

LILLIAN STACEY CALLAWAY,	Ø	
	Plaintiff,	
VS.	Ø	IN THE CIRCUIT COURT OF
		BALDWIN COUNTY, ALABAMA
MARYLAND NATIONAL INSURANCE	Ø	
COMPANY, a corporation,		AT LAW NO. 8093
	Defendant.	Ø

ANSWER

The defendant, for answer to the complaint, assigns, separately and severally, the following pleas:

1. Not guilty.
2. The allegations of the complaint are untrue.
3. Plaintiff's alleged damages were not caused by latent defects in the fuel line or lines of the vessel "Sea Fare." The defects in the main fuel line of the "Sea Fare" were known to John Andrew Dorgan, the captain of the said vessel, who had charge of the maintenance and supervision thereof from a period during the month of August, 1967, when a leak occurred in the main fuel line of the said vessel, which was repaired by the said John Andrew Dorgan with a rubber patch, until the said break or leak in the main fuel line occurred during the month of December, 1967.

4. The policy of insurance on which this suit is brought contained a deductible provision reading as follows:

"The sum of \$1,000.00 shall be deducted from the total amount of any or all claims (including claims for sue and labor, collision liability, general average and salvage charges) resulting from any one accident. This deduction does not apply to claims for total or constructive total loss. For the purpose of this clause each accident shall be treated separately, but it is agreed that a sequence of damages arising from the same accident shall be treated as due to that accident."

The defendant alleges that a break occurred in the main fuel line of the vessel "Sea Fare" during the month of August, 1967, and that any damages resulting to the plaintiff from the said break

or leak should be deducted from any amount due under the policy on which this suit is brought up to the sum of \$1,000.00.

5. The policy of insurance on which this suit is brought contained a deductible provision reading as follows:

"The sum of \$1,000.00 shall be deducted from the total amount of any or all claims (including claims for sue and labor, collision liability, general average and salvage charges) resulting from any one accident. This deduction does not apply to claims for total or constructive total loss. For the purpose of this clause each accident shall be treated separately, but it is agreed that a sequence of damages arising from the same accident shall be treated as due to that accident."

The defendant alleges that a break occurred in the main fuel line of the vessel "Sea Fare" during the month of December, 1967, and that any damages resulting to the plaintiff from the said break or leak should be deducted from any amount due under the policy on which this suit is brought up to the sum of \$1,000.00.

6. The policy of insurance on which this suit is brought contained a provision reading as follows:

"Warranted by the assured that the vessel named herein shall be in a seaworthy condition at the time of attachment of this insurance and shall be maintained in a seaworthy condition at all times. If the vessel shall become unseaworthy as a result of a disaster the assured shall restore it to a seaworthy condition as soon as possible,"

which required the plaintiff to maintain her vessel "Sea Fare" in a seaworthy condition and the plaintiff, by the terms of the insurance policy on which this suit is brought, warranted that the vessel named in the policy was in a seaworthy condition at the time of the attachment of the said insurance policy and that the said vessel would be maintained in a seaworthy condition at all times.

The defendant alleges that the vessel "Sea Fare" was not in a seaworthy condition between, to-wit, July 1, 1967, and

December 30, 1967, because during all of the said period of time the said vessel was used for shrimping in salt water and had a black iron fuel line leading from the main fuel tank in the stern of the vessel to the main engine, which was located in the approximate center of the vessel, which fuel line was 25 feet to 30 feet in length, with no hangers, fasteners, or supports supporting the said fuel line in the said distance of 25 feet to 30 feet; and that during, to-wit, the month of August, 1967, a hole was worn or chafed in the said fuel line between the aft fuel tank and the bulkhead, which was approximately 25 feet to 30 feet forward of the aft fuel tank, which was known to John Andrew Dorgan, the captain of the said vessel, who had charge of the maintenance and supervision thereof during the said period of time, and who supervised the repair of the said fuel line during the month of August, 1967, with a rubber patch; and that after making the said repair with the said rubber patch during, to-wit, the month of August, 1967, the said fuel line was not supported or fastened to prevent its vibration, which vibration caused a further leak in the said fuel line during the month of December, 1967. The said breach of warranty by the plaintiff increased the risk of loss under the said policy of insurance on which this suit is brought.

