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IN THE
BALTIMORE CITY COURT.

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Sept

AGNES LYTTLE

BOX 1245.

NATIONAL LIFE AND ACCIDENT
INSURANCE COMPANY, a body
corporate.

Declaration.

Mr. Clerk,

Please ~~file~~ *return the*

BOX 1245

Ernest Volkart

Attorney for Plaintiff.

ERNEST VOLKART
ATTORNEY AT LAW
402-403 TITLE ANNEX BUILDING
BALTIMORE, MD.

FILED MAR 23 1925

3/22/25

AGNES LYTTLE	*	
	*	
vs.	*	IN THE
	*	
NATIONAL LIFE AND ACCIDENT INSURANCE	*	BALTIMORE CITY COURT.
COMPANY, a Body Corporate.	*	
<i>Nashville, Tennessee</i>	*	
	* * * * *	

Agnes Lyttle, by Ernest Volkart, her attorney, sues the National Life and Accident Insurance Company, a Body Corporate, of Nashville, Tennessee, Defendant.

For money payable by the Defendant to the Plaintiff.

1. For goods bargained and sold by the Plaintiff to the Defendant.
2. For work done and material provided by the Plaintiff for the Defendant at its request.
3. And for money lent by the Plaintiff to the Defendant.
4. And for money paid by the Plaintiff for the Defendant at its request.
5. And for money received by the Defendant for the use of the Plaintiff.
6. And for that the Defendant is a Corporation duly incorporated under the Laws of the State of Tennessee, with authority to utter and write insurance upon lives within the State of Maryland, and that during the times hereinafter mentioned was and now is engaged in the business of insuring lives; that in pursuance of and in accordance with the business of the Defendant, on or about the 17th day of September, 1923, and in consideration of the application for the policy hereinafter mentioned and of statements therein contained and of payments to the Defendant by one, Charles Moore,

late of Baltimore City, State of Maryland, but now deceased, of a premium of Fifteen Cents weekly to be paid by him to said Defendant weekly during his said life. the said Defendant by its policy No. E6160160 which is attached hereto and made part hereof, issued for the consideration aforesaid; thereby insured the life of the said Charles Moore and promised and agreed to pay to Agnes Lyttle, the beneficiary named in said policy, the Plaintiff in this cause, One hundred and forty^{four} Dollars upon receipt of proofs of the death of said Charles Moore made in the manner specified in said policy. That the said Charles Moore performed all agreements and considerations of said policy on his part to be performed and died on or about December 30th, 1924; that the Plaintiff, after the death of said Charles Moore, she being named the beneficiary in said policy, agreed to furnish and deliver to said Defendant, proof of the death of said Charles Moore in the manner specified in said policy and demanded payment of said Defendant of the amount named in said policy but that the said Defendant failed, neglected, refused and still refuses to furnish the necessary blanks to make the proper return of the proof of the death of said Charles Moore and has failed, neglected, refused and still refuses to pay said sum of One hundred and Forty^{four} Dollars which is now due the Plaintiff.

Whereupon this suit is brought and the Plaintiff claims the sum of Two hundred and Fifty Dollars.



Attorney for Plaintiff.

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

HEREBY CERTIFY, that on this *23^d* day of March, in the year one thousand nine hundred and twenty-five, before me, the subscriber, a Notary Public, by letters patent under the great seal of the State of Maryland, commissioned and duly qualified, residing in Baltimore City, State aforesaid, personally appeared AGNES LYTTLE, and made oath in due form of Law, on the Holy Evangely of Almighty God that there is justly due and owing by the National Life and Accident Insurance Company, a Body Corporate, of Nashville, Tennessee, the Defendant in the within named case, to the Plaintiff on annexed policy No. E6160160, the cause of action in said cause the sum of One hundred and forty^{four} Dollars over and above all discounts to the best of her knowledge and belief.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal Notarial, the day and year aforesaid.

Harry J. Brown
Notary Public.

AGNES LYTTLE

vs.

NATIONAL LIFE AND ACCIDENT INSURANCE
COMPANY, a Body Corporate.

Nashville Tenn.

*
*
*
*
*
*

IN THE

BALTIMORE CITY COURT.

The Plaintiff elects to have this case tried before
a Jury.

Ernest T. Kurtz

Attorney for Plaintiff.



INCORPORATED UNDER THE LAWS OF THE STATE OF TENNESSEE

The National Life and Accident Insurance Co.

NASHVILLE, TENNESSEE.

In Consideration of the payment of the premium stated in the schedule below, on or before each Monday, THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY hereby agrees, subject to the conditions below and on the reverse side hereof, all of which are hereby made a part of this contract and contracted by the insured and every person entitled to claim hereunder to be a part hereof, to pay to the Insured as AN ENDOWMENT, on the anniversary of this policy next after the Insured shall have passed the age of sixty-nine years, upon surrender of this policy and evidence of premium payment hereunder, the amount stipulated in said Schedule; and said Company FURTHER AGREES, subject to the conditions aforesaid, if the Insured shall die prior to the date of maturity of the Endowment, to pay, upon receipt of proofs of the death of the insured made in the manner, to the extent and upon the blanks required herein, and upon surrender of this Policy and evidence of premium payment hereunder, the amount stipulated in said schedule, to the Beneficiary named herein.

