

39 (Non Jury) 340

IN THE BALTIMORE CITY ⁵³

COURT.

69

BOX NO 1163

ANNIE WATKINS

VS.

SECURITY LIFE INSURANCE
COMPANY OF MARYLAND.

Pesa & Mulberry ST

Mr. Clerk:-

Please file.

J. Steward Davis

George Evans

ATTORNEYS FOR PLAINTIFF

J. STEWARD DAVIS
ATTORNEY AT LAW
215 SAINT PAUL PLACE

BALTIMORE, MD.
FILED FEB 15 1922

3/32/2/11

ANNIE WATKINS

:

IN THE BALTIMORE CITY

VS.

SECURITY LIFE INSURANCE
COMPANY OF MARYLAND

:

COURT.

Annie Watkins, plaintiff, by her attorneys, J. Steward Davis and George W. Evans, sues the Security Life Insurance Company of Maryland, a body corporate.

For that the defendant is a corporation of the State of Maryland, duly incorporated, and with the authority to utter insurance upon lives in the State; that in consideration of the payment by one Willie Hudson, late of Baltimore City, deceased, of a premium of about thirty five cents and a like sum to be paid to it by him weekly during his life, the defendant made its policy of insurance in writing agreeing to pay to the beneficiary therein named, the amount named as benefits payable on sufficient proof of death. That on the 11th day of December, 1923, Willie Hudson died as a result of an accident and his death was not caused by any of the causes exempted in said policy; that the said Willie Hudson duly fulfilled all the conditions of said insurance on his part; that the books and policy of the company are being held by the defendant. That the plaintiff was beneficiary under said policy; that the plaintiff has made due proof of the death of said Willie Hudson and of her own right as beneficiary under said policy in accordance with the requirements of said Policy *that though the plaintiff has often demanded, the defendant refused and continues to refuse and that the defendant has not paid the amount of insurance.*

WHEREFORE the plaintiff claims \$150.00.

J. Steward Davis

George W. Evans

ATTORNEYS FOR PLAINTIFF.

P. 496 340

No. 39 ⁵⁵ ~~100~~ R. D. 192 ⁴

Baltimore City Court.

Annie Watkins

Security Life
^{vs.}
Ins Co

330 N. Paca St.

Harry or Wm^m Powell Treasurer

WRIT OF SUMMONS

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

J. Stewart Naylor
Attorney for Plaintiff

Filed **FILED MAR 13 1924** day of _____ 192

9

WRIT OF SUMMONS

STATE OF MARYLAND

BALTIMORE CITY, to wit.

To the Sheriff of Baltimore City, Greeting:

You are commanded to summon

Security Life Insurance
Company of Maryland

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 March next, to answer an action at the
suit of

Annie Watkins

and have you then and there this writ.

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

City, the 14 day of March 1924

Issued the 15 day of Feb in the year 1924

Geo. Carey Lunday Clerk.

SHERIFF'S RETURN

SUMMONED Security Life Insurance Company of
A CORPORATION, BY SERVICE ON Wm M. Powell, Treasurer, Maryland,
AND A COPY OF NAR ~~AND NOTICE TO PLEAD~~ WITH A COPY OF THE PROCESS
LEFT WITH SAID Treasurer, ALSO NOTICE OF SAID SUMMONS
LEFT AT THE PRINCIPAL OFFICE OF SAID CORPORATION.

(Riley)
2-28-24

Fees - \$ 1.20 John E. Potes,
SHERIFF

397 ^x Ma 340

IN THE BALTIMORE CITY ^{55A}

COURT.

ANNIE WATKINS,
Plaintiff

VS.

SECURITY LIFE INSURANCE
COMPANY OF MARYLAND.
Defendant.

Demurrer.

Mr. Clerk,

Please file,

Wm. G. Towers
Atty. for Defendant.

*Service of Copy Admitted
this 28 day of Mar
1924*

Wm. G. Towers
Atty for Plaintiff

WILLIAM G. TOWERS
ATTORNEY AT LAW
CENTRAL SAVINGS BANK BUILDING
3 E. LEXINGTON STREET
BALTIMORE, MD.

FILED

FILED MAR 28 1924

ANNIE WATKINS,
Plaintiff.

:

IN THE BALTIMORE CITY

VS.

:

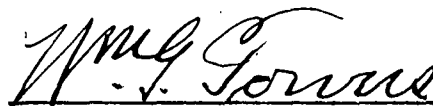
SECURITY LIFE INSURANCE
COMPANY OF MARYLAND,
Defendant.

:

COURT.