*J. B. Blackburn*  
Attorney for Defendant

I hereby certify that I delivered a copy of the foregoing answer to the office of Norborne C. Stone, Esquire, on this the 21st day of January, 1970.

FILED

JAN 21 1970

*J. B. Blackburn*  
Attorney for Defendant

8093

FILED

JAN 24 1970

ALICE J. ELLER  
CLERK  
REGISTER



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8093

FILED

SEP 25 1969

ALICE J. DUCK CLERK  
REGISTER

LILLIAN STACEY CALLAWAY,

Plaintiff,

VS.

MARYLAND NATIONAL INSURANCE  
COMPANY, a corporation,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 8093

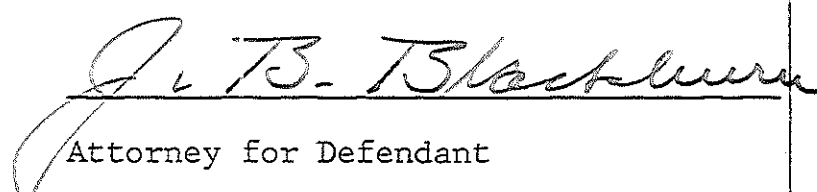
#### AMENDED DEMURRER

Now comes the defendant and amends the demurrer heretofore  
filed in this cause so that, as amended, it will read as follows:

#### DEMURRER

Now comes the defendant, by its attorney, and for demurrer  
to the complaint says:

1. It does not state a cause of action.
2. The allegations of the complaint are conclusions of  
the pleader.
3. The allegations of the complaint are vague, indefinite  
and uncertain.
4. The allegations of the complaint are vague, indefinite  
and uncertain in that the date or dates on which the alleged damage  
occurred is or are not shown.
5. The allegations of the complaint are vague, indefinite  
and uncertain in that no facts are alleged to show whether the  
plaintiff's alleged damage occurred on one or more occasions.
6. No facts are alleged to show the risk which the de-  
fendant insured.
7. No facts are alleged to show the conditions under which  
the defendant's liability occurred under the alleged policy of in-  
surance.

  
Attorney for Defendant

I hereby certify that I mailed a copy of the foregoing demurrer to Chason, Stone and Chason, Bay Minette, Alabama, and to Armbrecht, Jackson and DeMouy, P. O. Box 290, Mobile, Alabama, on this the 19th day of November, 1968.

*J. B. Blackburn*  
Attorney for Defendant

FILED

NOV 19 1968

ALICE J. DICK CLERK  
REGISTER



LILLIAN STACEY CALLAWAY,

Plaintiff,

VS.

MARYLAND NATIONAL INSURANCE  
COMPANY, a corporation,

Defendant.

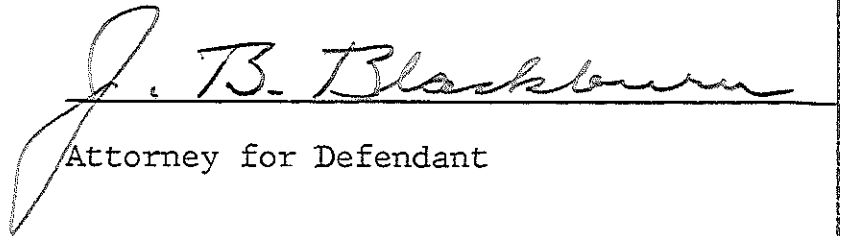
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M IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW NO. 8093

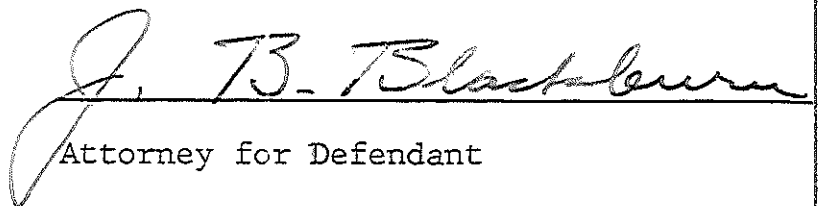
DEMURRER

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1. It does not state a cause of action.

