

116 948  
IN THE BALTIMORE CITY 57

$\frac{302}{12}$  COURT.

WILLIAM GORDON

VS.

KIMBELL TYLER COMPANY,  
INCORPORATED.

261 S. 8<sup>th</sup> St.  
Highlandtown #4

DECLARATION.

Mr. Clerk:-

Please file.

*Davis & Evans*  
ATTORNEYS FOR PLAINTIFF.

~~DAVE & EVANS~~  
DAVE & EVANS,  
ATTORNEY AT LAW  
215 SAINT PAUL PLACE  
BALTIMORE, MD.

JUL 27 1928

WILLIAM GORDON

:

IN THE

VS.

:

KIMBELL TYLER COMPANY,  
INCORPORATED.

:::

BALTIMORE CITY COURT.

---

William Gordon, plaintiff, by his attorneys, Davis and Evans sues Kimbell Tyler Company, Incorporated, defendant.

1. For that the defendant was at the time of the accident herein-after complained of, a corporation duly incorporated under the laws of the State of Maryland and as such is engaged in the cooperage business with its office and factory in Baltimore City, State of Maryland.

2. For that William Gordon plaintiff was at the time of the accident hereinafter described, a laborer in the employ of the defendant, Kimbell Tyler Company, Incorporated and as such was engaged on the day of said accident upon the discharge of his duties and well and faithfully performed them until hurt in the accident hereinafter described.

3. That the defendant, Kimball Tyler Company is a corporation of the State of Maryland and at the time of the accident hereinafter described had its factory at 261 S. 8th St. Highlandtown, Baltimore, Md. That on or before the first day of April, 1925 the said defendant, its servants, agents or employees had negligently and carelessly permitted the skylight of said building to become out of proper repair and had negligently and carelessly placed around and upon said skylight as a covering, a piece of tin and numerous brick to hold the tin in place; that by reason of one or all of said acts of negligence by the defendant, its servants, agents or employees and while said William Gordon was exercising due and proper care and attention in the

performance of his duties and without any negligence on his part, said tin or one or more of the bricks placed on the skylight as aforesaid, fell and struck the plaintiff on the head and as a result thereof he became and was sick, sore, lame and disordered and so remained for a long time during all of which time he was deprived of performing his usual occupation and was forced to and did spend divers sums of money in attempting to cure himself of his hurts and wounds occasioned as aforesaid.

4. And the plaintiff says that all of his injuries and damages occasioned as aforesaid were caused by the negligence, carelessness and want of due care on the part of the defendant its servants, agents or employees and that he in no wise contributed thereto.

WHEREFORE the plaintiff claims \$7500.00 damages.

*Davis J. Evans*  
\_\_\_\_\_  
ATTORNEYS FOR PLAINTIFF.

The plaintiff elects to have this case tried before a jury and prays leave of Court to do so.

*Davis Evans*  
ATTORNEYS FOR PLAINTIFF.

TO THE DEFENDANT:

TAKE NOTICE: That on the day of your appearance to this action in The Baltimore City Court, a rule will be entered requiring you to plead to the above declaration within thirty days.

*Davis Evans*  
ATTORNEYS FOR PLAINTIFF.

P-255

948/57

No. 116

AUG

R. D. 1925

# Baltimore City Court.

WILLIAM GORDON

vs.

Kimball tyler Co.

## WRIT OF SUMMONS

Cop y of Nar and Notice to plead within to be served on defendant.

Davis & Evans Attorney for Plaintiff

Filed AUG 12 1925 day of 1925

WRIT OF SUMMONS

STATE OF MARYLAND

BALTIMORE CITY, to wit.

To the Sheriff of Baltimore City, Greeting:

You are commanded to summon.....

**Kimbell Tyler Company Incorporated**

of Baltimore City, to appear before the Baltimore City Court, to be held at the Court House in the same city, on the second Monday of **Aug.** next, to answer an action at the suit of **William Gordon**

and have you then and there this writ.