SCHEDULE ABOVE REFERRED TO

Number of Policy	NAME OF INSURED	Age Next Birthday	Weekly Premium	Amount of Endowment Insurance	BENEFICIARY
E6160160	CHARLES MOORE	40 Yrs.	15 Cts.	\$ 144.00	AGNES LYTTLE

The production by this Company of this Policy and of a receipt for the sum insured, signed by the beneficiary, or an executor or administrator, or legal representative of the insured, shall be conclusive evidence that such sum has been paid and that all claims under this Policy have been fully satisfied. The beneficiary hereunder may be changed by the Insured by consent of the Company endorsed hereon. If the beneficiary shall die before the Insured the interest of such beneficiary shall wholly vest in the Insured's estate.

No obligation is assumed by the Company prior to the date hereof, nor unless on said date the Insured is alive and in sound health. Should the proposed Insured not be alive or not be in sound health on the date hereof, any amount paid to the Company as premiums hereon shall be returned.

This Policy contains the entire agreement between the Company and the Insured and the holder and owner hereof. Its terms cannot be changed or its conditions varied, except by a written agreement, signed by the President or Secretary of the Company. No other Agent or Employee shall have the power to make or alter contracts, waive forfeitures, or receive premiums on Policies in arrears more than four weeks, or to receipt for the same, and all such arrears given to an Agent or Employee shall be at the risk of those who pay them and shall not be credited upon the Policy, whether received for or not.

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

Any assignment or pledge of this Policy or of any of the benefits thereunder shall be void and of no effect.

If any premium shall not be paid when due, this Policy shall be void, except as herein otherwise provided, and it is agreed that this provision shall not be considered in any respect waived by any indulgence granted by the Company in the acceptance of overdue premiums upon this or any other Policy.

Unless otherwise stated in the "Space for Endorsements" in a waiver signed by the President or Secretary, this Policy is void if the insured before its date has been rejected for insurance by this or any other Company, Order or Association; or if any Policy on the life of the Insured has been issued by this Company and is in force at the date hereof, unless this Policy contains an endorsement signed by the President or Secretary that such prior Policy may be in force. The Company shall not be presumed or held to know of the existence of any previous rejection, or any previous Policy unless such fact or facts shall be expressly shown in the application, and the issue of this Policy shall not be deemed a waiver of this condition.

The failure of the collector to call for the premium on this Policy will not be an excuse for non-payment, as the insured will then be required to pay the premium at the branch office of the Company, or remit the same direct to the Home Office.

If this Policy is or shall become void, all premiums paid shall be forfeited to the Company, except as provided under "Privileges and Concessions to Policy-holders."

In any settlement under this Policy any indebtedness to the Company hereunder will be deducted.

Proofs of death under this Policy shall be made upon blanks to be furnished by the Company and shall contain answers to each question propounded to the claimant, physicians and other persons, and shall contain the record, evidence and verdict of the Coroner's inquest, if any be held.

Military or Naval Service in time of war is a risk not assumed under this Policy except to the extent of returning all premiums paid thereon in the event of death therein.

No suit shall be brought nor action commenced against this Company under this Policy after two years from the time when the right of action shall accrue unless otherwise provided by the law of the State of the contract.

The Privileges and Concessions to Policy-holders, Schedule on reverse side hereof, and any endorsement either printed or written as made by the Company, on this or the reverse side hereof, are a part of this contract as fully as if recited over the signatures hereto affixed.

In Witness Whereof, The National Life and Accident Insurance Company has, by its President and Secretary, executed and attested this Policy at Nashville, Tennessee,

this

SEP 17 1923

W.S. Bearden
SECRETARY

A. Craig
PRESIDENT



Adult Endowment Payable on Anniversary of Policy After Age 69 or Prior Death. Age 36 to 54.

REV. 8-1-22 5



PRIVILEGES AND CONCESSIONS TO POLICY-HOLDER.

OPTION TO SURRENDER WITHIN TWO WEEKS. If the terms of this Policy are not satisfactory or if its conditions are not accepted and agreed to, the Policy may be surrendered for cancellation at the office of the Manager of the district through which this Policy is delivered within two weeks from the date hereof; and if so surrendered within said period, the premiums paid hereon will be returned.

INCONTESTABILITY. Subject to the Restrictions as to Military or Naval Service as contained herein, this Policy shall be incontestable after two years from the date of its issue, except for non-payment of premiums, fraud or misstatement of age.

GRACE PERIOD. A grace of four weeks shall be granted for the payment of every premium after the first, during which time the insurance shall continue in force. If death occur within the days of grace, the overdue premiums shall be deducted from the amount payable hereunder, but neither this concession nor the acceptance of any overdue premium shall create an obligation on the part of the Company to receive premiums which are in arrears over four weeks.

NON-FORFEITURE PRIVILEGES.