  
Attorney for Defendant

I hereby certify that I mailed a copy of the foregoing  
demurrer to Chason, Stone and Chason, Bay Minette, Alabama, and to  
Armbrecht, Jackson and DeMouy, P. O. Box 290, Mobile, Alabama, on  
this the 21st day of May, 1968.

  
Attorney for Defendant

FILED

MAY 21 1968

ALL J. B. CLERK  
REGISTER

70.809.3

STATE OF ALABAMA

DEPARTMENT OF INSURANCE

I, the undersigned as Superintendent of Insurance for the State of Alabama, hereby certify that on the 22nd day of April, 1968, I sent by registered mail in an envelope as follows:

Maryland National Insurance Company  
1447 Peachtree Street, N. E.  
Atlanta, Georgia 30309

REGISTERED MAIL  
RETURN RECEIPT REQUESTED

bearing sufficient prepaid postage, a copy of a summons and complaint served upon me by the Sheriff of Montgomery County, Alabama, in a cause styled as follows:

Lillian Stacey Callaway, Plaintiff

in the Circuit Court of Baldwin County

VERSUS

(Name of Court)

Maryland National Insurance Company, Defendant

And that on the 25th day of April, 1968, I received the return card showing receipt by the designated addressee of said envelope on the 24th day of April, 1968.

Witness my hand and official seal this the 25th day of April, 1968.

Walter A. Housal

SUPERINTENDENT OF INSURANCE

) IN THE CIRCUIT COURT OF  
(  
) BALDWIN COUNTY, ALABAMA  
)  
(  
) AT LAW  
)  
(  
)  
(  
) CASE NO. 8093

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA  
Baldwin County

Circuit Court, Baldwin County

No. 8093

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon .....MARYLAND NATIONAL INSURANCE COMPANY, A Corporation,

.....  
.....  
.....  
to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint

filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against, MARYLAND

NATIONAL INSURANCE COMPANY, A Corporation, Defendant.....

by LILLIAN STACEY CALLAWAY

.....Plaintiff.....

Witness my hand this 17th day of April 1968.

*Alice J. Hines* Clerk

4-22-68

## STATE OF ALABAMA

Baldwin County

## CIRCUIT COURT

LILLIAN STACEY CALLAWAY

Plaintiffs

vs.

MARYLAND NATIONAL INSURANCE

COMPANY, A Corporation, Defendants

## SUMMONS AND COMPLAINT

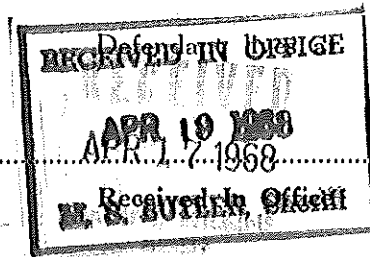
Filed April 17, 1968

Alice J. Duck Clerk

Chason, Stone & Chason - and -  
Armbrrecht, Jackson & DeMouy

Plaintiff's Attorney

Defendant's Attorney



19.....

Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Executed by serving 2 copies of  
the within on *Walter H. Mason*Superintendent  
of Insurance, State of Alabama

This The 21 day of April 1968

Sheriff of Montgomery County

M. S. Butler,

By *W. L. Mason* D. S.

M. S. Butler, Sheriff of Montgomery

County, Alabama, Claim \$1.50 each for

serving 1 process(es) and \$1.00  
travel expense on each of 1 Sheriff

process(es) or a total of \$2.50 Deputy Sheriff

*W. L. Mason* Deputy Sheriff