

## **FORM 13. COMPLAINT FOR INTERPLEADER AND DECLARATORY RELIEF**

1. On or about June 1, 1953, plaintiff issued to G.H. a policy of life insurance whereby plaintiff promised to pay to K.L. as beneficiary the sum of ten thousand dollars upon the death of G.H. The policy required the payment by G.H. of a stipulated premium on June 1, 1953, and annually thereafter as a condition precedent to its continuance in force.
2. No part of the premium due June 1, 1953, was ever paid and the policy ceased to have any force or effect on July 1, 1953.
3. Thereafter, on September 1, 1953, G.H. and K.L. died as the result of a collision between a locomotive and the automobile in which G.H. and K.L. were riding.
4. Defendant C.D. is the duly appointed and acting executor of the will of G.H.; defendant E.F. is the duly appointed and acting executor of the will of K.L.; defendant X.Y. claims to have been duly designated as beneficiary of said policy in place of K.L.
5. Each of defendants, C.D., E.F., and X.Y., is claiming that the above-mentioned policy was in full force and effect at the time of the death of G.H.; each of them is claiming to be the only person entitled to receive payment of the amount of the policy and has made demand for payment thereof.
6. By reason of these conflicting claims of the defendants, plaintiff is in great doubt as to which defendant is entitled to be paid the amount of the policy, if it was in force at the death of G.H.

Wherefore plaintiff demands that the court adjudge:

- (1) That none of the defendants is entitled to recover from plaintiff the amount of said policy or any part thereof.
- (2) That each of the defendants be restrained from instituting any action against plaintiff for the recovery of the amount of said policy or any part thereof.
- (3) That, if the court shall determine that said policy was in force at the death of G.H., the defendants be required to interplead and settle between themselves their rights to the money due under said policy, and that plaintiff be discharged from all liability in the premises except to the person whom the court shall adjudge entitled to the amount of said policy.
- (4) That plaintiff recover its costs and disbursements.

