Q. What was he trying to do that particular time?

A. I think he was trying to—go out in his car and my mother didn't want him to go because he had been drinking and so finally she said if he was going to go, she would go with him.

Q. Did he go and get in the automobile?

Mrs. Nancy R. Todd.

A. Yes, it's true I consulted him for about twenty minutes but it wasn't only about the divorce. Mr. Todd still would not give me the auction money that he owed me, that he kept saying first he said, "I'll give it to you when we get down to Virginia." We got down to Virginia and he said he would give it to me, "when you sign some papers that Mr. Newman has ready" and I said, "I'm not going to have any blackmail. If you sell my furniture for practically nothing, I want that check without a lot of blackmail" so I refused to sign the papers that you had prepared and I left for Florida that winter. Also to sell my house. I did see Mr. Morris but it was because I was trying to straighten out this $1000.00 and if he was going to keep on like that and keep on saying that I had to spend this money, this insurance money, on just general household bills that I just simply would have to get a divorce. Yes, I went to see a lawyer.

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Q. All right, and you went to see Mr. Morris about getting a divorce?

A. Yes.

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By Mr. Pitchford:

Q. Now Mrs Todd, I refer to Complainant's Exhibit Eight and to Complainant's Exhibit Nine and ask you if both of these letters were received in the same mail on the same day?

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A. I think so, sir.

Q. Those letters speak of your appearance as of the date they were written, July 18, 1939. What does Mr. Todd now say of you appearance?

A. He says that I have grown very old, that I'm an old woman and that I'm very ugly and that I sure have changed.

Q. When did the change commence occurring?

A. After the accident I aged very quickly and my hair turned gray. I went down to seventy-five pounds because I couldn't eat for a month.

gotten whether my father stayed there or not but he was over there for dinner.

Q. When you say last summer, you mean the summer of 1956?

A. Yes, sir.

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Q. How often did you see him around?

A. Well, I'm pretty sure he stayed there so he was around most every day.

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DOCTOR WENDELL J. PILE,

called as a witness by the Defendant, being duly sworn, testified as follows:

DIRECT EXAMINATION.

By Mr. Newman:

Q. Give us your name, age, address and occupation.

A. Wendell J. Pile, M. D., 401 Warwick Road, Warwick, Virginia; age thirty-five.

Q. Doctor Pile, do you have any specialty?

A. Specialize in psychiatry.

Q. And tell us where you went to school, sir.

A. I went to the University of North Dakota and the University of Illinois Medical School. Graduated in 1945. Interned at the Marine Hospital in Baltimore, Maryland, for a year; had a two year residency at Veterans' Hospital at Perry Point, Maryland. I was a year in the Army Hospital, Fitzsimmons Hospital in Denver, Colorado. Three years Eastern State Hospital, Williamsburg. Private practice five years in Warwick.

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Q. And of your training there, what and when was it in the field of psychiatry?

A. Well, I started the field of psychiatry in 1946.

Q. Where?

A. At Perry Point, Maryland.

Q. And since that time, what has been your specialty?

Frederick S. Todd.

A. Yes, he did.

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Q. Did your mother attempt to get in the automobile?

A. Yes, she was trying to get in and he was trying to close the door on her leg I think it was and I came along and helped her.

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Q. Did the fact that your father had gotten a lunacy warrant against your mother appear to upset her?

A. Yes sir, very much.

Q. How long did your mother continue to live with your father after the lunacy warrant was gotten?

A. I don't really remember how long it was. It wasn't very long, as far as I remember.

Q. During that time did you ever hear your father make any statements to your mother concerning her sanity or lack of sanity?

A. Very often he said that she was crazy or something like that and even before and after he got out the warrant.

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Q. Now approximately when did your mother and sister and you leave Victoria Boulevard to go to Williamson?

A. To go to Williamson?

Q. Yes.

A. It was—in August, in the end of August in '55 I think it was.

Q. Has your mother and father ever lived together at Chesapeake Boulevard since that time—I don't mean Chesapeake Boulevard. Victoria Boulevard.

A. I don't think so. I don't really remember.

Q. Have they since that time lived together at Buckroe Beach?

A. Yes, I think last summer. I don't know—I have for-

Doctor Wendell J. Pile.

was much emotion and hostility. She was very concerned over his having the boat and that he spent all of his time on the boat. That he wouldn't buy food or clothes or pay the rent. At the time she came in I thought her clothes were somewhat bazaar and that she was dishevelled. She feels her husband wants her to be uncomfortable and "I want to use the money myself." She also talked about the accident and the subsequent use of money in the settlement and she left a feeling that she was being unreasonable in her arguments and was very defined in her attitude. I felt her judgment was poor. She was lacking in insight. She was well oriented to time, place, and person and there was no evidence of any hallucinations. There seemed to be an unrealistic feeling in handling her business affairs. She had a feeling of being maligned and wronged by her husband which I felt was to the point of a delusion. That's it, the extent of the first two examinations.

Q. How would you describe Mr. Todd's condition? Did he have any sickness, mental illness?

Vol. IV 11-27-57 page 450 } A. Well, I saw Mr. Todd subsequently. This first time was more or less a domestic affair although I did feel that Mrs. Todd showed some evidence of illness. The real examination, as far as Mr. Todd was concerned, was when he came to me in July of 1956, the 17th of July when he was very upset because he said his wife was not coming back and that he had sold a boat to a man named Russell who really turned out to be his wife and I placed him on the tranquilizer because he seemed to be disturbed. I then talked with him on the 7th of January, 1957 at which time he had—he had a feeling of confidence and wondered whether he did need psychiatric help. I gave him a psychological test to determine his needs for receiving psychiatric help and this was made on January the 8th, 1957. It indicated that his IQ was in the superior range with one twenty-two. That he was using an intelligentsia complex to cover up the failures he was experiencing. He had strong maternal dependency ties and was immature. It was felt that he had difficulty in facing a number of his problems and I suggested that he receive psychotherapy briefly over a period of time to see if he couldn't get a little more initiative and see if he couldn't adjust better to some of the realities of life that he had to meet. I saw him from January through April of '57 at which time I felt he had been very cooperative, very whole-heartedly in

Doctor Wendell J. Pile.

A. Psychiatry.
Q. Continuously?
A. Yes.
Q. How long have you been practicing here on the Peninsula, Doctor Pile?
A. Since 1952.
Q. Continuously?
A. Yes.
Q. Do you know the ligitants here, Mr. and Mrs. Frederick S. Todd?
A. I know there is a divorce action. I don't know the—what the—

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Q. Do you know Mr. Frederick S. Todd here on my left?
A. Oh, yes.
Q. And Mrs. Nancy S. Todd, on my right?
A. Yes.
Q. Have you examined these two people?
A. I have.
Q. I wish you would tell us what you found.
A. I first saw Mr. Todd on the 20th of May, 1954. He was referred to me from the Family Counseling Agency. He mentioned that he had a problem of finances with his wife and himself. He feels that his wife desires to dominate him and submerge him and wants to run him and that it's like being under a dictatorship. "She would go into a rage at anything I said. It puts a cloud in my thinking. This has been going on over a long time but is cyclic." I guess it means getting worse at times than others. "And she is violent at times. She makes the children believe that she is right and I am wrong." That in quotations. He described then some of the past relationship, how they met. He discussed the children and mentioned being in a car accident five years ago and the fact that in the settlement she had a certain portion of the money that she used for investments and he had a certain portion that he used and then he mentioned that his wife wanted him to farm so he quit a good job at Eastman Kodak to go into farming where he was not very successful. And he concludes that his wife seems to have a lust for power, wants to possess things; that he has the financial responsibility but apparently no authority. And following the interview with him I wanted to talk with Mrs. Todd so I saw her on the 28th of May of 1954. At that time she showed strong feelings toward her husband. There

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lunacy proceedings in which some treatment might be accorded to Mrs. Todd?

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A. I'm sure I was—I was in favor of it.

Q. You were in favor of it?

A. Yes, sir.

Q. Do you know whether the proceedings were ever instituted?

A. I do not.

Q. You don't know?

A. No.

Q. But you were in favor of them?

A. Yes.

Q. Now I wish you would tell us, Doctor Pile, so a layman can understand it. Is there any form of insanity involved in a paranoia?

A. Yes, sir, there is.

Q. Tell us about that so we lawyers can understand it.

A. Paranoia is a condition where a person takes one item which the basic premise is wrong and can build up a whole system of what we call delusions which are of course as they see it and are not truthful, are not realistic and believe in these delusions rather than believing what is realistic. The paranoid is an extremely self centered person who can only see their own view point no matter how wrong it may be. They also feel that they are wronged and maligned, that loved ones in particular are against them and it can get to the point where they feel everybody is trying to take advantage of them. The well known word, "persecution complex" is a good way of describing them. Now—there are several types of paranoid behavior. There is a paranoid schizophrenia in which a person is very acutely disturbed and has to be locked up because if they didn't they would harm someone. Then there is another condition called paranoid condition or paranoia in which a person does not get as violent as that but where they still have very strong feelings of having everyone against them and that they and only they can be right. I feel without psychological tests it's a little difficult to know which category Mrs. Todd would be in. I prefer the paranoia condition or paranoia.

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Q. Doctor, within the realm of the area that this delusion is operative in a person who is a paranoid, within that area is a person insane or—

A. Yes.

Q. But without the area, are they sane or insane?

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Vol. IV 11-27-57 page 451 } talking about his problems and I felt that he was —it was no longer necessary to see him for therapy. We discontinued visits.

Q. Now you testified that you saw evidence of illness in Mrs. Todd?

A. Yes.

Q. Tell us about that.

A. Mrs. Todd I felt lacked insight. She could only see the problem as it concerned her husband. In other words, everything he did was wrong despite the fact that in real estate transactions, from all the evidence I could get, she was consistently losing money. She felt she was the one who had to handle the money and that her way was right. She also bought a house in which she wanted her husband to pay $100.00 a month rent which seemed strange to me. I felt that her judgment was very poor. She would run to Mexico and go down to Florida, take the children out of school in the middle of the term; moved around in this locality and didn't seem very consistent or realistic in the way she handled the family affairs. I felt that she lacked insight, that her judgment was poor and would go into tirades when she would talk about her husband in particular. The impression I had was that she had a paranoid condition and this is a very difficult condition to overcome because a person just doesn't believe they're ill and without taking an enormous amount of psychotherapy to try to get them to

Vol. IV 11-27-57 page 452 } see another person's point of view and even with a lot of psychotherapy, the results might not be good. I felt strongly enough about it that I felt as far as handling the money affairs that if she and her husband were to live together she really wasn't competent. That she would run through her money in no time and was apt to keep using her husband's money until he didn't have anything and I was considering institutionalization and I had Doctor Frederick Woodson examine the patient to see what his opinion was. I have a report from him.

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Q. Doctor Pile, do you remember talking with me about this a number of times?

A. I do.

Q. And do you remember the advice you gave me upon my request of you as to whether or not we should institute

Doctor Wendell J. Pile.

A. Well, he should have a good memory.

Q. Now what about—was there any evidence of any alcoholic tendencies?

A. No.

Q. Would there be any indication as to his honesty and integrity and responsibility?

A. Well, the testing would show what's called a psychopath, a pathological liar. That didn't show anything. He was perfectly all right as far as that was concerned.

Mr. Newman: That's all we have right now.

CROSS EXAMINATION.

By Mr. Pitchford:

Q. Would the tests show whether he is scheming and conniving?

A. No. It didn't indicate that.

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Q. Would the tests indicate if he was such a person?

A. If he were underhanded and psychopath which it would take a psychopath to be that type of person, the test should show that.