PAID-UP POLICY. After premiums upon this Policy have been fully paid for three years or more, then in case of default in the payment of any subsequent premium the Company will, without action on the part of the holder, continue this Policy as a Paid-up Policy, payable on the same conditions as this Policy, but upon which no further payment of premiums shall be required, for a reduced amount in accordance with the following table, but any indebtedness to the Company hereon, if not repaid, will reduce the amount of insurance in such proportion as the indebtedness bears to the amount of surrender value used as a single premium in calculating the values appearing in the table:

Age	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years	13 Years	14 Years	15 Years	16 Years	17 Years	18 Years	19 Years	20 Years
36	\$5	\$6	\$8	\$9	\$11	\$12	\$14	\$16	\$17	\$19	\$21	\$23	\$24	\$26	\$28	\$30	\$32	\$34
37	5	6	8	9	11	12	14	16	17	19	21	22	24	26	28	30	32	33
38	5	6	8	9	11	12	14	16	17	19	20	22	24	26	28	29	31	33
39	5	6	8	9	11	12	14	16	17	19	20	22	24	26	28	29	31	33
40	5	6	8	9	11	12	14	15	17	19	20	22	23	25	27	29	31	32
41	5	6	8	9	10	12	14	15	17	19	20	22	23	25	27	29	30	32
42	5	6	8	9	10	12	14	15	17	19	20	22	23	25	27	29	30	32
43	5	6	7	9	10	12	14	15	17	18	20	22	23	25	26	28	30	32
44	4	6	7	9	10	12	13	15	17	18	20	21	23	24	26	28	29	31
45	4	6	7	9	10	12	13	15	17	18	20	21	23	24	26	27	29	31
46	4	6	7	9	10	12	13	15	17	18	20	21	23	24	26	27	29	31
47	4	6	7	9	10	12	13	15	16	18	20	21	22	24	26	27	29	31
48	4	6	7	9	10	12	13	15	16	18	20	21	22	24	26	28	30	31
49	4	5	7	8	10	12	13	15	16	18	19	21	22	24	26	28	30	31
50	4	5	7	8	10	11	13	14	16	18	19	21	22	24	26	28	30	31
51	4	5	7	8	10	11	13	14	16	18	19	21	23	24	26	28	30	
52	4	5	7	8	10	11	13	14	16	18	19	21	23	24	26	28		
53	4	5	7	8	10	11	13	14	16	18	19	21	23	25	27			
54	4	5	7	8	10	11	13	14	16	18	19	21	23	25				

DISABILITY. If, while this Policy is in full force and effect and while there is no default in the payment of premium beyond the four weeks' grace period, the insured shall lose by severance both hands, or both feet, or one hand and one foot or lose permanently the sight of both eyes, total and permanent disability will be deemed to exist, and one-half of the amount of insurance then payable in the event of death shall be paid immediately upon receipt by the Company of due proof of such loss and surrender of this Policy. Thereafter no further premiums will be required and the Company will issue a Paid-up Policy providing for payment at the death of the Insured, of such benefit as would have been payable under the original Policy, less the amount of claim already paid. This clause is subject to modification set forth in the Restrictions as to Military or Naval Service contained in this Policy.

REVIVAL. Should this Policy become void in consequence of non-payment of premium, it may be revived, if not more than fifty-two premiums are due, upon payment of all arrears and the presentation of evidence satisfactory to the Company of the sound health of the Insured.

CASH SURRENDER VALUE. After premiums upon this Policy have been paid for the periods named in the table below, upon written application made upon blanks furnished by the Company, accompanied by the surrender of this Policy and evidence of premium payment, the Company will pay a Cash Surrender Value in accordance with the following table, less any indebtedness to the Company hereon:

Age	10 Years	11 Years	12 Years	13 Years	14 Years	15 Years	16 Years	17 Years	18 Years	19 Years	20 Years
36	\$ 9.02	\$10.18	\$11.39	\$12.76	\$13.97	\$15.46	\$16.94	\$18.76	\$20.30	\$21.95	\$23.69
37	9.12	10.34	11.45	12.83	14.05	15.53	17.01	18.82	20.41	22.10	23.84
38	9.23	10.46	11.58	12.85	14.18	15.66	17.14	18.92	20.55	22.24	23.98
39	9.50	10.75	11.95	13.15	14.55	16.05	17.55	19.40	21.05	22.80	24.61
40	9.55	10.85	12.00	13.20	14.59	16.08	17.62	19.49	21.17	22.94	24.78
41	9.66	10.90	12.14	13.39	14.81	16.24	17.76	19.55	21.25	22.82	24.95
42	9.95	11.25	12.51	13.82	15.17	16.65	18.23	20.12	21.87	23.49	25.71
43	9.98	11.31	12.60	13.93	15.39	16.90	18.62	20.21	22.02	23.69	25.95
44	10.01	11.40	12.67	14.02	15.50	16.97	18.61	20.34	22.14	23.86	26.22
45	10.10	11.47	12.75	14.12	15.52	17.00	18.80	20.44	22.31	24.34	26.52
46	10.41	11.86	13.19	14.59	16.07	17.63	19.38	21.13	23.14	25.27	27.60
47	10.48	11.84	13.28	14.72	16.24	17.82	19.62	21.53	23.62	25.74	28.06
48	10.82	12.25	13.69	15.26	16.87	18.55	20.34	22.40	24.64	26.92	29.44
49	10.86	12.41	13.86	15.41	17.06	18.81	20.66	22.80	25.01	27.46	30.15
50	10.91	12.49	13.98	15.56	17.27	19.07	21.02	23.16	25.51	28.09	31.00
51	11.34	12.96	14.61	16.29	18.09	20.04	22.17	24.51	27.09	30.00	
52	11.42	13.08	14.70	16.41	18.31	20.36	22.60	25.20	28.00		
53	11.93	13.64	15.36	17.23	19.25	21.60	24.19	27.00			
54	12.05	13.73	15.53	17.55	19.80	22.30	25.00				

Note 1. The two tables above are based on a weekly premium of five cents. The values of this Policy are proportionate to the premium. If the premium is ten cents, the value should be doubled. If fifteen cents, they should be multiplied by three, and so on.
 Note 2. While the values in the above tables are yearly values, the Company will make proportionate increase based on quarter-year payments.
 Note 3. Cash Surrender and Paid-up Policy Values for subsequent years will be furnished on request.

