

STATE OF ALABAMA,  
BALDWIN COUNTY.

IN THE CIRCUIT COURT-LAW SIDE.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Continental Casualty Company, a Corporation, 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 Minnie Atchison.

Witness my hand this 13<sup>th</sup> day of August, 1931.

J. M. Rimmer  
Clerk.

C O M P L A I N T.

MINNIE ATCHISON,

Plaintiff,

-vs-

CONTINENTAL CASUALTY COM-  
PANY, A Corporation,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

The Plaintiff claims of the Defendant Two Thousand Dollars (\$2000.00) due on a Policy whereby the Defendant on, to-wit, March 10th, 1928 insured the life of William L. Stewart against accidental death, and Plaintiff avers that the said William L. Stewart was killed by an accident on, to-wit, the 4th day of July, 1931, of which the Defendant has had notice. Said Policy is the property of the Plaintiff.

Hybart, Heard & Chason  
Attorneys for Plaintiff.

The Plaintiff demands a trial  
by Jury.

Hybart, Heard & Chason  
Attorneys for Plaintiff.

MINNIE ATCHISON,  
PLAINTIFF.

VS.

CONTINENTAL CASUALTY COMPANY,  
A CORPORATION,  
DEFENDANT.

)  
(  
)  
( IN THE CIRCUIT COURT

( OF

) BALDWIN COUNTY, ALA

( AT LAW.  
)

Comes the defendant and for answer to the  
complaint, as amended, pleads:-

FIRST

In short, by consent, the general issue.

SECOND

For that the policy sued on in this cause  
provided, among other things, the following:-

" This policy does not cover any loss x x x  
(3) If the injury causing it results from the intentional

act of the insured, or of any other person excepting,  
however, assaults committed on the insured for the sole  
purpose of burglary or robbery and also excepting assaults  
incurred by insured while engaged in the proper performance  
of the duties of his occupation and provoked solely thereby.  
And this defendant alleges that the death of the insured  
resulted from the intentional act of another person, to-wit,  
one Dave Atchison, a brother of the plaintiff as a result  
of a shot gun wound or wounds inflicted by the said Dave  
Atchison on, to-wit, July 4th, 1931, which assault by the  
said Dave Atchison upon the insured was not committed upon  
the insured for the sole purpose of burglary or robbery  
and was not an assault incurred by the insured while in the  
performance of the duties of his occupation and provoked  
solely thereby. And that the said insured died from said  
injuries on the date on which said injury occurred, WHEREFORE  
defendant says that it is not liable in this action.

*Lyons, Chamberlain & Courtney*  
ATTORNEYS FOR DEFENDANT.

Minie Alcham  
75

Grubert & Co.

Friday 20/7/32  
T. W. P. P. P.  
Clerk

Handwritten signature and date: 20/7/32

MINNIE ATCHISON,

Plaintiff

-VS-

CONTINENTAL CASUALTY  
COMPANY, A CORPORATION,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
AT LAW.

Comes the defendant and demurs to the complaint  
filed in this cause and, for grounds of demurrer, assigns,  
separately and severally, the following:-

FIRST

There is no sufficient averment of facts showing  
that the death of the insured occurred during the term of  
the policy.

SECOND

There is no sufficient averment of facts showing  
that the policy was in force and effect at the time of the  
death of the insured.

THIRD

It is not alleged that the plaintiff was the  
beneficiary named in the said policy.

FOURTH

It is not alleged that the insured suffered  
accidental death.

*Lyon & Chausse*  
ATTORNEYS FOR DEFENDANT.

RECORDED

*James A. Adams*  
*US*  
*Ordinary*  
*Cavalry Co.*

*Received and Filed*  
*Sept 12th 1931.*  
*J. W. Richmond*  
*Clerk*

*James A. Adams*  
*US*  
*Ordinary*  
*Cavalry Co.*

MINNIE ATCHISON, :  
Plaintiff : CIRCUIT COURT OF BALDWIN COUNTY  
-vs- : ALABAMA  
CONTINENTAL CASUALTY COMPANY, : AT LAW NO. \_\_\_\_\_  
a corporation, :  
Defendant. :

Comes the defendant and demurs to Count Two of the amended complaint and for grounds of demurrer assigns separately and severally the following:

FIRST: There is no sufficient averment of facts showing that the death of the insured occurred during the term of the policy.