Witness the Honorable JAMES P. GORTER, Chief Judge of the Supreme Bench of Baltimore City, the **11th.** day of **May** 192**5**

Issued the **27th.** day of **July** in the year 192**5**

*Ernest Lindsay* Clerk.

# SHERIFF'S RETURN

SUMMONED Kimbell Tyler, Company  
A CORPORATION, BY SERVICE ON Gen. S. Tyler, President  
AND A COPY OF NAR AND NOTICE TO PLEAD WITH A COPY OF THE PROCESS  
LEFT WITH SAID President, ALSO NOTICE OF SAID SUMMONS  
LEFT AT THE PRINCIPAL OFFICE OF SAID CORPORATION.

Per \$20

Whegan  
(7/30/95)

John E. Polce  
SHERIFF

116 Aug 948

IN THE

57

BALTIMORE CITY COURT.

BOX 388

WILLIAM GORDON

VS.

KIMBALL TYLER COMPANY,  
INCORPORATED.

PLEAS OF KIMBALL TYLER COMPANY.

Mr. Clerk:-

Please file, etc.

*J. F. Evans*

Attorney for defendant.

Service of copy admitted this  
1<sup>st</sup> day of August, 1925.

*Daves Evans*

Attorneys for plaintiff.

TYLER AND ENGLAND  
ATTORNEYS AT LAW  
612-14 EQUITABLE BUILDING  
BALTIMORE, MD.

FILED 1<sup>st</sup> Aug. 1925

THE DAILY RECORD COMPANY  
Baltimore, Md.

3/32/6/15



WILLIAM GORDON,	*	IN	THE
Plaintiff,	*		
	*		
vs.	*		
	*		
KIMBALL TYLER COMPANY,	*		
INCORPORATED.	*		
Defendant.	*	BALTIMORE CITY COURT.	
	***		

KIMBALL-TYLER COMPANY, INCORPORATED,  
 by JOSEPH TOWNSEND ENGLAND, its attorney, for pleas to the  
 plaintiff's declaration heretofore against it in this Honorable  
 Court exhibited, and to each and every count therein, says:-

FIRST:- For a first plea -  
 That it did not commit the wrong or  
 wrongs therein alleged.

SECOND:- And for a second plea-  
 That under Chapter 800 of the Acts of  
 the General Assembly of Maryland of 1914, and the amendments  
 thereto, now codified as Article 101 of the Annotated Code, and  
 known as the "Workmen's Compensation Act", (which is hereby  
 made a part of this plea as fully as if incorporated herein at  
 length), it is provided that every employer, subject to its  
 provisions, is required to and shall pay or provide, as therein  
 set forth, compensation according to the schedules of said Act,  
 for the disability or death of his employees, resulting from  
 accidental personal injuries sustained by them, arising out of  
 and in the course of their employment. And the defendant alleges

that it was the employer of WILLIAM GORDON at the time he sustained his alleged accidental personal injuries, as set forth in the plaintiff's declaration, and which arose out of and in the course of his employment. That it is further provided that under said Act, the compensation therein provided for shall be payable for injuries sustained by employees engaged in extra hazardous employment, one of which is the employment of the defendant, set forth in plaintiff's declaration heretofore filed in this case. And the defendant alleges that the said WILLIAM GORDON, at the time he sustained the injuries alleged in the declaration, was engaged in such employment at defendant's cooperative plant; that it is also provided that under said Act, the employer shall secure compensation to his employees in one of three ways, one of them being by insuring and keeping insured the payment of such compensation in or with any mutual corporation and/or association authorized to transact the business of Workmen's Compensation Insurance in this State. And the defendant alleges that it has complied with these and all other requirements of the Act by insuring and keeping insured, the payment of such compensation with the Federal Mutual Liability Insurance Company, a mutual corporation and/or association duly authorized to transact the business of Workmen's Compensation Insurance in the State of Maryland. And the defendant avers that it has fully complied with all the provisions and requirements of this Act, and stands ready, willing and able to pay WILLIAM GORDON any and all compensation that may be due and payable and that it may be ordered to pay under the provisions and schedules contained in said Act; and the defendant further alleges that the afore-

said Act provides that the liabilities of the employer prescribed therein as to the payment of compensation and as otherwise set forth in said Act, shall be exclusive.