Q. Can not a person be scheming and conniving without being a psychopath?

A. It could be possible but *ordinarly* you associate it with psychopaths.

Q. Would a cunning person be regarded as a psychopath?

A. Well, a psychopath is a person who knows the difference between right and wrong but almost deliberately follows the wrong path because he has very poor social morals and sometimes the cunning person, sometimes psychopaths are cunning and sometimes they are not.

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Q. And it was not until July 17, 1956—correction. It was not until January 7, 1957 that you felt it was necessary to give him a psychological test?

Doctor Wendell J. Pile.

A. I don't know whether you can divide it like that. You don't know how many other areas are going to be included or could be included in the future.

Q. I see. Within the areas that are included, whatever they may be, the person is unbalanced?

A. Yes.

Q. And the areas, whatever they may be which are not effected, they're perfectly all right, is it true or not?

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A. They might not be perfectly all right but they're able to get along.

Q. In other words, for instance, Mrs. Todd to be specific could make a will, has testamentary capacity to make a will or to execute a deed. They know what they're doing?

A. They know what they're doing, that's right.

Q. Now with respect to Mrs. Todd's desire or lack of it to dominate the situation, with respect to Mr. Todd, his person and his property and his job, tell us about that?

A. That's an overwhelming desire on her part.

Q. What did you say?

A. An overwhelming desire on her part to dominate him. She's just convinced she is right all of the time. There's never been any areas of their life together which she hasn't been right. So she is the one who has decided what Mr. Todd shall do when he quit the Kodak Company, when they took trips, went to Florida, ran the farm, sold acreage. The one idea in which Mr. Todd acted on his own initiative is in coming here to Newport News to get a job as I remember it. He just happened to be passing through and stopped off and talked to people here and took a job here and this I think was on his own, unknown to Mrs. Todd which I believe she objected to. Didn't like. It was because of this dominancy that Mr. Todd and Mrs. Todd, I don't know who initiated their going to the family counseling. It was because of that that they sought help. Mr. Todd saw his money floating away and not coming back and he became concerned about losing all of his money.

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Q. Doctor Pile, when you examined Mr. Todd I believe you said his IQ was 122. Is that an indication as to his memory, whether he has a good memory or not? Would that be involved?

A. That would include memory, yes.

Q. Which would indicate what?

Doctor Wendell J. Pile.

their financial affairs and personal affairs. I wanted a separate psychiatric opinion concerning Mrs. Todd so that's when I had Doctor Woodson see the patient. I was thinking of it at that time.

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Vol. IV
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page 461 } Q. What is the difference in a paranoiac and a person suffering from a psychosis?

A. A paranoid condition really fits into the same psychosis. It comes under the general heading of psychosis. Their delusions center around one main theme and in other respects they are able to carry on a fairly good existence.

Q. Now Doctor Pile, I understand from your testimony that a paranoiac is, according to psychiatry, a person who reasons on a false premise. Is that correct?

A. Yes.

Q. And you reached your conclusions because it was your opinion that Mrs. Todd was reasoning on a false premise. Is that not correct?

A. Yes.

Q. Now in determining that Mrs .Todd was reasoning on a false premise, did you not in large measure rely much upon what had been told to you by Mr. Todd?

A. Yes. I have to use my own judgment in determining which one—who appears the more reasonable and Mrs. Todd did not appear reasonable.

Q. And you say she did not appear reasonable because she was adamant in her determination to get what she considered was her's. Isn't that correct?

Vol. IV A. Yes.
11-27-57 Q. Is it not a fact that most of the difficulty
page 462 } between Mr. and Mrs. Todd revolved around financial matters?

A. Yes, that was a very important part of the problem.

Q. Did you in your inquiry ascertain that Mr. and Mrs. Todd had no great difficulty until after the occurrence of the wreck; that is the automobile wreck approximately five years prior to the time Mr. Todd saw you?

A. Things seemed to come to a—there seemed to be more trouble following the accident, yes.

Doctor Wendell J. Pile.

A. Yes. The reason for that is when he was asking my opinion as to whether or not he would need psychiatric help or whether it could benefit him and I didn't know. He was then about forty-nine—forty-nine or fifty years old. His personality was well fixed and I wanted to find out a little bit more about some of his unconscious problems before I gave him an answer.

Q. Did he not wish to be advised when he saw you on May 20, 1954 as to whether or not he needed psychiatric treatment?

A. No. Both people came for counseling, that is marital counseling.

Q. Was your activity during the year 1954 confined solely to counseling Mr. and Mrs. Todd with reference to their marital difficulties?

A. Yes, it was.

Q. During that course of consultation, how many different times did you see Mrs. Todd?

Vol. IV 11-27-57 page 459 } A. I don't have the exact number. I don't know how many times.

Q. Do your records indicate how many times you saw Mr. Todd?

A. Well, there again I feel that I have seen both more than my records indicate. I do have a notation on the 31st of August that I saw Mr. Todd.

Q. Do your records indicate for what purpose you saw him on August 31, 1954?

A. Just on his family troubles is all I have on the notes.

Q. Do your records indicate whether or not you saw either Mr. or Mrs. Todd at any time during the calendar year 1955?

A. Yes, I saw Mr. Todd on the 30th of March, 1955.

Q. And what was the purpose of that seeing him?

A. He felt the family situation was running—going from bad to worse and that the expenses were mounting up and he came seeking advice as to what to do. At that time I suggested that Doctor—we ought to have another psychiatric evaluation and suggested Doctor Woodson to see her.

Q. Did you see Mrs. Todd?

A. I don't have any notes that I saw her.

Q. Well, do your notes indicate when you concluded that it might be the better part of wisdom to confine Mrs. Todd in an institution for treatment?

Vol. IV 11-27-57 page 460 } A. Well, I had been—it had been in the back of my mind all along, particularly after we didn't seem to arrive at any good family settlement of

Doctor Wendell J. Pile.

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Q. Do you consider it wrong and improper for her to take the money she so received and handle and treat it as her own money?

A. It's sort of a little unusual. I would have thought people would have pooled their resources if they were married.

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Q. Well then, what was wrong in Mrs. Todd handling what rightfully belonged to her that she had received from the accident?

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A. The method in which she was handling it is what seemed to concern Mr. Todd.

Q. In what method was she using to handle the money?

A. Well, as I understand it, using the principal and investing it in real estate and losing money in the resale of houses and Mr. Todd was concerned because he was borrowing from his principal and he would like to keep his principal intact. At least he had to go into his principal to support the family. He didn't think it was necessary.

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Q. Isn't it a fact, Dotor Pile, that what Mr. Todd actually wanted to do was to take charge of and control the money and estate of Mrs. Todd?

A. No. I feel that he wanted it controlled by an investment counselor. He didn't want it controlled by his wife. I don't—I don't think he had any personal interest in it.

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Doctor Wendell J. Pile.

Q. Now several times in your testimony in chief you referred to statements made by Mr. Todd to the effect that money was floating away. Do you recollect or have anything in your notes to indicate whose money was floating away?

A. Well, I remember that Mr. Todd had to go into his principal to support the family and felt that he had to bear the burden for some of Mrs. Todd's ventures.

Q. Was it the notion of Mr. Todd that Mrs. Todd should provide for the lodging and clothing and food and upkeep of the Todd family?

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A. No, I don't think so.

Q. Well then, how could her ventures be responsible for him having to go into his principal to provide such items for his family?

A. I understand that he paid for the expenses on some of the trips that she took and the expenses, according to him, were more than he was making. He thought they were exorbitant.

Q. What trips was he complaining about?

A. Trips to New York and the trip to Florida.

Q. During what years?

A. Sometime between '53 and '55 I assume.

Q. Now when was Mr. Todd subjected to the psychological test that resulted in establishing that he had an IQ of 122?

A. On January the 8th, 1957.

Q. And it is my understand from your testimony that the same psychological test established that he had certain maternal dependency ties. What does that mean in psychiatry or psychology?

A. That he's closely tied to his—or related to his mother and he hasn't cut the apron strings. That he's closer to her than he was to his father.

Q. Now I understand that the same test revealed that he was immature?

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A. Yes.

Q. What does that mean?

A. That means that he is still interested in—well, that means he hasn't grown up. Maybe he defined it more in detail. A mature person wouldn't have—would have broken his maternal dependency ties. He's immature in that he hasn't. His sexual adjustment was immature. There's not enough assertion about him. He's more easily led instead of leading others.

Q. Would his immaturity effect his thinking as an adult?

A. Yes.

Doctor Wendell J. Pile.

A. Well, I had the feeling which I had gotten from Mr. Todd since I hadn't seen a whole lot of Mrs. Todd, that she acted in—hastily, in the spur of the moment thing. She would pop up here and go here and go there. There wasn't a whole lot of stability to her life.

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RE-CROSS EXAMINATION.

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By Mr. Pitchford:

Q. Did Mr. Todd then mention the name of the psychiatrist whom Mrs. Todd was going to?

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A. Doctor Dean.

Q. Are you acquainted with Doctor Dean?

A. No sir.

Q. Do you have books from which you can find out whether Doctor Stanley Dean is a certified psychiatrist?

A. Yes, he is.

Q. Have you referred to such books?

A. No.

Q. Did he tell you that he had been psychoanalyzed by Doctor Stanley Dean?

A. No, he said Doctor Dean told him that Doctor Kriegman in Richmond needed to analyze him and he said that Doctor Dean said that Mrs. Todd was a phallic woman of a castrating type and he's quoting the doctor here. He said, "to get a divorce even if it left him broke."

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Doctor Wendell J. Pile.

Mr. Pitchford: That's all, Doctor.

RE-DIRECT EXAMINATION.

By Mr. Newman:

Q. Doctor Pile, we did not ascertain, are you a certified psychiatrist?

A. Yes, sir, I received my specialty Boards in 1952.

Q. Now you have just described Mr. Todd's immaturity and ability to be led. Tell us in those terms about Mrs. Todd?

A. She wants to lead. She's very domineering, wants to control the whole show and quite often you find people like that getting married, a dependent person marrying someone who is very strong willed and quite often the—the fact that the strong willed one who leads the man to the altar.

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Q. Did Mrs. Todd tell you of her threats of divorce?

A. Yes.

Q. What did she say about that?

A. She said that she was interested in getting a divorce.

Q. When was that, Doctor Pile? When did she tell you that?

A. That was a threat when they came to see me originally, I'm sure. That had been mentioned.

Q. Was that May 20, 1954?

A. Yes.

Q. Did she tell you any threats or anything which she had done previous to that along the lines of getting a divorce, consulting attorneys or what not?

A. I—I feel that that had been done but I don't have any record of it.

Q. Doctor Pile, the record shows that about June first, 1954 the Todd family, Mr. and Mrs. Todd and the two children moved to 4021 Victoria Boulevard in Hampton into a house of her own choosing, her own purchase and that on August the 22nd—23rd, 1955, the following year Mrs. Todd left with the two children and went up north and never returned, leaving Mr. Todd at 4021 Victoria Avenue.

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Mr. Pitchford: Boulevard.

By Mr. Newman:

Q. Boulevard. Does that have any significance to you as a psychiatrist?

Nancy Todd.

Q. What kind and type of violence?
A. Well, sometimes my father twisted my mother's arm.
Q. Was that after or before the automobile accident?
A. I think it was after.
Q. Which arm did he twist?
A. Well, he didn't always twist the same one. Some—I mean both of them.

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Q. Did you see or know of your mother doing anything to your father?
A. No.
Q. To cause him to twist her arm?
A. No.
Q. What, if anything, would your mother say or do when he twisted her arms?
A. Well, she'd tell him not to. She'd say, "stop".
Q. Did she cry out in pain?
A. Sometimes.
Q. Do you remember any other incidents on the Williamson farm?
A. No.

