

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Frank R. Leu and Security Life and Accident Insurance Company to appear within thirty days from the service of this writ in the Circuit Court, to be held for said county at the place of holding the same, then and there to answer the complaint of Helen Hinote.

WITNESS my hand this 9th day of January, 1968.

Alice Hulbeck
Clerk

The address of both defendants is
4 South Ann Street, Mobile, Alabama.

* * * * *

HELEN HINOTE,)	
)	
Plaintiff,)	IN THE CIRCUIT COURT OF
)	
VS.)	BALDWIN COUNTY, ALABAMA
)	
FRANK R. LEU and SECURITY LIFE)	AT LAW
AND ACCIDENT INSURANCE COMPANY,)	7942
)	
Defendants.)	


COMPLAINT

The plaintiff claims of the defendants the sum of Fifty Thousand Dollars (\$50,000.00) for that heretofore on to-wit, November 20, 1967, the plaintiff visited the office of the defendant, Security Life and Accident Insurance Company in the City of Mobile, Alabama, to inquire of the said defendant, Security Life and Accident Insurance Company, whether or not the said defendant was going to pay to the plaintiff the proceeds due on a policy of life insurance whereby the defendant, Security Life and Accident Insurance Company, on the 15th day of August, 1966, insured the life of Ben Hinote, who died on the 24th day of May, 1967, of which the defendant, Security Life and Accident Insurance Company, had notice and which policy is and at all times since August 15, 1966, has been the property of the plaintiff. Plaintiff avers that at said time and place the defendant, Frank R. Leu, who was then and there the


President of the defendant, Security Life and Accident Insurance Company, and was the agent, servant or employee of the defendant, Security Life and Accident Insurance Company, acting within the line and scope of his authority as such agent, servant or employee, advised the plaintiff that the defendant, Security Life and Accident Insurance Company was not going to pay the proceeds of said policy to her and told her further that if he, the said defendant, Frank R. Leu, had known that the jury in Baldwin County would acquit her for the felonious homicide of the said Ben Hinote, that he, the said defendant, Frank R. Leu, or a lawyer representing the defendant, Security Life and Accident Insurance Company would have been present at the time of her trial and would have assured that she would have been convicted and sentenced to the penitentiary of the State of Alabama, because she, the plaintiff, had killed her husband, the said Ben Hinote, to collect the proceeds of the aforesaid insurance policy, although the said defendant, Frank R. Leu, was fully aware and had full knowledge that the plaintiff had been acquitted of any felonious homicide of the said Ben Hinote prior to November 20, 1967.

Plaintiff avers that the defendant, Frank R. Leu, who was then and there an agent, servant or employee of the defendant, Security Life and Accident Insurance Company, acting within the line and scope of his authority at said time and place, had been at said time and place advised by the plaintiff that she was in a desperate financial status and in great need of the proceeds of the said insurance policy for the support and maintenance of herself and her three minor children, knowingly, willfully and wrongfully refused to pay the proceeds of the said policy to plaintiff and the said defendant, Frank R. Leu, who was then and there an agent, servant or employee of the defendant, Security Life and Accident Insurance Company, at said time and place acting within the line and scope of his authority, willfully or wantonly injured or damaged the plaintiff by willfully or wantonly insulting, humiliating and embarrassing the plaintiff as aforesaid and as a direct and proximate

result thereof, the plaintiff was made severally nervous and upset;
she became mentally and emotionally upset, all to her injury and
damage as aforesaid, hence this suit.


Attorney for Plaintiff

Plaintiff demands a trial by jury of said cause.


Attorney for Plaintiff

FILED

JAN 9 1968

ALICE J. DUCK CLERK
REGISTER

7942 4591
Bur

Helen Anote
Atty.

no. 174
Frank R. Lee +
Security Life &
Accident Insurance
Co. Depts.

FILED

JAN 9 1968

ALICE J. DUCK

CLERK
REGISTER

James R. Owen, Atty.

RECORDED

This 17th day of Jan, 1968,
by serving a copy of the within on
Frank R. Lee
RAY A. BRIDGES, Sheriff
By N. Busby D. S.