Wherever in this Policy the words "the insured" are used, reference is thereby made to the person upon whose life the Policy is issued.
 If claim arises, claimant should personally call at District Office through which premiums have been paid. Do not employ undertaker or anybody else to collect. Pay neither doctor, undertaker nor agent for preparation of claim papers. Deliver the Policy only to the Company's representative. The Company is glad to pay and there is no necessity for help or alleged influence in collecting.

NOTICE TO POLICY-HOLDERS.
 Please Read Your Policy Promptly Upon Receipt.

POLICY OF
 ENDOWMENT INSURANCE
 PAYABLE AT ANNIVERSARY
 OF POLICY AFTER AGE 69
 OR PRIOR DEATH



The National Life and
 Accident Insurance
 Company

OF

NASHVILLE, TENN.

Two Hundred Thousand (\$200,000.00)
 dollars deposited with the Treasurer of
 the State of Tennessee for the
 protection of this and
 all other policies

PLEASE READ YOUR POLICY AND PREMIUM
 RECEIPT BOOK.

BRANDAU-CRAIG-DICKERSON CO. NASHVILLE

SPACE FOR ENDORSEMENTS

FILED MAR 23 1923

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No. II9 April R. D. 192 5

Baltimore City Court.

Agnes Lyttle

vs.

National Life and Accident
Insurance Company,

a body corporate

WRIT OF SUMMONS

with 3 copies of writ

Copy of Nar ~~and Notice to plead~~
within to be served on defendant.

Ernest Volkart
Attorney for Plaintiff

Filed **FILED APR 14 1925** 192
day of

3

*Summoned The National Life and Accident
Insurance Company a Corporation of Nashville
Tennessee by service on Wilson L Gordon, Deputy
State Insurance Commissioner and a copy of writ
and notice to plead with copies of the Bookers
in duplicate left with said Deputy State
Insurance Commissioner John L Potter
Buch 3/30/25 - Fees 1.40 Sheriff*

WRIT OF SUMMONS

STATE OF MARYLAND

BALTIMORE CITY, to wit.

To the Sheriff of Baltimore City, Greeting:

You are commanded to summon

National Life and Accident Insurance Company,

a body corporate of Nashville Tennessee

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 April next, to answer an action at the suit of Agnes Lyttle

RECEIVED

MAR 30 1925

STATE INSURANCE, DEPT. OF MD.

and have you then and there this writ.

Witness the Honorable JAMES P. GORTER, Chief Judge of the Supreme Bench of Baltimore

City, the 12th day of January 1925

Issued the 23rd day of March in the year 1925

W. Carey Lindsay Clerk.

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164
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IN THE
BALTIMORE CITY COURT.

AGNES LYTTLE

vs/

THE NATIONAL LIFE & ACCIDENT
INSURANCE COMPANY,
a body corporate,
of NASHVILLE, TENNESSEE.

PLEAS, AFFIDAVIT and
CERTIFICATE OF COUNSEL.

Mr. Clerk:

Please file.

Rosell Thomson
Attorney for Defendant.

FILED APR 27 1925

BOWIE & CLARK
FIDELITY BUILDING
BALTIMORE

Service of copy of the within pleas, affidavit and
certificate of counsel admitted this 27th day of April, 1925.

Ernest Helbert
Attorney for Plaintiff.

AGNES LYTTLE

vs.

THE NATIONAL LIFE & ACCIDENT
INSURANCE COMPANY,
a body corporate,
of NASHVILLE, TENNESSEE.

IN THE

BALTIMORE CITY COURT.

.. .. .

And the said The National Life & Accident Insurance Company of Tennessee, the defendant in this action, by Roszel C. Thomsen, its attorney, says:

For a first plea:

That it never was indebted as alleged; and

For a second plea:

That it did not promise as alleged; and

For a third plea:

That on or about the 20th day of August, 1924, the said Charles Moore made application to the defendant for the issuance of the policy of insurance referred to in the declaration of the plaintiff and he falsely and fraudulently represented and warranted to the defendant at the time of making said application and as part thereof, that he, the said Charles Moore, was then in good health; whereas he, the said Charles Moore, was not then or at the time of the issuance of said policy of insurance in good health but was then and for a long period prior thereto suffering from and afflicted with diabetes, a disease which tends to shorten life, and at the time of making said application and at the time of said issuance of said policy of insurance it was unknown to the defendant that the said Charles Moore was not then nor at the time of making said application in good health and unknown to it that he was then and for a long period prior thereto suffering from and afflicted with diabetes, and the defendant did rely upon said false and

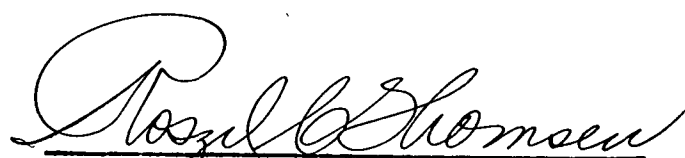
fraudulent representation and warranty so made in said application and was induced thereby and on the faith thereof to issue said policy of insurance, and the defendant says that the said false and fraudulent representation and warranty was material to the risk to be assumed under the said policy of insurance; and

For a fourth plea says:

That on or about the 20th day of August, 1924, the said Charles Moore made application to the defendant for the issuance of the policy of insurance referred to in the declaration of the plaintiff and he falsely and fraudulently represented and warranted to the defendant at the time of making said application and as part thereof, that he, the said Charles Moore has never had diabetes; whereas he, the said Charles Moore, was then and for a long period prior thereto suffering from and afflicted with diabetes, a disease which tends to shorten life, and at the time of making said application and at the time of said issuance of said policy of insurance it was unknown to the defendant that the said Charles Moore was then and for a long period prior thereto suffering from and afflicted with diabetes, and the defendant did rely upon said false and fraudulent representations and warranty so made in said application and was induced thereby and on the faith thereof to issue said policy of insurance, and the defendant says that the said false and fraudulent representation and warranty was material to the risk to be assumed under the said policy of insurance; and

For a fifth plea, says:

That said Charles Moore was not in sound health at the time of the issuance of the policy sued on.


Attorney for Defendant.

STATE OF MARYLAND :
: SS:
CITY OF BALTIMORE :

I HEREBY CERTIFY, that on this 25th day of April, 1925, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing in Baltimore City, aforesaid, personally appeared J. F. Hamilton, Manager of The National Life & Accident Insurance Company, the above named defendant, and on behalf of said defendant corporation made oath in due form of law that every one of the foregoing pleas pleaded by said defendant corporation is true, and further that he and the said defendant corporation admit \$10.35 of the plaintiff's claim to be due, but that he and said defendant corporation dispute \$133.65 thereof, the balance thereof; and further that he, the affiant, verily believes that the defendant corporation will be able at the trial of the case to produce sufficient evidence to support said pleas, as to the portion of the plaintiff's said demand so disputed, and that he is advised by counsel and that the said defendant corporation is also advised by counsel to file the said pleas.

WITNESS my hand and Notarial Seal.

Rose J. Repp
Notary Public.

I hereby certify that I advised J. F. Hamilton, Manager of The National Life & Accident Insurance Company, defendant in the above entitled case, and also advised said The National Life & Accident Insurance Company to file the foregoing pleas, and that I advised said J. F. Hamilton, Manager of said defendant company to make the foregoing affidavit.

Rosel G. Thomson
Attorney for Defendant.

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57B

IN THE
BALTIMORE CITY COURT.

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57B

(164
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AGNES LYTTLE

versus

THE NATIONAL LIFE & ACCIDENT
INSURANCE COMPANY,
a body corporate,
of NASHVILLE, TENNESSEE.

REPLICATION

Mr. Clerk:

Please file,

E. W. Tolbert

Attorney for Plaintiff.

*Service of Copy admitted
this 16th day of Sept 1925
Royal Thomson
atty for Defendant*

FILED SEP 16 1925

AGNES LYTTLE

*

versus

*

IN THE

THE NATIONAL LIFE & ACCIDENT
INSURANCE COMPANY,
a body corporate,
of NASHVILLE, TENNESSEE.

*

BALTIMORE CITY COURT.

*

*

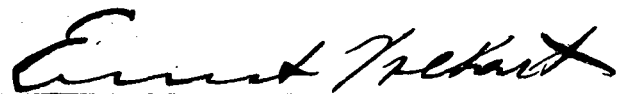
And the said Agnes Lyttle, the plaintiff in this action, by Ernest Volkart, her attorney, joins issue on the first and second pleas of the defendant.

And for replication to the third pleas says: That on or about the 20th day of August, 1924, when the said Charles Moore made application to the defendant for the issuance of the policy of insurance referred to in the Declaration of the plaintiff, the said Charles Moore was in good health and was not then or had never been prior thereto, suffering from or afflicted with diabetes^a disease which tends to shorten life and that the said Charles Moore did not make any fraudulent representation or warranty in his said application to the defendant and that the defendant was not induced by any fraudulent representation or warranty to issue said policy of insurance.

And for a replication to the fourth plea says: That on or about August 20th, 1924, when the said Charles Moore made application to the defendant for the issuance of a policy of insurance referred to in the Declaration of the defendant, he did not falsely or fraudulently represent and warrant to the defendant at the time of making said application and as part thereof, that he, the said Charles Moore had never suffered from diabetes, that he, the said Charles Moore, was not at that time or at any time prior thereto suffering from or afflicted with diabetes^a disease which tends to shorten life and that the said Charles Moore in said

application did not make any false and fraudulent representations or warranties which induced the said defendant to issue said policy of insurance.

And for a replication to the fifth plea says: That the said Charles Moore was in sound and in good health at the time of the issuance of the policy sued on.



Attorney for Plaintiff.

Order for Appearance.

164 / 12 569 / 57

Agnes Sytthe

Baltimore City Court.

No. 306

Return Day 192

VS.

MR. CLERK: Enter *on* appearance for the

Plaintiff in this case.

National Life & Accident
Ins. Co

Davis T Evans Attorney.

Filed 192

✓ FILED SEP 17 1925

306

Defendants
Jury Trial

569

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306

BEFORE THE JUDGE AT LARGE. No. 3.

1st-3 Weeks September Term, 1925

(Beginning Monday, September 14th, 1925)

W. STUART SYMINGTON, JR., Judge.

BALTIMORE CITY COURT

Agnes Lytle

National Life and Accident Ins. Co.
a body corporate

Jury Sworn 22nd Sept. 1925.

Walter C. Thomas Foreman.

JOHN A. HAYES, Statistician, B. & O. R. R., 26 S. Fulton Ave.
IRVING B. MARTIN, Hatmaker, Hobbs Francis Co., 2011
Belair Road.