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Q. How did they get along?
A. Well, they didn't get along very well at all.
Q. In what respect—correction. What did you observe indicative of the fact that they were not getting along?
A. Well, they argued and fought some.
Q. Describe the fights, if you will please.
A. Well, I didn't watch them but I mean first they'd argue and then my father would twist my mother's arm and then they'd go outside sometimes and go off in the car.
Q. Was there any drinking going on at that time?
A. Usually before they were arguing there was drinking.
Q. Who was doing the drinking?
A. My father was.

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NANCY TODD,

called as a witness by the Complainant, being duly sworn, testified as follows:

DIRECT EXAMINATION.

By Mr. Pitchford:

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Q. Is Mr. Frederick S. Todd your father?
A. Yes.
Q. And is Mrs. Nancy R. Todd your mother?
A. Yes.
Q. And what place did your father and mother last live together?
A. Buckroe Beach, Virginia.
Q. Do you recollect what year that was?
A. I'm sorry. I didn't hear you.
Q. Do you recollect what year that was?
A. I think it was 1956.
Q. How long did they live together at Buckroe Beach in 1956?
A. About a month I guess.
Q. Have they lived together since that time?
Vol. IV A. No.
11-27-57 Q. Now do you have any recollection of how
page 488 your mother and father got along with each other prior to the time they stopped living together?
A. Well, they didn't get along very well.
Q. Can you remember as far back as the time you lived in Williamson, New York, on the farm?
A. Yes.
Q. What can you remember about the way in which Mr. and Mrs. Todd got long while living in Williamson?
A. Well, they had arguments once in a while.
Q. Were they noisy arguments?
A. Sometimes.
Q. Was there any violence connected with the arguments?
A. Some.

Frederick S. Todd.

Q. All right. That would cover the years from 19—from what to when?

A. That was 1933 to 1938.

Q. All right. Now when did you meet your wife?

A. I met her in 1938 right after I came back from Toledo.

Q. Tell us the circumstances of you meeting your wife?

A. She was teaching dancing and I had heard through other people that she was a very good dancing teacher and I thought that I would like to learn more in dancing and so I went and took some lessons from her at her studio.

Q. Where was the studio?

A. On East Avenue in Rochester. It had the studio part on the second floor and they lived on the next floor above that.

Q. Who lived on the next floor?

A. Mr. Royce and Mrs.—and Nancy Royce and the three Royce children.

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Q. I believe you said you were very much attracted to her and thought she was very pretty and attractive?

A. I certainly did, yes.

Q. Did you ever tell her that?

A. Yes, I did a number of times.

Q. Some while back there were a number of letters introduced between you and her where you express yourself in very amorous and devoted terms. Is that the way you felt?

A. Yes, it is. Definitely so. I felt that way and continued to feel that way for years and years.

Q. Have you ever told her she was ugly?

A. No, I never have.

Q. Or old?

A. I never told her she was ugly and old and I never thought so. She just tells herself those things. Reads my mind, as she says, reads my mind and thinks that's what's in it.

Q. Do you still think she is pretty and attractive?

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A. Yes, I do.

Q. All right. Well, you got married on July 25, 1939, I believe in Mexico City.

FREDERICK S. TODD,
called as a witness in his own behalf, having been previously sworn, testified as follows:

DIRECT EXAMINATION.

By Mr. Newman:

Q. Mr. Todd, when you testified on July 26, 1957 in this matter we did not go into the early days in the story too fully and there are a number of questions I'd like to ask you which would be helpful to the Court I'm sure in seeing the picture in its entirety. When were you born?

A. April 23, 1907.

Q. Where?

A. Rochester, New York.

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Q. And I take it you went through the public schools?

A. That's right.

Q. And you graduated from Cornell University when?

A. In 1932.

Q. And where did you work after that?

A. When I first got out of school it was depression days and there were no engineering jobs to be had. High grade experienced engineers were working for $25.00 a week if they were able to find anything at all and I spent months trying to get located some place and couldn't find anything. I did work on my family's farm in Williamson to help with the running of the farm and also help out and just regular hired labor. Then in the winter of that year I went into the Security Trust Company in Rochester and I worked in the trust department without any pay simply for the purpose of being able to do something and get some experience and with the possible idea in mind that I might be able to work into a job there of some kind but nothing worked out. I worked on income tax figuring and investment analysis.

Q. Well, where did you go when you left there?

A. When I left there, I got a job with the Surface Combustion Corporation in their Rochester retail branch that was conducted with the gas and electric company in selling gas heating equipment.

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Q. How long did you work for them?

A. I was with Surface Combustion altogether about five years.

Q. All right.

A. Three years in Rochester—yes, three years in Rochester and two years in the main office in the sales department in Toledo, Ohio.

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A. If she had actually gone through with one of the so called offers, I would not have taken over the control but would have simply have seen to it that her funds were handled as I had suggested before. After Mrs. Todd had acquired the Webster property and money from the Williamson sale, I discreetly asked her if she planned that any of her funds could be used to help toward the children's education. Her answer was a harsh, flat "no" followed by a tirade and repetition of her previous statements that none of her money would ever be used for anything to do with the family and all the time when these discussions were taking place, my expenses were terrible. I had a lot of real estate that I couldn't sell because she had control of it and I had in the future several operations that had to be done on me and also Mrs. Todd had to have some operations and she wanted to be able to live in Florida and here and there any buy real estate and live in fine style but she didn't want to help even to the extent of allowing her interest to be used.

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Now Mr. Todd—Mrs. Todd so frequently in her testimony has tried to picture you as a heavy drinking person who gets mean and violent. Is that true?

A. No, that's not—that's a very greatly distorted and exaggerated and unfair kind of a way that she has taken to try to gain some advantage for herself. I usually take one or two drinks after my day's work is over in a quiet and leisurely manner at home and there isn't anything about it that has ever caused any trouble or concern for anybody. I rarely had more than two drinks in an evening and I don't drink every day. Also I don't always drink liquor. Sometimes beer and sometimes wine. I don't drink anything before going out to evening classes. I might have a beer afterwards. In the rare instances when I did have more than two drinks, at times like Saturdays or parties, these are taken slowly and over a considerable period of time and I have not made trouble or harm for anyone.

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A. That's right.

Q. And then what did you all do?

A. We came back to Rochester and Mr. Royce was living at the house where they had been on Westminister Road. They had been there I guess about a year or maybe less than a year after they moved out of the studio apartment on East Avenue in Rochester. We lived at my mother's house for a while until we could get Mr. Royce situated some place else. Then we found a house for him which I bought and rented it to him so that he would have a place where he could have his piano and play it any hour of the day or night that he wanted to.

Q. Now I believe—let's see. When was Freddie born?

A. In April, 1940.

Q. And then Miss Nancy was born in—

A. In 1942. February 14, 1942.

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I think you could refer to my statements on pages—the first book, page 41; second book, pages 23, 37, 38, 39, where I made statements more or less to this effect. I never asked or considered having any personal control of her funds. I tried to show her the importance of having a cooperative attitude on her part in financial matters to effect long range plans for family security and the childrens' education. I carefully and discreetly suggested two or three times that it would be a sound policy if her funds could be handled by an experienced person or organization and that interest from these should be used before principal from mine, and Mrs. Todd admits on page 28 that interest and dividends only were to be used from her's. I feel that no sincere or practical effort on her part was ever made to work out this arrangement in the situations mentioned by her where she claims to have offered to turn the funds over to me, nothing was done and in my opinion there was no intention of really doing anything. It was just a form of working up propaganda in the way that she seems to be—

knew it was serious. In fact, I have been up there to visit I think twice since that time that she was in here when she says her eye trouble started and the Doctor Felding up there couldn't diagnose the trouble. I knew it was bad and he arranged to have Mrs. Todd go into the Johns Hopkins Hospital and be examined by a very eminent authority, Doctor Allan Woods. Doctor Woods diagnosed that her trouble was glaucoma due to a parasite in the blood stream that attacks the retina of the eye and it's a common tropical disease. She's probably had it since childhood; very prevalent in Mexico. It's also common among the Seminole Indians in Florida who live in swamps.

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Q. On page 20, Mrs. Todd gives her version of you leaving Eastman Kodak Company. What were the facts in that case?

A. Well, she tells quite a story on that. She says that I didn't like the Eastman Kodak Company and I didn't like the people I worked for and so forth. I didn't actually say things like that. I liked it all right there. I liked it pretty well. I had a good job there with a good future but Mrs. Todd did influence me to leave there. I was foolish to allow her to do it and it was my mistake. I never blamed her for it but she did go around bragging about it and I didn't like that but I didn't say very much about it, if anything.

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Q. On page 22 and 23, she states how she worked on the farm. What about that?

A. Well, Mrs. Todd helped on the farm sometimes once in a while. She always wanted to set the policies and determine

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Q. Have you ever lost any time from work?
A. No, I haven't lost time from work.

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Q. Now Mr. Todd, on pages 11, and 12, of the depositions of August 21, 1957 Mrs. Todd has given her version of the division of the proceeds of the accident settlement. Have you read that?

A. Yes, I've looked that over.

Q. What do you say about that?

A. Well, I had no definite fixed amount in mind as to the amount we would settle for. The lawyers did the negotiating. They knew when the point had been reached where the case would go back to Court and drag along another year or two with much higher fees and expenses and the outcome in doubt. I went by their judgment. They had to talk long and hard to get the last $3,000.00. I was being pressed for payment of hospital and doctor bills and I was up to my neck in debt. We had to live. We had very thorough medical examinations by all the doctors before going into trial. Waiting another year before going into the trial, excuse me—waiting another year would probably not have produced results worth the strain and we might have come out with less or nothing. The distribution among the family, agreed upon later, was not based on anybody's holding out for more.

Q. Now on page 15 and 16, the same day, Mrs. Todd tells of her eye condition. What do you have to say about that?

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A. Well, she has a neat—the way that is brought out by her in that testimony, she seems to be trying to give the impression that her eye trouble was started by having to come in here and by her coming in and talking to Mr. Newman and myself. She had had eye trouble before that and she had a very large blind spot in that eye before. She had flare-ups in it every once in a while when something would happen like when she was ill and when she had typhoid shots or something like that. It would start giving her—her eye would start giving her trouble. When I learned about her eye condition this last time—

Q. Which was when?

A. Which was I think about a month or six weeks after the time that she said she was here and that it started in your office, I was very much concerned about it, deeply concerned. I

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she was nagging and heckling and needling and calling me names in the way that has been described before and just making things generally miserable. Well, we went to the party and things were all right. She was around, circulating around with other people and I was around talking to different ones. So when we came home, she was still picking on me and going into all this stuff and in the way she does and David happened to be there. He was down in the kitchen when we came in. We come in that door downstairs and Mrs. Todd was just going at me, hammer and tongs and David was standing around there and I told him to go on and mind his own business and run along or something. It made me kind of mad because he was just standing around listening to the way she was yelling at me but he went out and went somewhere after a while and I didn't think any more about it. I don't know where he went. I didn't see him go or I just didn't notice. I had forgotten he had been around but with all the carrying on that Mrs. Todd was doing, I was trying to think of something that would tend to bring her out of the terrible mood that she was in. I went upstairs to the study and it was slow going for me. I couldn't run. I can't even run now. I couldn't run at that time and I picked up this gun in a case, carrying it by the handle and I came back downstairs to walk out the back door by her, just to carry it by her, walking out there. The idea that I had in mind was to give her the impression that I was going to use the gun on myself but evidently she didn't catch on to that and she has made up a terrific story about it and when she saw me going out, she grabbed the gun and I let her take it away from me. I didn't—I may have held a little bit but if I wanted to hold on to the gun, she couldn't have gotten it away from me and I didn't have shells with me. She evidently went upstairs and got bullets or shells for some other gun and threw them out.