THIRD:- And for a third plea -

That under the Workmen's Compensation Act of the State of Maryland, referred to in the second plea, (which is made a part hereof as fully as if incorporated herein at length), it is provided that every employer, subject to its provisions, is required to and shall pay and provide, as therein set forth, compensation according to the schedules of said Act for the disability or death of his employees resulting from accidental personal injuries sustained by them and arising out of and in the course of their employment; and the defendant alleges that it was the employer of said WILLIAM GORDON, and that the injuries said to have been sustained by him as alleged in the plaintiff's declaration, were accidental personal injuries arising out of and in the course of his employment by the defendant . That it is further provided under said Act that the compensation therein provided for shall be payable for injuries sustained by employees engaged in extra hazardous employment, among which is the employment of the defendant, as set forth in the plaintiff's declaration heretofore filed in this case. And the defendant alleges that the said WILLIAM GORDON, at the time he sustained his alleged accidental personal injuries, as aforesaid, was engaged in such employment at the defendant's cooperage plant, and that the alleged injuries said to have been sustained by him were the result of an accident arising out of and in the course of his employment.

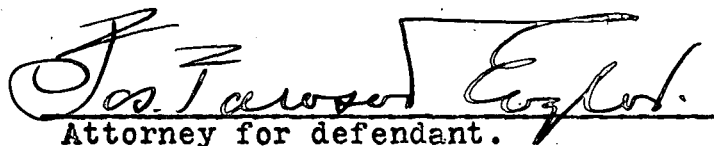
That it is also provided under said Act that the employer shall secure compensation to employees in one of three ways, one of them being by insuring and keeping insured the payment of such compensation in or with any mutual corporation and/or association duly authorized to transact the business of Workmen's Compensation Insurance in this State, and the defendant alleges that it has complied with these and all other requirements of the Act by insuring and keeping insured the payment of such compensation with the Federal Mutual Liability Insurance Company, a mutual corporation and/or association authorized to transact the business of Workmen's Compensation Insurance in the State of Maryland. And the defendant avers that it has fully complied with all the provisions and requirements of said Act and stands ready, willing and able to pay unto WILLIAM GORDON any and all compensation that may be due and payable and that it may be ordered to pay under the provisions and schedules contained in said Act. And the defendant further alleges that the aforesaid Act further provides that the liabilities of the employer prescribed therein as to the payment of compensation and as otherwise set forth in said Act, shall be exclusive.

FOURTH:- And for a fourth plea:-

That the Workmen's Compensation Act of the State of Maryland, referred to in defendant's second plea, (which Act is made a part hereof as fully as if incorporated herein at length), withdraws all phases of extra hazardous employment from private controversy.

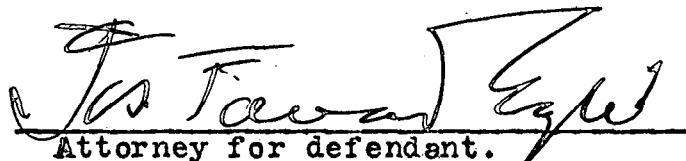
That the employment in which the plaintiff was engaged was an extra hazardous employment; that said de-

defendant has provided for compensation as is averred in its second and third pleas herein, and has complied with all the requirements and provisions of the Act and especially by insuring and keeping insured the payments of such compensation with the Federal Mutual Liability Insurance Company, a mutual corporation and/or association as aforesaid, and the defendant stands ready, willing and able to pay WILLIAM GORDON any and all compensation as may properly be determined to be due by it under and in accordance with the provisions of said Act, and such as it may be ordered to pay. And the defendant further alleges that the Act provides that the liabilities of the employer prescribed therein are exclusive.