GEO. J. KROEGER, Secretary, M. & S. Co., 1611 Linden Ave.

CYRIL W. BAUGHER, Manufacturer's Agent, 905 Cathedral St.

JOHN W. CRAWFORD, Clerk, Bartlett-Hayward Co., 1203
Ashburton.

JOHN W. JANNEY, Bookkeeper, Wm. H. Whiting & Co.,
517 Orkney Road.

MAURICE S. ENGLAR, Real Estate and Insurance,
3316 Gwynns Falls Parkway.

GEO. H. ENGLAND, Secretary, Wm. Schluderberg-Kurdle Co.,
252 Rose Ave., Raspeburg.

JOHN F. FINCK, Printer, 1932 E. 31st.

EARL C. BRACH, Auditor, Mnfrs. Liability Ins. Co.,
2817 Winchester.

JOHN H. BOPST, Grocer, 3363 Beech Ave.

MAX ROTHMAN, Cutter, Henry Sonneborn & Co., Inc.,
2409 E. Fairmount Ave.

HERMAN H. ELLERBROCK, Photographer,
1816 N. Washington.

GEORGE M. BUTLER, Sexton, Church of Messiah,
1667 N. Milton Ave.

GEO. N. A. SCHMITT, Osteopath, 305 W. Lanvale.

CHAS. E. MEEKS, Upholsterer, 720 Washington Boulevard.

WM. PLATE, SR., Machinist, Chas. Zies & Sons,
111 Union Ave., Wilhelm Park.

GEORGE GEIGER, Tinner, 1309 N. Montford Ave.

FREDK. G. BALK, Upholsterer, Geo. Spindler, 2511 E. Fayette.

HARRY J. BASSFORD, Agent, John Hancock Mutual Life In-
surance Co., 623 E. 33rd.

WALTER C. THOMAS, Salesman, White-Taylor Co.,
3204 Windsor Ave.

HARRY C. WILLIAMS, Manager, 2615 Oswego Ave.

HARRY O. PERRY, Merchant Tailor, 226 Homewood Terrace.

WILBUR M. MOBERLY, Clothing Cutter, Weigel & Co.,
2712 Winchester.

EUGENE J. CASSIDY, Printer, Franklin Printing Co.,
422 E. Lanvale.

GEORGE E. LANGGOOD, Shoemaker, 1301 Argyle Ave.

JOSEPH E. MARSH, Manufacturer, 4201 Springdale Ave.

CHARLES A. EUKER, Optician, 4210 Walnut Ave.

TIMOTHY S. BROWN, Collector, Con. Gas & Elec. Co.,
1123 Ensor.

EDWIN T. HOBBS, Supervisor of Supplies, C. & P. Tel. Co.,
1931 W. Fayette.

GEO. M. HAYS, Underwriter, U. S. F. & G. Co., 1703 Hollins.

FRANK E. KNIGHT, Bookkeeper, Hughes Furniture Mfg. Co.,
3001 Presbury.

JOHN B. EMERY, Salesman, 615 E. 33rd.

GRANVILLE L. HERRLICH, Accountant, Crown Cork and
Seal Co., 3010 Garrison Ave.

JOHN W. ROEDEL, Accountant, The Hecht Co., 3828 Belle Ave.

SETH L. ZIMMERMAN, Commission Merchant,
4201 Walnut Ave.

EUGENE SHANK, Foreman, Reed-Fiver Product Co.,
1036 N. Bentalou.

JOHN WM. GORE, Foreman, Bethlehem Ship Bldg. Corp.,
3220 Mondawmin Ave.

ALOYSIUS R. MERSINGER, Foreman, Rasch & Gainor,
Presstman & Ellamont.

GUY R. ROOP, Chief Clerk, Con. Gas & Elec. Co.,
5026 Belleville Ave.

JOSEPH W. COX, Printer, Art Press Co.,
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GEO. W. GIPE, Mngr., Goodman Hat Co., 1313 E. Lafayette Ave.

CHAS. E. HERRING, Confectioner, 1801 N. Charles.

JOS. S. WERNIG, Transfer, 3704 York Road.

ERNEST A. WOLF, 3rd, Draftsman, 829 N. Bentalou.

WM. J. DEGENHARD, Draftsman, Campbell Metal Window
Corp., 309 W. Hamilton Ave.

LUTHER R. HUBBARD, Electrical Contractor,
2518 E. Fairmount Ave.

BENJ. F. MYERS Machinist, Clarkson & Co.,
717 N. Lakewood Ave.

HORACE E. BURROWS, JR., Mfg. Chemist, 222 Woodlawn Rd.

GEO. E. WYSONG, Printer, 1414 W. Baltimore.

306

Plaintiff
Jury Trial

Verdict in favor
of the Defendant.

569
54
P.

306

BEFORE THE JUDGE AT LARGE. No. 3.

1st-3 Weeks September Term, 1925

(Beginning Monday, September 14th, 1925)

W. STUART SYMINGTON, JR., Judge.

BALTIMORE CITY COURT

Agnes Soytkle

National Life and Accident Ins Co
a body corporate

Jury Sworn 25th Sept. 1925.

Walter C Thomas Foreman.

JOHN A. HAYES, Statistician, B. & O. R. R., 26 S. Fulton Ave.
IRVING B. MARTIN, Hatmaker, Hobbs Francis Co., 2011
Belair Road.