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Q. What kind of a gun was this?

A. This was a shot-gun that I was carrying.

Q. The shot-gun shoot shells or bullets?

A. It was a double-barreled shot-gun and shoots shells.

Q. Didn't use bullets?

A. Large sized shells about three inches long and about as big around as your thumb.

Q. Go ahead.

A. Well, Mrs. Todd got the gun away from me and she ran out with it and threw it out in the orchard and I didn't follow

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the—the important matters and things that I felt were things that I was in a better position to handle myself but she helped once in a while when I asked her to and she was pretty good help sometimes but she says that she had to get up at five o'clock on Sunday. I think that happened once. I can only remember it once that she—that we had to get up early and that was because we had to keep our apples covered with spray or dust and I was using—excuse me. I couldn't use the duster except on Sunday because I had to borrow it from my family's farm. I didn't have one of my own and when we had to get up on that Sunday, it was necessary to save the crops from damage that could never be repaired. She went to market a few times. She wanted to, liked to and I did thank her for it. I think all told, I think that ten times would be the maximum number of times that she went to market in all the years that we were in the farming business.

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Q. Now on page 32, she tells about this gun episode. Tell us about that?

A. Well, I'm certainly very glad to get into this and tell the real facts of what happened on that occasion that she has—

Mrs. Todd: Why are you smiling so? Do you think it's funny?

Mr. Newman: Put all that in there.

A. That she has made such a tremendous story out of. We had been to a party.

By Mr. Newman:

Q. When and where was this?

A. In Williamson.

Q. When?

A. We were living at Lake Road, Williamson at the farm and we went to a party, very nice party there and had some drinks through the evening but before we started out to go to that party, Mrs. Todd was in one of her terrible moods and

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her. Evidently David must have been hanging around just outside the back door and heard something about her—heard his mother say something about a gun so what he did, he ran over to the house, to the nearest house which was about two hundred yards away and he called the State Troopers and they came there just within a few minutes. They were right there, evidently were right near by and got the call by radio and they came down and asked some questions and could see that there wasn't anything wrong at all. So they went away again without getting any kind of an explanation. They just saw it was some kind of a false alarm and David kept out of sight when they were there and he didn't have any more to say.

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Q. The Police Officers left?

A. The Police Officers came down, looked around and asked a few questions and then they left.

Q. Is that all there was to the gun story?

A. That's all there was to it.

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Q. As a matter of fact, you did find a place to live?

A. I did after a while, yes. I didn't right then but she wasn't planning to stay here and she was telling me she was leaving. She—when they came down at Christmas time they were on their way to Florida and she had told me constantly that she had no intention of coming here to live. She was going to Florida. She hadn't been able to get a divorce in New York State so she was going to Florida to get one and she insisted on that and she was here for the short time at Christmas time when we were on the boat and the—the conditions there were comfortable. The conditions as she describes them are—were not anything like the way that she has tried to describe. The boat was quite comfortable. It was possible to have it very comfortable with that stove. The only time it got cold was when the stove was allowed to go out but if we were around there and putting some coal in it every five or six hours, it kept the boat very warm.

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Q. Correct. Now Mr. Todd, referring to page 51 of the depositions taken on August 21, 1957, beginning at line 8, where Mrs. Todd quotes the matter of blackmail, tell us about that?

A. She uses that word, "blackmail" in there in the testimony in quite a number of different places and I thought it might be well to bring out just where that started, how she happened to get to using that word. When we went into the marriage counseling service in Rochester, New York and were having discussions with Miss Dean, Mrs. Todd brought up the subject that the property that we then had in New York State and which I had paid for but her name was on the deed, Mrs. Todd made the statement in connection with that, that wouldn't it be better if I gave her the property rather than to have her take it away from me and Miss Dean said, "well, that's blackmail. I will not be a party to blackmail" and ever since that time, every time anything comes up in the question about who owns what property and who is going to be paid for it when it's sold, Mrs. Todd has brought in that word, "blackmail" here and there just as you find it throughout the testimony.

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Q. Now on page 64, did you ever say to Mrs. Todd, "you are crazy and should be in an institution."

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A. No, I never talked to her in terms of that nature. All the times that that question came up Mrs. Todd brought it up herself and I didn't use words of

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A. Yes.

Vol. IV 11-29-57 page 572 } Q. And that was after Mrs. Todd had hidden your clothes?

A. Yes.

Q. And your keys and called up your boss?

A. Yes.

Q. And so forth.

A. And many other things of similar nature.

Q. Is it true that was sort of a culmination of things?

A. It was, yes, that's right.

Q. Well, the warrant was obtained. Well, what happened then?

A. Well, we were trying to work it out so that everything could be done as quietly and carefully as possible and it took—it was over a period of several week's time that we were trying to get the doctors together and the various people that were necessary to bring it up in a Court hearing and in the meantime Mrs. Todd learned about it through Mr. Ferguson. Things just didn't develop and we just didn't go on with it and decided to withdraw the warrant.

Q. Well, what was the—the objective of you and the doctors with respect to the treatment of Mrs. Todd?

A. We had hoped to be able to get her in the Medical Hospital of Virginia at Richmond.

Q. At whose expense?

Vol. IV 11-29-57 page 573 } A. At my expense.

Q. Now Mr. Todd, Mrs. Todd left you on the 22nd or Third of August, 1955 with the two children going north and never returned.

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Q. Now on page 84, Mrs. Todd tells—I don't know whether it's for the first time but on numerous times about the arm twisting routine. Tell us about that?

that kind in any case. The only possible way that it could be said that I ever said anything like that would be in the way of using a slang expression when she made some very ridiculous statement. I might have said, "you're crazy" in that sense but in other ways when she brought the subject up, I just simply tried very carefully and discreetly to tell her that in the opinion of Doctor Pile and Doctor Woodson she was mentally ill and could be helped by treatment.

Q. Now along that line, Mr. Todd, I think Doctor Pile's testimony was that he interviewed you on March the 30th, 1955. I think that was the date and subsequent to that date, some weeks hence, you did obtain a lunacy warrant. Do you recall the date?

A. Well, let's see now. I think that was the 22nd of April, wasn't it? The 21st or 22nd.

Q. Of what year?

A. Of 1955.

Q. All right now, what had happened shortly before that?

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A. Well, I think it was about a week or two before that that Mrs. Todd had taken my clothes and hid them and my wallet and car keys and so forth; called up Mr. Donaldson at the office and tried to embarrass me by saying that I wouldn't do things for her. So she took my clothes and this was going to keep me home.

Q. Is it a true and fair statement that things were getting to be pretty bad and pretty serious at that time?

A. Well, they were intolerable, absolutely.

Q. And what—was being done or what were you doing or trying to do to try to help the situation along and help her and everybody else?

A. I was trying to do what I could to find out what the trouble was and after the doctors said that they felt that Mrs. Todd was paranoid, I was trying to arrange it so we could get some treatment for her in order to alleviate the very difficult family conditions that were coming about as a result of her mental condition.

Q. Well whose idea was it about the treatment, undertaking treatment of Mrs. Todd?

A. The doctors suggested that.

Q. Which doctors?

A. Both Doctor Pile and Doctor Woodson.

Q. And the warrant was obtained on April the 22nd, 1955?

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Q. The accident was on March 31, 1949. Now in terms of years, tell us what was your condition physically in 1949, 1950, 1951, 1952, 1953. In other words, your ability to do these things that she accuses constantly of, physical ability?

A. In 1949 when I first got out of the hospital in July, I could just barely get around with crutches. I couldn't either sit up for any length of time or stand up for any length of time. When I moved, I had to support myself with crutches. Gradually I regained strength in my legs and I could walk along with the crutches pretty well by fall and I could move around the house or around the boat some by getting hold of things. Strength gradually developed and I was walking without crutches but with limping and some pain during the winter of that year and up into the following spring. At the time we went to Buffalo for the accident trial, I was going without crutches but I couldn't walk very far and I couldn't move very well. I just could manage to get around and short —at that time they found the trouble developing in the right hip and from then on I had to go back on crutches because it was dangerous and would have done damage to put weight on my right leg. That was through 1950, '51 and in—in October, 1951 I had a bone graft operation and couldn't put any weight on that leg after that.

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Then in May of 1952, I had the Thompson's prosthetic device installed and as soon as that, as I had recovered sufficiently from that operation I was able to go around with one crutch and gradually develop my walking gait and it was about a year from that time that I gave up using either crutch or cane but while I can walk around pretty well now, I have to be pretty careful. I can't really do much. I can't run or jump or throw my weight around or throw anybody else's weight around.

Q. Have you used a cane since you have been in Newport News?

A. Yes, for about a year after I came here.

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A. Well, she certainly has built up a terrific story about that and that's another example of the type of thing that Doctor Pile talked about the day before yesterday in his testimony. There was one incident that I might take the time to tell about and I think practically all of this idea that she has in her mind that I at one time twisted her arm comes from this and this happened in 1948. It was before the accident and it was during the cherry harvest. I had a load of cherries on the truck ready to take it in to the freezing plant and while I was eating supper, Mrs. Todd for some reason or other went out and took the keys out of the truck and I didn't know it. I had noticed her go out to the barn where the truck was but when I went out to get the truck and get in and take the load in, the key was gone and I came back in the kitchen and she was there and I asked her to give me the key and she said, "no", she wasn't going to give it to me. Well, I gave her plenty of time and warned her two or three times to give me the key and finally I grabbed hold of her arm and just held it around behind her back. I didn't twist on it or do anything that hurt her in any way and just told her to give me the key. Well, she did give it to me then and I went on and took the load into the canning plant.

Q. Whose key was it?

A. It was the key to the truck.

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Q. Whose truck was it?

A. The farm truck, my farm truck.

Q. Belonged to whom?

A. It belonged to me.

Q. All right.

A. And the truck was loaded with a perishable load of cherries that I had to get into the plant that night. Now the only other way that she could possibly picture ever having her arm twisted is when she would come at me, usually when I was sitting down in a chair, and she would come at me with her outstretched hands grabbing (indicating) like this (indicating) with fingers in a claw-like way and grabbing at my face or at my neck or trying to get hold in my shirt collar and if she reached with both hands, I grabbed both hands and that's the only time that I have ever grabbed hold of her arms, her hands.

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Q. Mr. Todd, on page 143, line 21, Mrs. Todd said "I was bored." What about that, social life and so forth?

A. Well, she has made a number of statements that are of an exaggerated and distorted nature in which she tries to show that we didn't have very much social life here. Probably we didn't have as much social life here as we did in Williamson or in Rochester but we hardly had a chance to get started. I think that going over the record it can be observed that Mrs. Todd came here in—on the first of September.

Q. What year?

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A. 1953, and we lived at Powhatan Parkway about three weeks. Then we moved over to 2500 Chesapeake Boulevard. We didn't have any furniture there except just a few things to get along with until we could get things moved down from Williamson and other places and Mrs. Todd was there at Chesapeake Boulevard about a month and a half and then she left and went to Florida and she came back in March. We were there about a month and then moved over to Depot Avenue. We were in Depot Avenue about two months and moved to Victoria and during all of this time there was a great deal of turmoil and dissension and unsettled conditions in the family. Then the following year she bought and sold and fixed up and rebuilt and all kinds of things on oh, five or six different houses, built the cottage at Buckroe and so forth. There were certain times in there when there was a whole lot of distracting conditions in the family due to Mrs. Todd's numerous trips to lawyers' offices and sessions and so forth with the lawyers and doctors and so forth and with these conditions as they were, it wasn't exactly the ideal conditions to promote and work out good social contacts. I think there's something else I wanted to say here.