JAN 9 1968

RAYMOND WILKINS
SHERIFF

Received 10 Day of Jan 1968
and on 17 Day of Jan 1968
I served a copy of the within on
Security Life and accident
Insurance Co.
by service on Frank R. Lee
RAY A. BRIDGES, Sheriff
By N. Busby D. S.

RECORDED

RECORDED

HELEN HINOTE,)	
)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.)	BALDWIN COUNTY, ALABAMA
FRANK R. LEU and SECURITY LIFE)	
AND ACCIDENT INSURANCE COMPANY,)	LAW SIDE. NO. 7942.
Defendants.)	

DEMURRER:

Now come the Defendants in the above styled cause, both separately and severally, and separately and severally demur to the complaint filed in this cause and for separate and several grounds of demurrer, set down and assign, separately and severally, the following:

1. That said complaint does not state facts sufficient to institute a cause of action against the Defendant.
2. For that said complaint is vague, indefinite and uncertain in that it does not apprise the Defendant with sufficient certainty against what the Defendant is called upon to defend.
3. For it does not appear with sufficient certainty what duty, if any, the Defendant may have owed the Plaintiff.
4. For it does not appear wherein the Defendant violated any duty, if any, owed by the Defendant to the Plaintiff.
5. For it does not sufficient appear that Defendant owed any duty to the Plaintiff which the Defendant failed to perform.
6. For that the averments alleged, if true, do not show any liability on the part of the Defendant.
7. No facts are alleged to show that Plaintiff suffered any damage or injuries as the result of any breach of any duty on the part of the Defendant.
8. For that there is a misjoinder of causes of action.
9. For that said allegations are insufficient to state a cause of action sounding in trespass.
10. For that said allegations are insufficient to state a cause of action sounding in trespass or case.

11. For that said allegations are insufficient to state a cause of action sounding in slander.

12. For that said allegations, if true, are insufficient to allege a trespass upon the person of the Plaintiff and committed by the Defendant.

13. For that it affirmatively appears from the allegations in this cause that there was no entry by the Defendant upon the property of the Plaintiff.

14. For that it affirmatively appears from the allegations in this cause, if true, that the events complained of occurred upon premises owned by the Defendant.

15. For it affirmatively appears that the allegation that the Defendant "knowingly, willfully and wrongfully refused to pay the proceeds" of an alleged insurance policy to the Plaintiff, are merely conclusions of the pleader.

16. For aught appears the remedy of the Plaintiff, if any, lies in an action upon the alleged insurance policy.

17. For aught appears, the allegation that the Defendant "knowingly, willfully and wrongfully refused to pay the proceeds" of an alleged insurance policy to the Plaintiff do not state a cause of action.

18. For aught appears, the Plaintiff was not entitled to the proceeds of the alleged insurance policy.

19. For aught appears, the Defendant had the right to withhold or defer payment of the proceeds of the alleged insurance policy.

20. For aught appears, the allegations that the proceeds were due on an alleged insurance policy, are conclusions of the pleader.

21. For it affirmatively appears from the allegations of the complaint that no assault was made by the Defendant upon the Plaintiff.

22. That said complaint does not allege a publication.

23. That said complaint does not allege injury to the Plaintiff's reputation.

24. For it affirmatively appears that there was no publication of the alleged statements, if said statements were made.

25. That the allegation that the policy was the property of the Plaintiff is a conclusion of the pleader.

26. For aught appears, the conditions of payment are determined by the terms of the alleged policy.

OWENS AND PATTON

By: *James Owen, Jr.*
Attorneys for Defendants

I, the undersigned, one of the attorneys of record for the Defendants in the foregoing cause, do hereby certify that I have forwarded a copy of the foregoing demurrer to James R. Owen, the attorney of record for the Plaintiff in said cause, by placing a copy of the same in the United States Mail, properly addressed, with postage prepaid, this 26th day of January, 1968.

James Owen, Jr.

FILED

JAN 26 1968

ALICE J. BOSS CLERK
REGISTER