SECOND: There is no sufficient averment of facts showing that the policy was in force and effect at the time of the death of the insured.

THIRD: There is not alleged that the insured suffered accidental death.

FOURTH: There is no sufficient averment of facts showing that the accident causing death was within the period covered by the contract of insurance.

FIFTH: There is no sufficient averment of facts showing the period covered by the policy of insurance.

SIXTH: Because the averment in the complaint that at the time of the death of said William L. Stewart that said policy of insurance was in full force and effect is a conclusion of the pleader.

SEVENTH: Because there are no sufficient averment of facts set forth showing such a compliance with the terms of the contract on the part of the insured as to render it in force at the time of the accident causing death.

EIGHTH: Because it is not alleged that plaintiff had an insurable interest in the life of the deceased.

NINTH: Because the allegations of said count do not show that Plaintiff had an insurable interest in the life of the deceased.

*Lynn, Chamberlain & Courtney*  
ATTORNEYS FOR THE DEFENDANT

June 1  
RECORDED

Not at Home  
Minnie Allison  
VS  
Continental Casualty Co

Demurrer

Filed Mar 3rd 1932  
D. W. Rice  
Clerk

Refiled to Court  
3 Aug 25/1932  
D. W. Rice  
Clerk

MINNIE ATCHISON,

Plaintiff,

-vs-

CONTINENTAL CASUALTY  
COMPANY, A Corporation,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

COUNT NO. 5:

The Plaintiff claims of the Defendant the sum of Two Thousand Dollars (\$2000.00), with interest thereon due on Policy whereby the Defendant on, to-wit, March 10th, 1928, insured for a term of one month the life of William L. Stewart <sup>at his request</sup> against bodily injury effecting directly and independently of all other cause through external violence and accidental means for a term of one month. Plaintiff further avers that said Policy was renewed from time to time by the Defendant until, to-wit, July 10th, 1931. <sup>at William L. Stewart's request</sup> Plaintiff further avers that said Policy provides that in the event of the death of the said William L. Stewart ~~the~~ principal sum insured should be paid to the Plaintiff. Plaintiff further avers that the said William L. Stewart received bodily injury effecting directly and independently of all other causes through external violence and accidental means on, to-wit, the 4th day of July, 1931, and while said Policy was in force and effect, which resulted in his death on, to-wit, the 4th day of July, 1931 and the Defendant has had due notice thereof.

*Hyatt Heard & Co.*  
Attorneys for Plaintiff.



MINNIE ATCHISON,

Plaintiff

-VS-

CONTINENTAL CASUALTY  
COMPANY, A CORPORATION,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
AT LAW.

Comes the defendant and demurs to the complaint  
filed in this cause and, for grounds of demurrer, assigns,  
separately and severally, the following:-

FIRST

There is no sufficient averment of facts showing  
that the death of the insured occurred during the term of  
the policy.

SECOND

There is no sufficient averment of facts showing  
that the policy was in force and effect at the time of the  
death of the insured.

THIRD

It is not alleged that the plaintiff was the  
beneficiary named in the said policy.

FOURTH

It is not alleged that the insured suffered  
accidental death.

*Lyons C. Lawrence*  
Attorney for Defendant

MINNIE ATCHISON,

Plaintiff,

-vs-

THE CONTINENTAL CASUALTY  
COMPANY, A Corporation,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Now comes the Plaintiff and by leave of the Court amends  
her Complaint to read as follows:

COUNT 2: The Plaintiff claims of the Defendant Two  
Thousand Dollars (\$2000.00) due on a policy whereby the Defendant  
on, to-wit, March 10th, 1928, insured the life of William L.  
Stewart against accidental death, and Plaintiff avers that the  
said William L. Stewart was killed by an accident on, to-wit,  
the 4th day of July, 1931, of which the Defendant has had notice,  
and Plaintiff further avers that she is the beneficiary named in  
said policy and that at the time of the death of the said William  
L. Stewart that said policy of insurance was in full force and  
effect.

*Hyatt H. Henderson*  
Attorneys for Plaintiff.