GEO. J. KROEGER, Secretary, M. & S. Co., 1611 Linden Ave.

CYRIL W. BAUGHER, Manufacturer's Agent, 905 Cathedral St.

JOHN W. CRAWFORD, Clerk, Bartlett-Hayward Co., 1203
Ashburton.

JOHN W. JANNEY, Bookkeeper, Wm. H. Whiting & Co.,
517 Orkney Road.

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4 WILBUR M. MOBERLY, Clothing Cutter, Weigel & Co.,
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JOSEPH E. MARSH, Manufacturer, 4201 Springdale Ave.

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717 N. Lakewood Ave.

HORACE E. BURROWS, JR., Mfg. Chemist, 222 Woodlawn Rd.

GEO. E. WYSONG, Printer, 1414 W. Baltimore.

Flake

300
Sept 21/25

Lytle

1/2

The Natl Life Accident Co

—||—

Baltimore City Court.

ROOM 226

Sept. 1925

The Sheriff will please summon the following witnesses:

Returnable on Monday the 21 day of Sept.
1925, at 10 o'clock A. M.

306

To testify for AGNES LYTTLE IN THE
National Life & Accident Ins. Co.
Geo. Perry Lindsay
Clerk of the Baltimore City Court

VS. : BALTIMORE CITY COURT

THE NATIONAL LIFE &
ACCIDENT INSURANCE
COMPANY, a body corporate
of NASHVILLE, TENNESSEE :

Mr. Clerk:-

6
Please issue summons ^{sd} Duces Tecum for the Keeper of
Records of the dispensary of Johns Hopkins Hospital, requiring
him to bring in the records of any treatments of Charles Moore,
Seventh and Third Ave. Fairfield, Maryland, from Jan. 1, 1923 to
Jan. 2, 1925 inclusive; and make same returnable before the Court
September 21, 1925 at 10 A.M.

Davis T Evans
ATTORNEYS FOR PLAINTIFF.

The Natl Pipe Accident Ins Co

306
Sept 21 / 25
Little
Va

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-01-2001 BY 60322
UCBAW/STP/STP/STP/STP/STP

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UCBAW/STP/STP/STP/STP/STP

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UCBAW/STP/STP/STP/STP/STP

Baltimore City Court.

ROOM 226

Sept. 1925

The Sheriff will please summon the following witnesses:

Returnable on Monday the 21st day of Sept.
1925, at 10 o'clock A. M.

306

To testify for Agnes Lyttle vs National Life & Accident Insurance Co
Clerk of Monday IN THE Baltimore City Court.

AGNES LYTTLE :
VS. :
THE NATIONAL LIFE & ACCIDENT INSURANCE : BALTIMORE CITY COURT
COMPANY, a body corporate, :
of NASHVILLE, TENNESSEE :

Mr. Clerk:-

Please issue summons for the following witness in the above entitled case making the same returnable before the Court Monday, Sept. 21, 1925 at 10 A.M.

John Dorsey, % National Life & Accident Insurance Company of Tennessee, Lexington Building.

Davis & Evans
ATTORNEYS FOR PLAINTIFF.

306

~~Little~~ 2/25

12

The Nat'l Life & Accident Ins.

Baltimore City Court.

ROOM 226

Sept. 1925

The Sheriff will please summon the following witnesses:

Returnable on Monday the 21st day of Sept.
1925, at 10 o'clock A. M.

AGNES LYTTLE

vs.

IN THE

NATIONAL LIFE & ACCIDENT
INSURANCE COMPANY,
a body corporate.

BALTIMORE CITY COURT.

.....

Mr. Clerk:-

Please issue summons for the following
witnesses to testify on behalf of the defendant in the
above entitled case and make the same to this Court on
the 21st day of September, 1925: Room 226

6

Henry Folks, Johns Hopkins Hospital, to
bring with him all records and history
dealing with Charles Moore, colored,
treated in the dispensary during the years
1921 and 1924.

Royal B. Shomser
Attorney for Defendant.

306

Sept 22/25

Lytle

to

The North Sea & the Arctic
||

Baltimore City Court.

ROOM 226

Sept. 1925

The Sheriff will please summon the following witnesses:

Returnable on Tuesday the 22nd day of Sept
1925, at 10 o'clock A. M.

AGNES LYTLE

:

IN THE

v.

:

BALTIMORE CITY COURT

NATIONAL LIFE AND ACCIDENT
INSURANCE COMPANY

:

Mr. Clerk:-

8 Please issue a summons for the following witnesses to testify for the plaintiff in the above entitled case, and make the same returnable to this court at ten o'clock a.m. on Tuesday, September 22nd, 1925, (Room 226);

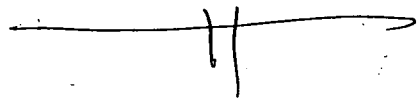
Sol Dr. Lomas, Superintendent University Hospital, Lombard and Green Streets, and ~~order~~^{Summons} him to bring with him all records dealing with Charles Moore, treated in the Hospital during the year 1923.

Dr. Eugene J. Leopold, Park and Lafayette Ave.

Rozel Thomsen
Solicitor for the Defendant

Little Sept 25
1/2

The Natl Life & Accident Co



Baltimore City Court.

ROOM 226

Sept. 1925

The Sheriff will please summon the following witnesses:

Returnable on Wednesday the 23rd day of Sept 1925, at 10 o'clock A. M.