In other words, it was a great deal of turmoil and in spite of all that, we did have a great deal more social life than she has indicated. We had friends and neighbors from time to time. We had a few parties, went around to a few places and in a few people's homes and we had some trips and parties on the boat although all one summer the boat was out of commission due to an engine break down that took me all summer to get repaired.

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Q. Now Mr. Todd, on page 144, and others, Mrs. Todd has stated that you on numerous occasions nagged her. Are you a nagging or an aggressive sort of a person?

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Q. Then you abandoned the cane when, roughly? What year?

A. I think it was about May or June of 1953.

Q. Do you have any impediment in your walk now?

A. Yes, sir, there is some. I can walk at a pretty good gait but I have to be very careful and I do get severe pain in my hip at times.

Q. Mr. Todd, did you ever hit Mrs. Todd?

A. No, I never did.

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Q .Now on page 102 and page 104, what about the renting of the Buckroe cottage by you from Mrs. Todd?

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A. Mrs. Todd came back here in the latter part of August of 1954—wait a minute, '56 and I was at that time living at 230 — 52nd Street. Well, I wanted the children to have a nice place to stay where they could have some fun. Naturally 230 — 52nd Street wouldn't be a very pleasant place for them to stay in the latter part of August and Mrs. Todd wanted to stay at Buckroe and have the children there.

Well, in order to make it possible for them to do that I had to rent the cottage for Mrs. Todd to go there herself and keep the children there. I was there for a few days but after I had been there a few days I had the papers served on me for this present divorce suit and I left at that time and didn't go back. They stayed there about two weeks after that. Altogether they were there three weeks and I paid her $200.00 for it.

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Frederick S. Todd.

By Mr. Newman:

Q. What did Doctor Dean say about a divorce?

A. He said he felt it was the best thing to let Mrs. Todd go ahead and get a divorce. She had told him when she first went in there that she wanted a divorce.

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A. And Doctor Dean told me that he thought it best if I would consent to her getting a divorce.

Q. Why?

A. Well, I guess it was because he could see that conditions in the family would be intolerable.

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CROSS EXAMINATION.

By Mr. Pitchford:

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Q. Is it not a fact, Mr. Todd, that Mrs. Todd first commenced seeing lawyers within a reasonably short time after she got this $35,000.00 from the accident money?

A. No, she was consulting lawyers before that.

Q. Do you have a single letter written to you by any lawyer at the behest of Mrs. Todd prior to the date of the accident?

A. No, I don't. I believe that the records in certain lawyers' offices will show she was in consulting them. Oh, not prior to the accident. Wait a minute. It was before the

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A. Well, I think that's—to me that is a very outstanding example of this attitude that Doctor Pile has talked about, about being unreasonable and about seeing other people as being against them and so forth. I think I'm just about as far from being a nagger as anybody could be. There's one thing this reminds me of when she says that I'm a nagger, it reminds me of the way the aggressive countries try to cover up their own designs and actions by accusing the peace —the peaceful countries of being warmongers. That's a comparison, about the only way that I could explain it.

Q. Speaking of comparisons, Mr. Todd, has Mrs. Todd ever compared herself to Doctor Jeckel and Mr. Hyde?

A. I have heard her make that statement way back from many years ago. She's brought that up and said so herself from time to time.

Q. What did she mean by that?

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A. Well, she means that she has a bad side to her personality that she goes over to at times. Yet she has a nice side too which I agree with.

Q. Have you seen both of those sides?

A. Yes, I've seen both. The Hyde side has been more predominant in the last four or five years.

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Q. Now Mr. Todd, it appears that Doctor Dean has diagnosed Mrs. Todd as a phallic type or a castrating type. What about that?

A. Well, when I went up to see Doctor Dean after Mrs. Todd had been examined by him for a considerable period of time, he described to me what he had observed of her

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mental condition and personality and those terms were used by him. It's evidently a term that the psychiatrists use in describing a certain type of personality. He didn't explain to me very much about just what it meant but I asked Doctor Pile later on and he gave me some more explanation of it.

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Frederick S. Todd.

Q. Mr. Todd, I get the impression from listening to you testify today that you got this warrant about April the 21st or 22nd and Mrs. Todd found out for sure that you had gotten such a warrant just before she left here about August of 1955. Isn't that correct?

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A. No, that's not correct.

Q. When did she find out for the first time that you had gotten the warrant?

A. I think it was about two weeks after we got it out. Maybe a week, maybe two weeks.

Q. What were you holding the warrant up for?

A. As I explained before, we were trying to arrange it so that everything could be done in the quietest and most discreet manner possible at a time when all the proper parties could be there.

Q. What parties were you waiting for?

A. Well, we had to get all together at once. Sometimes one couldn't come and sometimes another and that was Doctor Pile and Doctor Woodson, one other doctor and Mr. Ferguson and Mr. Newman and one time the Court and so forth.

Q. Were you not advised that a lunacy hearing would be held before the then Trial Justice or his assistant and two doctors?

A. As I understood, it was three doctors; Doctor Pile and Doctor Woodson and one other.

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Q. Isn't it a fact, Mr. Todd, that you got this warrant; you accused your wife of being crazy?

A. No, I did not.

Q. And you threatened her with the warrant if she didn't do thus and so, you were going to serve it on her and put her away?

A. No, I certainly did not. That's absolutely not true.

Q. Isn't it a fact, that on a day when she went to the office of Mr. Billy Ferguson, that you had planned to get it served on her that very day?

Frederick S. Todd.

settlement of the accident that she started in I believe but I don't think I have any letters.

Q. Do your copious notes show when Mrs. Todd first commenced going to the family counseling service in New York State?

A. I can tell. I went there with Mrs. Todd. It was my suggestion when we first went to the family counselor but she had gone to lawyers before that several times.

Q. Had any lawyers ever written you a letter concerning Mrs. Todd prior to the time of the accident?

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A. No.

Q. But there have been a number of them since the accident, haven't there?

A. Yes.

Q. Now in your conferences with Doctor Pile and with Doctor Woodson, what, if anything, was said to lead you to believe that if Mrs. Todd needed psychiatric treatment she could not receive such treatment without being placed in an institution?

A. Well, I don't think that they call the Medical College of Virginia an institution. It may be but I don't think they call it that. Doctor Pile didn't and I didn't.

Q. Have you ever been to the psychiatric ward in the Medical College of Virginia?

A. No, I never have.

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Q. The clothes hiding and the key hiding was really the thing that prompted you to seriously consider a lunacy warrant, wasn't it?

A. Well, that was just another example of the kind of thing that she was doing and by creating intolerable conditions in the home.

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Frederick S. Todd.

Q. Now in talking to Doctor Pile he got the impression from his testimony yesterday from what you have said, that all of your money was flying out of the window because of the indiscretions of Mrs. Todd. What money has she caused to fly out of the window, so to speak, using your term?

Vol. IV 11-29-57 page 620 } A. I don't say that she has necessarily caused money to fly out the window. There were times there, when Mrs. Todd had put herself into a position where she was just on the ragged edge of being insolvent.

Q. What is your idea of insolvency?

A. Not being able to pay your debts.

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A. She's been in quite a few other financial difficulties beside that. Mostly after she went to Stamford.

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Vol. IV 11-29-57 page 627 } A. I didn't stop her from buying it. She could have bought it if she had been here.

Q. But she was in Florida trying to sell the Fort Lauderdale house, wasn't she?

A. She was in Florida trying to get a divorce.

Q. But without a lawsuit?

A. She had letters from the lawyers. She had been to lawyers' offices. She had been consulting them trying to get them to start a suit.

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RE-DIRECT EXAMINATION.

By Mr. Newman:

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Frederick S. Todd.

A. No, we hadn't—we didn't ever come to a definite day that it was going to be done.

Q. When did you finally give up the idea of serving the lunacy warrant on her?

A. I think it was one day when Mr. Newman and I were in Mr. Ferguson's office discussing the situation with Mrs. Todd and Mr. Ferguson.

Q. Could you fix that time with reference to an approximate date?

A. Well, I would only be guessing. I'd say probably about two or three weeks after the warrant was taken out.

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Q. What prompted you to make such a decision?

A. Well, we just decided that it looked like we couldn't work it out very well to get Mrs. Todd in for treatment.

Q. I thought, Mr. Todd, you said a moment ago she had never refused to see any psychiatrist that you suggested and she had never broken an appointment with a psychiatrist. Isn't that what you said?

A. Yes, I guess I did say that.

Q. Did you mean what you said?

A. Yes.

Q. Well, can you reconcile that statement with the statement you made just a moment ago?

A. Yes, I think so.

Q. Let's hear it, if you will please.

A. Doctor Pile stated that and he stated just a day before yesterday that people with this mental illness, paranoia, do not know that they're sick and that they think that they're perfectly right and there's nothing wrong with them, all the time. That they think that all the time and Doctor Pile had also told me before, before we decided to get out this warrant that people with paranoia will not submit to treatment voluntarily. They very rarely will ever submit to treatment voluntarily. That is what I can say in regard to reconciling the statement.

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Dr. Frederick J. Woodson.

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Q. Now about the failure to serve the lunacy warrant after it had been issued for a week or two, and it was decided not to have them served, do you recall who Mrs. Todd's attorney was at that time?

A. That was Mr. William Ferguson.

Q. Do you remember if Mr. Ferguson and Mrs. Todd and you and I had discussions and as a result of that it was decided not to serve the warrant?

A. Yes, I recall that.

Q. In other words, was an effort made to work something out?

A. Yes, that's true.

Q. Now that is working something out other than by the warrant?

A. Yes, that's true.

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page 649 } DR. FREDERICK J. WOODSON,
called as a witness by the Defendant, being duly sworn, testified as follows:

DIRECT EXAMINATION.

By Mr. Newman:

Q. All right, state your name, age, address and occupation.

A. Frederick J. Woodson; Norfolk, Virginia, age 43; physician, neurologist and psychiatrist.

Q. Give us your background as far as your profession is concerned.

A. Medical doctor, MD at the University of Virginia, 1938. Followed by one year at Saint Elizabeth Hospital, Richmond, Virginia. Three years in psychiatry and neurology, University of Virginia Hospital; fourteen months Boston, Massachusetts, City Hospital as neurological resident. Three years in Army of the United States as medical officer, neurology and psychiatry and private practice of psychiatry and neurology since

Dr. Frederick J. Woodson.

1947 in Norfolk. Diplomate of the American Board of Psychiatry and Neurology.

Q. How long have you been practicing in Norfolk, Doctor?

A. Since 1947.

Vol. IV 4-2-58 page 650 } Q. Have you had occasion, Doctor, to examine Mrs. Nancy R. Todd who was the Complainant in this suit and who is the wife of Mr. Frederick S. Todd?

A. Yes, I examined Mrs. Todd on March 31, 1955.

Q. How was it that you happened to examine her?

A. I examined her at the request of Doctor Wendell Pile, of Warwick who is a psychiatrist.

Q. And I wish you would tell us the results of your examination?

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Q. Well, you did examine Mrs. Todd?

A. Yes, sir.

Q. I see. All right, tell us the nature of your examination.

A. I was requested to do a psychiatric examination of Mrs. Todd and that is what I did at the office of Doctor Pile. I talked with Mrs. Todd and her husband, both individually and together. I had had a conversation on the telephone with Doctor Pile preceding this examination and I wrote my report to him the following day. It appeared to me that Mrs. Todd showed various features of a mental condition which we call paranoid state. Among these features that she showed which were evident to me were a rather argumentative attitude, strong convictions of having been wronged, a tendency to rationalize her own behaviour. In recalling of the certain events which to me seemed to be not very well explained on a rational basis, the tendency to be very unyielding and unsmiling during this examination. The tendency to blame all the trouble on her husband and her statements to the effect that he put all burdens on her; he was not helpful. She thought he picked on the son. Those are the principal findings at that time.