And the Security Life Insurance Company of Maryland,
a body corporate, Defendant, by William G. Towers, its Attorney,
demurs to the declaration filed by the Plaintiff, Annie Watkins,
in the above entitled case, and for demurrer says:

1. That said declaration is bad in substance, and
2. That said declaration is ~~now~~^t sufficient in law.



Attorney for Defendant.

(388) 340
782 53

✓ IN THE BALTIMORE CITY
COURT.

ANNIE WATKINS

VS

SECURITY LIFE INSURANCE
COMPANY OF MARYLAND

Pleas.

Mr. Clerk,

Please file.

Wm. G. Towers
Attorney for Defendant.

*Service of Copy admitted
this day of June 1924*

Attorney for Plaintiff

WILLIAM G. TOWERS
ATTORNEY AT LAW
CENTRAL SAVINGS BANK BUILDING
3 E. LEXINGTON STREET
BALTIMORE, MD.

FILED

FILED JUN 16 1924

ANNIE WATKINS,	::	IN THE BALTIMORE CITY
Plaintiff	::	
	::	
VS.	::	COURT.
	::	
SECURITY LIFE INSURANCE	::	
COMPANY OF MARYLAND,	::	
Defendant.	::	

The Defendant, the Security Life Insurance Company of Maryland, by William G. Towers, its attorney for pleas to the amended declaration filed in the above entitled cause says:

For a first plea, that it never promised as alleged.

For a second plea, that it is not indebted as alleged.

For a third plea, that by the conditions and provisions of Section 7 of the policy of insurance sued on by the Plaintiff in the above entitled cause it is provided that the Defendant Company "will not pay accident benefits as stipulated in the schedule hereon if the Insured - suffers disability or loss of life resulting directly or indirectly wholly or in part - from injuries intentionally inflicted upon the Insured by - any other person" and that the Plaintiff did suffer disability and loss of life, directly or indirectly, wholly or in part, from injuries intentionally inflicted upon the Insured by another person.

For a fourth plea, that by the conditions and provisions of Section 7 of the policy of insurance sued on by the Plaintiff in the above entitled cause it is provided that the Defendant Company "will not pay accident benefits as stipulated in the schedule hereon if the Insured - suffers disability or loss of life resulting directly or indirectly wholly or in part - while violating the law" and that the Plaintiff did suffer disability and loss of life, directly or indirectly, wholly or in part while violating the law.

For a fifth plea, that the conditions and provisions of Section 26 of the policy of Insurance sued on by the Plaintiff in the above en-

titled cause it is provided that the Defendant Company, "will not pay benefits for death occasioned while violating the law" and that the Plaintiff's death was occasioned by the injuries received while violating the law.

Wm. J. Tourne

Attorney for Defendant.

IN THE BALTIMORE CITY

COURT

340
55

ANNIE WATKINS?
VS

SECURITY LIFE INSURANCE CO.
OF MARYLAND

(388)
(2/2)

REPLICATION

MR. CLERK:
PLEASE FILE:

J. Steward Davis
George W. Evans
Atty's for plaintiff.

J. STEWARD DAVIS
ATTORNEY AT LAW
215 SAINT PAUL PLACE
BALTIMORE, MD.

FILED SEP 8 1924

ANNIE WATKINS

: IN THE BALTIMORE CITY

VS

:

SECURITY LIFE INSURANCE
COMPANY OF MARYLAND

:

COURT

The Plaintiff, Annie Watkins, by J. Steward Davis and Geo. W. Evans, her attorneys, for a replication to the defendants pleas in the above entitled cause says;

1. The plaintiff, replying joins issue on the first plea; also upon the second plea.
2. And the plaintiff, as to the third plea says that the accident was not caused by injuries intentionally inflicted upon the insured by another person.
3. And the plaintiff, as to the fourth plea says that the insured was not violating the law at the time of the alleged accident.
4. And the plaintiff, as to the fifth plea says that death was not occasioned by injuries received while violating the law.

J. Steward Davis
Geo. W. Evans
Attorneys for plaintiff.

Defendant's First Prayer,

The Defendant prays the Court to rule as a matter of law that the uncontradicted evidence in this case shows that the assured, William Hudson was attempting an unlawful assault upon William Murray at the time he was shot and killed by the said Murray, which assault was in violation of the law, therefore under the provisions of Section 7 and 26 of the policy of insurance sued on in this case there can be no recovery.

Granted

Defendant's Second Prayer

The Defendant prays the Court to instruct itself sitting as a Jury that if it finds from the evidence that the assured, William Hudson, upon the date of his unfortunate death, brought about a controversy which resulted in his death and further find that said Hudson was the aggressor and was attempting an assault upon one William Murray and further find that said Murray shot and killed the said Hudson in defense of his, said Murray's person and life, then under the provisions of the policy of insurance sued on in this case there can be no recovery and the verdict must be for the defendant.

Refused