Agnes Lytle

National Lip and Accident Ins Co

Baltimore City Court.

Term 192

No. Trials

MR. LINDSAY, Clerk,

Please issue summons for the following witnesses:

Dr. Maurice C. Pincuff
24 East Eager St

11 Dr. Eugene J Leopold
Park and Lafayette Aves

10 Dr. J. M. Hurdley
840 Park Avenue

8 Miss Rapp, University Hospital
Lombard and Green Sts, to bring
with her all records of the
hospital and dispensary relative
to Charles Moore, treated during
the year 1923.

to testify for the Defendant

Returnable the 23 day of September

1925 at 10 o'clock A. M.

Rogel G. Thomson
Attorney for Defendant

PLAINTIFF'S *2nd* PRAYER

The plaintiff prays the Court to instruct the Jury that if they find from the evidence that the deceased, Charles Moore, was in sound health and alive Sept. 17, 1923, and that the premiums on the policy issued on the life of the insured were paid Jan. 2, 1925; they should find for the plaintiff.

Robert

Handwritten notes in cursive script, oriented vertically on the left side of the page.

Handwritten title or header text, possibly a date or subject line.

Main body of handwritten text, consisting of several lines of cursive script.

Handwritten text at the bottom center of the page, possibly a signature or a closing note.

Defendant's / Prayer.

The Court instructs the Jury that it appears from the uncontradicted evidence in this case that Charles Moore was not in sound health at the time of the issuance of the policy sued on in this case and that, therefore, the verdict of the Jury shall be for the defendant.

Refered

(b)

Defendant's 3 Prayer.

The Court instructs the Jury that it appears from the uncontradicted evidence in this case that Charles Moore, the insured, was afflicted with diabetes at the time of his application for the policy sued on in this case; that it appears also from the uncontradicted evidence in this case that he answered the question in said application, "Are you in good health" in the affirmative; that such statement constituted a false answer upon a matter material to the risk assumed by the defendant in issuing the policy of insurance, which is the cause of action in this case, and their verdict must be for the defendant.

Refused

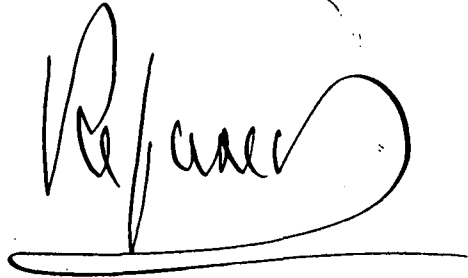
Defendant's 2 Prayer.

The Court instructs the Jury that it appears from the uncontradicted evidence in this case that Charles Moore, the insured, had had diabetes before the time of the application for the policy sued on in this case; that it appears also from the uncontradicted evidence in this case that he answered the question, "Have you ever had diabetes" in the negative; that such statement, therefore, constituted a false answer upon a matter material to the risk assumed by the defendant in issuing the policy of insurance which is the cause of action in this case and the verdict of the Jury must be for the defendant.

Refused

Defendant's 4 Prayer.

The Court instructs the Jury that under the pleadings in this case there is no evidence legally sufficient to entitle the plaintiff to recover and that, therefore, their verdict shall be for the defendant.

A handwritten signature in cursive script, appearing to read "R. J. [unclear]", is written above a horizontal line.

(e)

Defendant's

Prayer.

The Court instructs the Jury that the plaintiff has offered no evidence in this case legally sufficient to entitle her to recover and the verdict of the Jury, therefore, must be for the defendant.

Refused - at close of Plaintiff's case

PLAINTIFF'S 1st PRAYER

The plaintiff prays the Court to instruct the Jury that unsound health does not mean mere temporary ailments or affections, not of a serious or dangerous character, which pass away and are likely to be forgotten because they leave no trace in the constitution, even though at the time the illness was considered serious.

W. H. H. H.

Defendant's ✓ Prayer.

The Court instructs the Jury that if they shall believe from the evidence in this case that Charles Moore, the insured had been afflicted with diabetes prior to the time of his application and that he answered the question in said application "Have you ever had diabetes" in the negative, then such statement constituted a false answer upon a matter material to the risk assumed by the defendant in this case and their verdict must be for the defendant, notwithstanding they believe the insured was ignorant of the fact that he had been so afflicted.

Grant

Defendant's 6 Prayer.

The Court instructs the Jury that if they shall find from the evidence in this case that Charles Moore, the insured, was afflicted with diabetes at the time of his application, and that he affirmatively answered the question in said application, "Are you in good health?" then such statement constituted a false answer upon a matter material to the risk assumed by the defendant in issuing the policy of insurance which is the cause of action in this case, and their verdict must be for the defendant, notwithstanding they believe the insured was ignorant of the fact that he was so afflicted.

Grant
(a)

Defendant's 7 Prayer.

The Court instructs the Jury that if they shall find from the evidence in this case that the insured, Charles Moore, was not in sound health on the day of the issuance of the policy sued on in this case their verdict shall be for the defendant, even though the Jury may believe that the insured, Charles Moore, did not know that he was not in sound health.

Grant

(c)

Defendant's & Prayer.

The Court instructs the Jury that if they find from the evidence in this case that the insured, Charles Moore, made false representations in his written application for insurance and further find that such false representations were material to the risk assumed by the defendant in the policy of insurance issued in this case and that the defendant was misled by such false representations, their verdict shall be for the defendant, even though the Jury may find that such representations were made in ignorance of their untruth.

Grant

(a)