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Q. Doctor Pile, this condition which you have described—

Mr. Pitchford: Correction. This is Doctor Woodson.

By Mr. Newman:

Q. I'm sorry. Doctor Woodson, this condition that you have

reason to insist that their wishes be carried out. Domination of the environment around them, including the people in it is the usual thing. Most people of this sort cannot compromise. They cannot agree and cooperate too well because to cooperate usually requires the compromise that they are unable to give or to allow.

Q. How long did you see Mrs. Todd, Doctor Woodson, when you examined her on March 31, 1955?

A. If I may refer to my letter to Doctor Pile, I have a statement in there which I state, "I spent somewhat more than an hour with her and her husband, each individually and together."

Q. Now Doctor Woodson, it is in evidence that Mrs. Todd consulted and was examined by Doctor Stanley Dean, psychiatrist in Connecticut and that Doctor Dean said that Mrs. Todd was of the phallic type or castrating nature or type. What does that mean?

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A. I'm not aware of his precise meaning for the term. I think generally it has reference to the unconscious wishes of an individual, that is a woman to actually be a man. In fulfilling some of these wishes, there is the tendency to take over the usual activities and attitudes and place in the world of a man. That is to do the work of men, to think in the sort of way that men think and to engage in business, to dominate, to take a dominant position in the family.

Mr. Newman: Witness with you.

CROSS EXAMINATION.

By Mr. Pitchford:

Q. Doctor, isn't it an established medical fact that there are many phallic women who get along well?

A. Yes. I think that there are many women with masculine attributes who may get along very well in a competitive sort of world. Of course some do not but then again they may.

Q. Does the fact that a woman has a phallic personality make her a paranoid?

A. It's probably one of the basic factors in the case that leads to the paranoic reaction. It probably causes the individual to distort thinking and reality, to bring about the thing that does not occur naturally but must occur through a revision of reality.

Dr. Frederick J. Woodson.

described is that calculated to promote domestic tranquility?

A. No sir, it nearly always results in just the opposite.

Q. What about the treatment of it?

A. Well, treatment of this condition is not in most circumstances followed by very favorable results. The condition is long-term, chronic; does not respond well to either psychotherapy which is interview treatment primarily or to drug or shock treatment. There may be an occasional patient who will show some improvement but on the whole, results of the treatment are very disappointing. The condition tends to get worse instead of better.

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Q. I believe it's a fact, isn't it Doctor Pile that—Doctor Woodson, that you and I discussed this over the telephone?

A. Yes sir, I believe we have.

Q. In April of '55?

A. Yes sir.

Q. After you had examined Mrs. Todd and I believe you recommended treatment, is that correct?

A. I have no notation to that effect. I do recall that I made that recommendation in my letter to Doctor Pile.

Q. And do you know whether or not subsequent to your recommendation that a lunacy warrant was issued?

A. I have so heard.

Q. Now does this type of or this condition which exists here, Doctor Woodson, is one of the symptoms the desire to dominate?

Mr. Pitchford: I object to that question. I think the proper question would be to state the symptoms and not testify—and then put it in the form of leading questions.

By Mr. Newman:

Q. Well, tell us of those symptoms with respect to that tendency?

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A. Can't I answer the question without having, and restating it, using the word "dominate"?

By Mr. Newman:

Q. Have control.

A. Well, it is—the usual thing in conditions of this sort for the patient to be unswerving in his or her conviction of what he does and thinks is correct and that therefore there is every

Dr. Frederick J. Woodson.

By Mr. Pitchford:

Q. Now Doctor, I understand from you that you concluded in your examination lasting approximately an hour that Mrs. Todd was argumentative?

A. Yes sir.

Q. Is the fact that a person has a tendency to argue always an indication that that person is a paranoic?

A. As an individual trait it does not necessarily establish the diagnosis.

Q. And is it unusual for a person to undertake to rationalize and justify their own behavior whether that behavior be good or bad?

A. There is a universal tendency to utilize that mechanism to some extent. Whether it is pathological depends on the degree that it is used in every day adjustments.

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Q. And you have found that she is unyielding. Is that correct, sir?

A. Generally unyielding, yes sir.

Q. Have not in your experience—have not you in your experience seen many persons who were unyielding and yet perfectly normal from a mental point of view?

A. That would have to be qualified to say that it would depend upon whether they were unyielding in every instance or whether they were unyielding on specific points. This lady is generally unyielding on almost all things where compromises with her husband are required.

Q. What historical data did you obtain to base that statement on?

A. To some extent on Mrs. Todd's statements that she put all the burdens on him, assumed none of the responsibility. At the same time demanded complete control, dictatorship over what he said and thought. Things had to be done her way or there was no peace. In my interviews with her, she could see only her own way. She felt that she was right and he was wrong. So far as I know, she did not admit to any errors in judgment on her own part.

Q. Do you see anything else in your notes that would be responsive to my question?

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A. Let me look a moment. Well, there are such statements as, "he does these mean things. I want a separation. I love him but I can't go on like this. He does things as though he hated me and then laughs about it as though it was amusing. He lied about his will. He does not want me to spend any money." Various

Dr. Frederick J. Woodson.

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Q. Have you seen the report made by Doctor Stanley R. Dean, of Stamford, Connecticut under date of August 21, 1957?

A. Yes sir.

Q. Are you aware of a statement made in that report by Doctor Dean reading and, I quote, "psychiatric examination revealed no evidence of psychosis. Mrs. Todd exhibited better than average intelligence. Was rational and coherent at all times and was in good contact with reality."

A. I read it.

Q. Do you agree or disagree with that statement?

A. I disagree entirely with the statement.

Q. On what basis do you disagree?

A. I disagree with the diagnosis of anxiety reaction when it's obvious that this lady has a paranoic state which is a psychosis.

Q. Now Doctor Woodson, is it not a fact that it is virtually impossible from a medical standpoint to make a complete, accurate and reliable diagnosis from one examination only?

A. It is not a fact that you may be unable to make a diagnosis from one examination. It may be quite simple to make the diagnosis.

Q. Is it not a fact that people afflicted with mental disorders might change from time to time?

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A. I should have to answer that by saying that there are a variety of mental illnesses and that a blanket statement cannot be made except to the effect that some conditions may change.

Q. Well, to be more specific, I understand from your testimony that it is your considered opinion that Mrs. Todd is a paranoic. Is that correct?

A. Yes sir.

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A. No, Mrs. Todd appeared to me to be above average in intelligence.

Q. Did she appear to be trying to cooperate with you while you were making the examination?

A. I think in a general sense I would say that Mrs. Todd cooperated with me. That is she did not refuse to speak to me or to tell me facts or to relate the history as she saw it. I would say there is no evidence of her refusal to cooperate.

Q. Now Doctor, from your study of psychiatry and from your dealings with people, especially in domestic difficulties, has it not been your observation that when there is trouble between a husband and wife that each is much disposed to place all the blame on the other?

A. Sometimes that is true. I do not think in this case that Mr. Todd was nearly so strong willed and prone to rationalize his own behavior as was his wife.

Q. He is of a meeker disposition, is not that correct?

A. If you give me no other choice of words, I would have to answer yes.

Q. Could you explain it in some more accurate or mose descriptive word or by the use of some more descriptive word?

A. Well, I would say that in comparison to his wife, Mr. Todd appeared to me to be more flexible, more reasonable and more yielding in approaching argumentative topics than was his wife.

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Q. Do you not recognize, Doctor Woodson, that a wife can have a separate estate from that of her husband?

A. It is possible. I think—in this situation and another indication of her general mistrust, unwillingness to harmonize her interest with those of her husband.

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Dr. Frederick J. Woodson.

statements showing to my satisfaction that she saw only his faults and none of her own.

Q. Did you concern yourself with whether or not she was telling the truth when she said he was mean to her and then laughed at her and didn't want her to spend any money?

A. Those statements are sort of the sort of statements that fit in the general picture of the paranoid individual. I did not check the accuracy of them. As I told Doctor Pile, I had no way in the world of checking on the validity of a great many of the claims. The diagnosis was not made on whether or not some of those things were right or wrong but on the overall picture presented by this lady.

Q. Now aren't those statements just the kind of statements that are often made by people who are not paranoics?

A. Well, they may be made by all of us at one time or another. Certain mistaken impressions, certain mistaken interpretations are commonplace. However, in her case there were a great many features which when grouped together produced an abnormal picture; that is not what the average person does and shows.

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Q. Doctor, what is your idea of an average person?

A. Well, an average person is one who is endowed with average intelligence, a capacity to adjust to difficulties, to behave in a mature way, to be able to give and take, to fit himself into the environment around without a great deal of difficulty.

Q. How did you know that Mrs. Todd has since leaving her husband, as disclosed by the evidence already taken in this case, has successfully established herself in the community of Stamford, Connecticut; has made many friends there. Her children are with her attending school and are happy. Would that indicate to you that she is capable of adjusting to surrounding circumstances when those circumstances are fairly favorable?

A. If those facts are true, then she evidently has established herself with some success in a new community. That is not at all unusual in the case of the paranoid individual who can get along quite well in many situations, particularly where close contact with other people is not a daily requirement. It's usually not easy for such people, however, to work in close harmony and cooperation with others.

Q. Did you find anything lacking in Mrs. Todd insofar as intelligence is concerned?

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man Kodak and when I started farming, she went up to a lawyer nearby and had him draw up a power of attorney that stated that I would be giving her the authority to do business in my name.

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Vol. IV
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page 686 } A. It is a fact. She brought me the power of attorney and wanted me to sign it and I was very much surprised and I didn't sign it. I refused to and she made terrible trouble over that for a long time.

Q. What year was that?

A. That was I believe it was in 1946.

Q. All right. Proceed.

A. About '46 or early part—late '46 or early '47. Now another point that is important, I just wanted to mention, just to point it out is the way she tried to control the real estate by virtue of the fact that her name was on the deed. She insisted on having all the say and determining all the policies and handling the deals or tried to insist on that. She didn't always succeed but she made trouble by trying to insist on handling real estate which I had bought and she had no money in it herself. Now in operating the farm business, there were a great many times when she interfered in what I was trying to do in my normal operations of the farm. Tried to take some of the business out of my hands and run it herself. Now the one instance of this that I can relate is during apple harvest in the year I believe 1949 I had a large crop of apples and I had pickers in the orchard and I was running low on crates. I had to dispose of a certain amount of apples right out of the orchard
Vol. IV and there was a buyer in there from nearby and
4-2-58 I went to talk to him when he drove in. Mrs.
page 687 } Todd came out and horned in on the conversation and after dickering and he quoted his price and I told him that I'd like to sell him the apples, she disagreed in front of him, told him that if I sold the apples to him she would leave me. Well, he was surprised at that and he went away and nothing was settled right then but I called him up later and sold the apples to him in the quantity that we had to sell for that purpose and Mrs. Todd then went into a terrible tantrum. She went tearing up to the school, got the

Frederick S. Todd.

Q. Do you think now, Doctor, that you had a history complete enough to make any valid diagnosis?

A. Yes sir. The additional information doesn't change my opinion of Mrs. Todd at all.

Q. What then would it take to change your opinion?

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A. I can't change my opinion. Mrs. Todd has shown various indications in addition to what has been brought out here of an abnormal personality. She is and she will continue to be. I don't think anything can change my opinion except a miracle.

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FREDERICK S. TODD,

recalled as a witness in his own behalf, being duly sworn, testified as follows:

DIRECT EXAMINATION.