  
Attorney for defendant.

TO THE PLAINTIFF - WILLIAM GORDON.

Take Notice: That in accordance with the rules of the Baltimore City Court you will be required to reply to the pleas in this action within fifteen days from the date of service of said pleas upon you, or else judgment by default will be entered against you.

  
Attorney for defendant.

116 Aug IN 948  
THE BALTIMORE CITY  
COURT

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WILLIAM GORDON  
PLAINTIFF

VS.

KIMBALL TYLER COMPANY,  
INCORPORATED.  
Defendant.

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REPLICATION

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Mr. Clerk:

Please file.

*Davis Evans*  
Attorneys for Plaintiff

FILED AUG 10 1925

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~~DAVIS & EVANS~~  
ATTORNEY AT LAW  
215 SAINT PAUL PLACE  
BALTIMORE, MD.

WILLIAM GORDON,  
Plaintiff

vs.

KIMBALL TYLER COMPANY,  
INCORPORATED.  
Defendant.

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IN

THE BALTIMORE CITY

COURT

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William Gordon by Davis and Evans his attorneys, for replication to the defendants pleas, and to each and every plea therein says:-

1st. The plaintiff joins issue on the defendant's first plea.

2nd. And for a replication to the defendant's second plea says:- That he admits that he was employed by Kimball Tyler Company as set forth in the second plea of the defendant and that the defendant has complied with the act mentioned in its second plea, but the plaintiff says: That the injuries complained of were not caused by any act or omission of a fellow servant and were not such injuries as arises out of and in the course of the extra hazardous employment.

3rd. And for a replication to the defendants third plea says:- That he admits that he was employed by the defendant in extra hazardous work, but that the injuries were not such as arise out of and in the course of his employment. And the plaintiff also admits that the defendant has complied with the act as to the keeping insured the payment of compensation through the Federal Mutual Liability Insurance Company, but that the injuries complained of were not those arising out of and in the course of the extra hazardous employment.

4th. And for a replication to the defendant's fourth plea says:- That he admits facts set forth in the defendant's fourth plea as to its keeping insured the payments of compensation, but says that compensation is not his only relief, that the injuries did not arise out of and in the course of the extra hazardous employment.

Davis Evans  
Attorneys for Plaintiff.



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948  
57.

IN THE BALTIMORE CITY COURT.

WILLIAM GORDON,  
Plaintiff,

vs.

KIMBALL-TYLER COMPANY, IN-  
CORPORATED,  
Defendant.

*Defendants*  
~~PLAINTIFF'S~~ DEMURRER.

Mr. Clerk:-  
Please file, etc.

*Joseph H. ...*  
Attorney for Defendant.

Service of copy admitted this  
14 day of October, 1925.

*Navis Evans*  
Attorney for Plaintiff.

TYLER AND ENGLAND  
ATTORNEYS AT LAW  
612-14 EQUITABLE BUILDING  
BALTIMORE, MD.

FILED

*14th October 1925.*

THE DAILY RECORD COMPANY  
Baltimore, Md.



LAW OFFICES OF  
**TYLER AND ENGLAND**  
612-14 EQUITABLE BUILDING  
BALTIMORE, MD.

October 14, 1925

George Carey Lindsay, Clerk,  
Baltimore City Court,  
Court House,  
Baltimore, Maryland.

Dear Mr. Lindsay:-

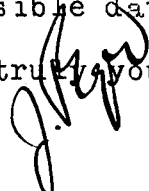
Re: William Gordon

VS

Kimball-Tyler Company

We would appreciate your setting the hearing on demurrer for defendant to replication this day filed for the earliest possible date.

Very truly yours,



JTE:LK