By Mr. Newman:

Q. Mr. Todd, in the direct examination of Doctor Wendell J. Pile given on November 27, 1957, page 455, in line—beginning at line 21, where—and at line 22, Doctor Pile says that it was because of this dominancy of Mrs. Todd. Has your experience demonstrated this trait?

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A. Yes, it has.

Q. Could you give us some specific examples?

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A. I do have a number of specific instances that I can tell about, that point this out. Some of them that have been—that are in the record now and I'll just mention those to point them out. There are a few others that I would like to give somewhat more in detail to be able to put the picture as things were. She always insisted on driving the car. The reason she gave, she could drive better and her pressure on me to quit Eastman Kodak Company. Just after I quit East-

was there and she put on a terrible scene and said then she would leave if I did that and I sold the boat and took $100.00 less for it. Said that right in front of Mr. Fred Driver, the broker and right after the deal was finished and when I went through with it anyway, she went out to get in the car. She got in first to drive like she always does. As soon as I got in, she said, "I'll give you a ride back to Fort Lauderdale that you'll never forget" and she started down the pier picking up speed and getting up to something that was terribly dangerous along that pier. Had piles of steel rails and things that were ready to be loaded on the ship and she wove her way between these things and kept stepping on the gas all the time. When we get down beyond those, I turned the switch off and as soon as the car stopped I got out. She went on. I took the bus back to Fort Lauderdale. Now, in bringing the boat back from Florida, when I came here to start working in the Newport News Shipbuilding Corporation, I had a breakdown in Saint Simon's Island, Georgia. I had to leave the boat there but I didn't know right then whether I would have to leave it. I had either called or written Mrs. Todd and told her what I was doing and she didn't know where I was. She knew I was on my way up the waterway.

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I was staying on the boat trying to get things fixed up and one night at 1:30, one early morning at 1:30 a.m., she and the children arrived there. I had not told her anything about coming down there and hadn't told her to come down and she had driven her car, came tearing down from Williamson to Washington and taken the train from there and stopped off at two or three places north of there before she found where I was. I had to pay for her trip back and the childrens' and she kept the children out of school for about four or five days at that time. Now, in just after I came here and for quite a while, probably a year or two after I came and started working at the Shipyard, she kept putting all kinds of high pressure on me to quit my job at the Shipyard. She just kept bearing down on that and nagging and going into tirades about it. Then in—let's see, let's find the date here. This was on August 28, 1953. Mrs. Todd rented the Williamson house with all our things in there without consulting me about it. She rented it to a couple without—the house had all our things in it and the auction was scheduled to come up in November, November 15, was when it was coming. She rented the house for six months and collected the first

Frederick S. Todd.

children out of school and had them bring their books home; told the people in the school that she was leaving.

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A. She went there and brought the children back and brought them out of school and brought their books home and got them to pack and they all started packing. She kept the children out of school for about two days and at that same time she went into Rochester and we had a joint safe deposit box in Security Trust Company. She went into the joint box and took out practically everything there was in there including $12,000.00 of negotiable bonds and about eight or nine thousand dollars worth of E bonds. Well, I got these bonds back some-time later, two or three weeks later but it was a very worrisome and disturbing thing to have happen. At that time she didn't leave. She stayed there and she just did everything she possibly could to make everything as uncomfortable and disagreeable for me as possible. She wouldn't let me sleep at night. She'd pinch and poke and nag and turned the light on and the radio and various things like that. I had to get up early in the morning and be out and she was able to sleep in the daytime so she could keep me awake at night.

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Now, there was another instance too in the matter of handling farm products. I believe it was just the following year in cherry harvest when I sold my cherries after all the investigating that I could do and finally got the best price there was going and she disagreed with my selling of the cherries, got mad about that and at that time she went away. Nan was in camp and Freddy was there. She wanted him to go long with her but he wouldn't go. He preferred to stay there. She went off some place. I didn't know then where she went. Later I learned from her that she went to New York City and Stamford. She took money from the desk drawer that I had there to pay the cherry pickers and she went down to the farmhouse in Ontario and was just about the time for the rent and she collected the rent from the people down there and used that. Now, in another matter entirely, in the matter of selling the second boat that we had, when I had sold that in Miami and took it down there and was doing the final closing of the deal in order to get the deal through, I had to take $100.00 off the price. Mrs. Todd

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Frederick S. Todd.

A. Well, here are some of the ones I can remember that I know she saw. Jacob Gittleman, in Rochester. Milton Grossman, in Rochester. There were others in Rochester I believe that she approached but that I don't know of. There was Mr. Kelly in Fort Lauderdale, Mr. Morris, in Fort Lauderdale and also I believe others in Fort Lauderdale. Here, Mr. Hatchett, Mr. Blaylock, Mr. Richardson, Mr. Hoyle, Mr. Ferguson, Mr. Nachman, Mr. Pitchford and probably others.

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Q. Mr. Todd, the depositions also taken on August 27, 1957, page 292, lines 18 through 22, when Mrs. Todd said you interfered with her cooking. Did you interfere with Mrs. Todd's cooking?

A. No, I certainly did not. I'll tell you though what she interprets as interfering was that when I smelled something burning I said something about it and on three different occasions, two very serious ones, I saved the house from being burnt down. She had put paraffin on the stove, on the electric range on high heat and left it on and gone away and I smelled it burning and called to her and asked her if she had something on the stove and she said, "oh, you always smell something burning" so I ran down there and there was a really very bad fire going, had the kitchen—the ceiling of the kitchen on fire and a big billowing flame that came out into the dining room and blackened the ceiling and she did the same thing, exactly the same, twice about each time—the second time about a year after the first time and another time when we were on Victoria Boulevard here I caught a pan of deep grease that she had chicken, just in the nick of time before it burst into flames when she walked away and walked over to the neighbors and left that on high. Now if you call that interfering, I interfered in that way. Now in another way that I might have interfered was that I always cooked my own breakfast. She never got up to

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Frederick S. Todd.

month's rent and the last month's rent. Then when she went back to try to get things ready for the auction, the people wouldn't let her in the house. She had made some kind of an agreement that she was supposed to be able to come in and use one room. Well, she made such trouble in insisting that the people leave—

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A. Well, she by going in the house and turning off the electricity and various things like that forced the people to move out of the house. The people sued both of us later on and originally they sued for fifteen hundred dollars. I had to secure legal counsel. In total, it cost me $200.00 and we ended up by settling the suit for $300.00. Now, another example too of the way that she was trying to dominate and control the situation is the fact that she held up the auction on my farm equipment for two years, as I mentioned before.

Then there was the Mr. Russell boat deal, Mr. Russell in quotes. Then after she went up to Stamford, she went around up there to various business places, industrial concerns and had a bunch of my job record resumes that she took around to try to get a job for me up there and then another one is already in the record and just pointed out as the breaking into my apartment at 230 52nd Street.

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Q. Now line one, of page 477, where Doctor Pile was asked on redirect if Mrs. Todd told him of her threats for a divorce and his answer was, "yes." I'm asking you how many times did Mrs. Todd threaten divorce?

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A. Hundreds of times.

Q. And how many different lawyers did she see for that purpose?

cook breakfast and I would say at least ninety per cent of the time in all our years of married life, I cooked my own breakfast anyway because she wasn't up.

• • • • •

Vol. IV
4-2-58
page 717 } By Mr. Newman:

Q. Mr. Todd, I hand you another group of papers consisting of seven sheets of paper, typewritten. I wish you would tell us what that is.

A. This is a complete chronological history of my life and bringing in Mrs. Todd into it at the point where she naturally does enter into the picture.

Q. Who prepared this?

A. I did. It was typed up here. I wrote up the original.

Mr. Newman: Will you mark that KK.

Mr. Pitchford: The Plaintiff objects to the introduction of Exhibit KK in evidence for the reason that it is a self-serving declaration obviously prepared over a long period of time from memory, setting forth facts and events that this litigant considers will further his litigation. I object for the further reason that many of the things here have already been offered in evidence and it's only self-serving so far as Mr. Todd is concerned.

Mr. Newman: In reply, the Defendant stated he made this up himself and it is a very competent piece of evidence.

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4-2-58
page 718 } (The document was received and marked Defendant's Exhibit KK).

A. May I say something?

By Mr. Newman:

Q. Sure.

A. It's not entirely from memory. I have a great many records that I have been able to refer to that make it for the most part very accurate from actual dates that I have been able to find in one way or another from my own records.

• • • • •

Vol. IV
5-14-58
page 772 } ROBERT M. DONALDSON,

called as a witness by the Defendant, being duly sworn, testified as follows:

DIRECT EXAMINATION.

By Mr. Newman:

Q. All right, state your name, age, address and occupation.

A. Robert M. Donaldson, age forty-two, address, 60 Columbia Avenue, Hampton. Occupation, engineer, Newport News Shipyard and Dry Dock Company.

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page 773 }

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A. He is a very reliable man, steady in his work, a good engineer. I'd recommend him for any other similar job.

By Mr. Newman:

Q. Lose any time from work?

A. Lost some time for personal reasons. That's all I know about it. He lost time and he told us about it and he was excused and it seemed to be a valid reason every time.

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5-14-58
page 775 }

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Vol. IV By Mr. Newman:
5-14-58 Q. All right, what else do you know about his
page 776 } personal problem?

A. All I know about his personal problems I have heard either from Mr. Todd, Mrs. Todd or from some other party.

Robert M. Donaldson.

in residence of Mrs. Todd and the children while Mr. Todd was staying here?

Vol. IV 5-14-58 page 778 } A. Yes, they lived at Connecticut for a while. They moved to another house on Victoria Boulevard for a period. I was never quite sure when Mrs. Todd and the children were in residence there but they were for a time. For a time just the boy was there I believe.

Q. During this period of which you speak now, where was Mr. Todd working?

A. At the Shipyard.

Q. At the Shipyard. Now Mrs. Todd ever call you on the telephone?

A. Yes.

Q. How many times, roughly?

A. I would say at least a dozen.

Q. All right.

A. Some of those occasions was when she was calling me to get in touch with Mr. Todd at the Shipyard.

• • • • •

Vol. IV 5-14-58 page 779 } Q. Do you remember any call in which she discussed some clothing and keys?

A. Yes, I believe that was the call at the Shipyard as I recollect.

Q. Tell us about that?

A. Well, she called up and said if Mr. Todd wasn't in to work, the reason was that she had taken his clothes and car keys and made them unavailable to him. I forget exactly how. So that he possibly would not be able to get to the Shipyard at that time.

Q. She said that she had made them unavailable to him?

A. Yes.

Q. Did she say why she did that sort of a thing?

A. I suspect that she did. My recollection is that it was in connection with this basic problem that existed between them.

Q. How long have you known Mrs. Todd?

A. I don't recollect exactly when she came down to visit here but I think it was about the time that they moved into the Boulevard house. I did see her once I think before that on the boat when they were living on the boat for a short period.

Robert M. Donaldson.

Q. All right, those that Mrs. Todd told you about, what do you know about that?

A. I knew that there was a problem between the Todds on some handling of some jointly owned property. I would assume that there were problems in relation to the raising of the family as much as the periods of permanent residence were so irregular. As far as the jointly owned property is concerned, as I understand the problem, Mrs. Todd wanted to handle it one way and Mr. Todd wanted to handle it another way. Both of them talked to me about this particular problem. I suggested to both of them that it sounded to me as though they had come to an impossible situation and they had better go to an arbitrator and just agree to abide by his wishes. Mrs. Todd was apparently unwilling to do this.

Q. Now you speak of some irregular residence. I wish you would amplify that and tell us what you mean.

A. Well, the Todds settled on the Boulevard, had a nice house, furniture and the children were established in school and I had a call from Mrs. Todd one time that she was about to go to Florida with the children the next day or very shortly thereafter which I think she did. I inquired from time to time of Mr. Todd as to what his family were doing and my recollection is that they went from Florida to Connecticut to a private school, at a private school, just discontinued—what would seem to me to be undesirable continuity for the children.

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page 777

Q. You say they would go from Florida to Connecticut. By "they," whom do you mean?

A. Mrs. Todd and one or both of the children.

Q. Would Mr. Todd be included in that?

A. No.

Q. Personnel?

A. No, he worked continuously at the Shipyard.

Q. He worked continuously in the Shipyard all during that time?

A. Yes.

Q. Now you have said that the home on the Boulevard, the first one they moved into was a nice house?

A. Yes.

Q. And furniture and the children were in school?

A. Yes.

Q. All right, now do you know of any other irregularity

Robert M. Donaldson.

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page 782 }

Mrs. Todd was irrational in certain areas. She called at the home one night to explain that she had locked Mr. Todd out of the Boulevard house and that he had gone around and tried all the doors and the windows to get in. I was a little concerned at this time as to just how he was going to make out and I remember going down to his boat that was moored down in Hampton to see if I could locate him there and ask him if he had no place to stay, to come around and visit with us. I didn't find him at the time. I couldn't get any rational story at all out of Mrs. Todd on this particular telephone occasion. I just gathered it was a situation in which she had locked him out of the house. I do not think she was drunk at the time but I could just judge by the telephone.

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CROSS EXAMINATION.

By Mr. Pitchford:

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page 784 }

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Q. What did you observe to indicate that they were not getting along well?

A. Mostly in small conversations when Mrs. Todd would tell about some of her experiences in Rochester, I would observe Mr. Todd shaking his head (indicating) and when Mr. Todd would start to speak, which wasn't very often, Mrs. Todd would very often interrupt him and say, "it wasn't that way. It was this way." These were small things but it was not only myself but my neighbor who was also present. Otherwise, I would say that superficially they were entertaining and there were no untoward incidents as far as that's concerned.

Robert M. Donaldson.

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Q. How often have you and Mrs. Donaldson visited in the house with Mr. and Mrs. Todd?

A. At least twice but I know my wife has probably visited in the yard and Mrs. Todd has probably come by our house.

Q. How far did you live when you lived nearest together?

A. When they lived at the Boulevard we were a block and a half, two blocks away.

Q. How many times have they visited in your home?

A. I recollect once. I hope it was more than that.

Q. I wish you would describe the best you can and as frankly as you can the nature and disposition of Mrs. Todd?

• • • • •

A. I can just speak as an acquaintance and an employer of her husband.

By Mr. Newman:

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Q. All right sir, go ahead.

A. And when I first met Mrs. Todd, which was I'm quite sure, when they were on the boat, my impression of her was that she was a very rational, entertaining person; rather nervous and on every social occasion I have seen Mrs. Todd, that has continue to be my impression of her. When I have talked to her about the problems that existed between she and Mr. Todd about the property, I am convinced that she is quite irrational.

Q. Going back to the times that he was away from his work for personal reasons, Mr. Donaldson, was drunkenness ever a cause?

A. No, sir.

Q. Or I might say was drinking ever a cause?

A. No.

Q. Tell us about whether he does or does not cooperate well with his superiors and his fellow workers?

A. He cooperates excellently with his fellow workers and his superiors.

Q. Was there ever another telephone call from Mrs. Todd to you concerning her locking Mr. Todd out?

A. Yes.

Q. Tell us about that.

A. That's part of the reason I say that I am convinced

mestic discord was willing to buy the boat from Mr. Todd; that he was unwilling to sell directly to her; that she had used the name of some other person to acquire the boat and actually made the money available to Mr. Todd for the boat and he delivered it. Would you call that an act of an irrational person?

A. I certainly would.

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page 793 }

Q. You certainly would?

A. Yes indeed.

Q. Why?

A. There are so many better ways to fix up domestic discords than a procedure such as that. I can't see how it would ever solve a problem.

• • • • •

By Mr. Newman:

Q. All right, then her declaration made for the reason for keeping the clothes and the keys from him was, "to get what she wanted," is that correct in essence?

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page 794 }

A. Yes.

Q. Who is the more dominant of the two, Mr. or Mrs. Todd?

A. Mrs. Todd.

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page 796 }

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FREDERICK S. TODD,

recalled as a witness in his own behalf, being duly sworn, testified as follows:

CROSS EXAMINATION.

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Robert M. Donaldson.

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page 787 }

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Q. Did she then express to you some regret for having taken the keys and clothes?

A. I think so. I think she probably said that this was—"seems like a terrible thing to do but I just don't know of any other way to get what I want" or words to that effect.

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page 788 }

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Q. Did she make an assertion to you on the telephone that Mr. Todd was drunk?

A. No.

Q. Can you say that emphatically and with certainty or is it that you cannot remember?

A. The reason I say it so certainly that I don't recollect any time with my association with Mr. Todd that anybody has ever suggested that he drank too much.

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Q. Now Donaldson, assume if you will that Mr. Todd wanted to sell the boat very much; that he had placed a price on it, that Mrs. Todd was living in Connecticut; that she, in order to clear up what she thought was causing do-

Q. Then, Mr. Todd, is it your notion that you are not legally or morally obligated to support Mrs. Todd because she has managed to increase the $35,000.00 she received from the accident to the figure that we have shown on this statement dated April second, 1958, a copy of which was furnished you this morning?

A. What is the question?

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By Mr. Pitchford:

Q. Mr. Todd, while you're meditating that, I hand you the statement to which I have referred. It shows that Mrs. Todd has a net worth of $62,583.67 and ask you to answer the question?

A. Well, I don't feel that I am legally or morally obligated or that I should be legally obligated to support Mrs. Todd with all the facts of this case taken under consideration.

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page 839 } MRS. NANCY TODD,

recalled as a witness in her own behalf in rebuttal, being duly sworn, testified as follows:

DIRECT EXAMINATION.

By Mr. Pitchford:

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Frederick S. Todd.

Mr. Newman: I should also like to offer in evidence which Mr. Pitchford has seen, a slip entitled, "employees payroll statement, Newport News Shipbuilding and Dry Dock Company, dated May the 5th, 1958" showing the net pay for that week of $115.27 and further that this is the payroll statement of Mr. Frederick S. Todd, the Defendant.

* * * * *

Vol. IV
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page 798 } Mr. Newman: As "PP."

Mr. Pitchford: Mr. Todd, is there any overtime, extra work or piece-work involved in this statement?

Mr. Frederick S. Todd: That is the straight 40 hour week check and as it has been for the last six months or so. The type of work that I work on has not had any opportunity for—has had very little opportunity for receiving bonus or checking time. I would estimate that perhaps for the year 1958 I might receive as much as $200.00 in bonus and checking time but I can't say definitely and I don't think I have received any since the first of the year.

(The statement was received and marked Defendant's Exhibit PP).

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RE-CROSS EXAMINATION.

By Mr. Pitchford:

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* * * * *

Nancy Todd.

A. Well, I work so hard doing my own gardening and digging that I have blisters and we do all our own work and I have tried. I've tried to have less milk in the house and to have less food in the house but it really isn't fair for the children. I do admit they eat too much. You get something that you think it going to last two or three days and then it's gone. Sometimes their friends come in and I can't say well don't touch this and don't touch that.

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Q. Is there any way you can support them on $200.00 a month?

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A. I couldn't even support myself on $200.00 a month. I just can't understand how he would reach such a figure when he was paid $60,000.00 or what remained of the one hundred thirty-three thousand from the insurance that he said was for our living expenses. It wasn't for him to keep. He's offered me $25,000.00, five or six times and I wouldn't take it because that's—I couldn't do anything with that. At the rate we live, it would last us three or four years and then—when my health perhaps would be failing and when I need medical attention and care, I haven't been to a dentist in two years now because I can't afford it. Then in four or five years when I need attention I won't have any money left.

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Q. Was it reasonably possible for you to continue to live with Mr. Todd when he treated you as you have described?

A. Our troubles didn't start until we were paid about two years after the accident and then after that everything was,

Nancy Todd.

Vol. IV
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page 853 } Q. Now state briefly, for the benefit of the Court, the living expenses of you and the two children?

A. Well, I'm sort of ashamed to say how much it cost because they eat so much and they seem to need money for so many things that I imagine it's costing around $700.00 a month.

Q. How much of that is being contributed by Mr. Todd pursuant to the Hampton Court order?

A. Four hundred forty.

Q. How is the difference made up?

A. Oh, I pay it out of my mortgage payments, not just the interest.

Q. Are you getting into your capital accounts to meet current living expenses?

A. Oh yes, I have used up everything that I have collected in mortgages. The children didn't have any winter clothes at all and they grew up so much the last three years that in six months they have outgrown everything they had. There are so many social activities and different things at school that they have to contribute to. They have trips into New York for the school. They lose library books. I just paid twelve dollars for three of them. There are so many odds and ends. Also, I break a great many things,
Vol. IV dishes and plates and drop a lot of food. I drop
5-14-58 two quarts of milk sometimes or a whole can of
page 854 } powdered milk because my right hand, the tendons are all gone and I can't grasp anything and my left hand is very clumsy. My children will tell you every day I drop something or other with my left hand.

Q. Now could you break that $700.00 down just about how it's allocated so much for food, so much for utility, so much for house payments or how ever you do it?

A. The house payments together with the maintenance of the house, the heat and gas and electricity come to $200.00 a month. I know that. That's including heat and phone and gas and electric. That's $200.00 a month. The clothes, I don't know how much it comes to and the food, I really don't know. The other five hundred is for food, clothes, dry cleaning and I—and incidentals. I haven't any help at all because they charge ten dollars a day and I never have help and I do all my own gardening.

Q. Have you tried to economize or lower that living figure?

Nancy Todd.

"use your own money. You got a lot of money. You spend it."

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Q. What about Mr. Lewis Altman, do you owe him anything, the Attorney who instituted the suit in your behalf against Mr.—Todd in Connecticut?
A. I don't owe him anything.
Q. Did you pay him?
A. Yes.
Q. When did you pay him?
A. I guess it was paid within the last two weeks.
Q. He had to sue you for it?
A. Yes, he had to sue me for it. It was unfair because he wrote you a lot of letters I didn't know about. Rather than go to Court and pay extra money, I had to pay him.

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Q. It is your idea it is right and fair and you are entitled to have Mr. Todd support you with a 1956 Lincoln, for instance?
A. The Lincoln didn't cost any more than our Buick did. Mr. Todd said he wouldn't buy me any kind of a car, a second hand car or anything. The only people that would let me take the car with mine as a trade-in were the Lincoln people so that's why I have a Lincoln. I would be very happy with a Chevrolet or a little Ford.
Q. You heard—
A. I tried to sell it for a long time and I can't sell it.
Q. You heard him testify that his income is expected to be around eleven or twelve thousand dollars at the outside

Nancy Todd.

in 1958, the very outside and you think it's fair
Vol. IV to extort all of this money from him to—
5-14-57 A. I don't want to take the $11,000.00 a year.
page 870 } Q. To send your daughter to a private school?
A. I only want to take eight thousand.

Q. Only eight thousand?

A. Yes, I really feel I earned it. All this real estate he profited on so much on was through my help that he did it and through my work and I feel that I was a very good wife for all those years and now because I'm old and not too well, he forced me out. That's what he did.

Q. Then you think it would be fair and right and just and equitable for Judge Kearney to require him to pay you $8,000.00 a year?

A. Yes, sir, I would.

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A Copy—Teste:

H. G. TURNER, Clerk.

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