

Record No. 5722

In the
Supreme Court of Appeals of Virginia
at Richmond

UNIVERSAL UNDERWRITERS
INSURANCE COMPANY

v.

EVELYN H. STROHKORB, ET AL.

FROM THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH

RULE 5:12 BRIEFS

§5. NUMBER OF COPIES. Twenty-five copies of each brief shall be filed with the clerk of this Court and three copies shall be mailed or delivered by counsel to each other counsel as defined in Rule 1:13 on or before the day on which the brief is filed.

§6. SIZE AND TYPE. Briefs shall be nine inches in length and six inches in width, so as to conform in dimensions to the printed record, and shall be printed in type not less in size, as to height and width, than the type in which the record is printed. The record number of the case and the names and addresses of counsel submitting the brief shall be printed on the front cover.

HOWARD G. TURNER, Clerk.

Court opens at 9:30 a. m.; Adjourns at 1:00 p. m.

IN THE

Supreme Court of Appeals of Virginia

AT RICHMOND.

Record No. 5722

VIRGINIA:

In the Clerk's Office of the Supreme Court of Appeals at the Supreme Court of Appeals Building in the City of Richmond on Thursday the 29th day of August, 1963.

UNIVERSAL UNDERWRITERS INSURANCE COMPANY, Appellant,

against

EVELYN H. STROHKORB, ARTHUR F. BERRY, JR.,
UNITED SERVICES AUTOMOBILE ASSOCIATION,
EMRHAÉ MOTORS, INCORPORATED, AND PAUL
PRESTON PERDUE, Appellees.

From the Circuit Court of the City of Virginia Beach
Robert S. Wahab, Jr., Judge

Upon the petition of Universal Underwriters Insurance Company an appeal and supersedeas is awarded it by one of the Justices of the Supreme Court of Appeals on August 29, 1963, from an order entered by the Circuit Court of the City of Virginia Beach on the 20th day of May, 1963, in a certain proceeding then therein depending wherein the said petitioner was plaintiff and Evelyn H. Strohkorb and others were defendants; upon the petitioner, or some one for it, entering into bond with sufficient security before the clerk of the said circuit court in the penalty of three hundred dollars, with condition as the law directs.

RECORD

* * * * *

**page 1] NOTICE OF MOTION FOR DECLARATORY
JUDGMENT****TO: THE ABOVE NAMED DEFENDANTS AND EACH
OF THEM:**

* * * * *

page 2] 3. Universal Underwriters, the plaintiff herein,
did on the 13th day of July, 1960 issue its Garage
Liability Policy No. 611801 to EmRhae Motors, Inc., and
Rhae Adams Motors, Inc. effective August 1, 1960 for the
term of one year, said policy conforms to the statutes of the
State of Virginia and covers the hazards set out in the terms
of the policy.

4. Arthur F. Berry owned a Ford Thunderbird bearing Vir-
ginia license 126-818 and plaintiff herein verily believes and
alleges that it was covered by a family automobile policy
approved by the State of Virginia and issued by United Serv-
ices Automobile Association of San Antonio, Texas.

5. The coverage and obligations afforded under said policy
of United Services Automobile Association are primarily
liable for the events complained of as hereinafter set out.

6. That while both of said policies were in effect and while
the said vehicle of Arthur F. Berry was being operated by
Paul Preston Perdue, an employee of EmRhae Motors, Inc.,
it was involved in an accident with a vehicle operated by
Evelyn W. Strohkorb at Virginia Beach, Virginia on the 26th
day of March, 1961.

7. Paul Preston Perdue was driving the vehicle from the
shop of EmRhae Motors, Inc. at Virginia Beach, Virginia to
EmRhae Motors sales lot at Bayside, Virginia for eventual
delivery to Arthur F. Berry when the accident occurred, for
the convenience of Arthur F. Berry and not for use of the
garage as set out in the policy contract heretofore mentioned.

8. Evelyn W. Strohkorb filed a suit for personal injuries
in the Circuit Court of Princess Anne County for personal in-
juries alleged to have been caused by this accident.

9. There is a justiciable controversy between plaintiff and
defendants as United Services Automobile Association has
denied coverage and defense to Paul Preston Perdue and
EmRhae Motors, Inc.

10. Evelyn W. Strohkorb is a third party beneficiary to the policy of insurance issued by United Services Automobile Association to Arthur F. Berry.

11. Arthur F. Berry is entitled to be protected under his policy with United Services Automobile Association and have any judgment against him paid by his own insurance carrier.

page 3] 12. EmRhae Motors, Incorporated is entitled to be protected by the policy issued by United Services Automobile Association as an insured under its policy.

13. Plaintiff requests that an injunction be issued restraining Evelyn W. Strohkorb from proceeding with her law action against EmRhae Motors, Inc., Paul Preston Perdue and Arthur F. Berry until this declaratory judgment proceeding has been decided.

14. Wherefore, the plaintiff requests the Court to enter a Declaratory Judgment construing the provisions of these insurance contracts aforesaid and determining the right and liabilities of the parties hereto and the duties of the companies to defend the actions and pay the judgment, if any, and that your plaintiff shall have such other general relief as to equity shall seem meet.

**UNIVERSAL UNDERWRITERS INSURANCE
COMPANY**, a foreign corporation authorized to
conduct an insurance business in the State of Vir-
ginia

BY THEODORE C. PILCHER
Of Counsel

Filed in the Clerk's Office the 11th day of Sept., 1962

Teste:

JOHN V. FENTRESS, Clerk
MARY M. WHITE, D. C.

* * * * *

page 7]

* * * * *

**ANSWER TO MOTION FOR DECLARATORY
JUDGMENT**

Comes the defendant, Evelyn H. Strohkorb, and for answer to the motion filed herein, or to so much thereof as she advised, she is required to answer, and reserving all proper exceptions thereto, answers and says:

1. This defendant has no knowledge of the matters alleged in paragraph one of the motion and calls for strict proof thereof.

2. This defendant has no information with reference to the allegations in paragraph two and calls for strict proof thereof.

3. This defendant has no knowledge of the allegations of paragraphs 3, 4, 5 and 6, with the exception, with reference to paragraph six, that a vehicle operated by Paul Preston Perdue was involved in an accident with a vehicle operated by this defendant at Virginia Beach, Virginia, on the 26th day of May, 1961, erroneously stated as the 26th day of March, 1961, and calls for full proof thereof.

4. This defendant has no knowledge of the facts alleged in paragraph seven of said motion and calls for strict proof thereof.

page 8] 5. This defendant admits the allegations of paragraph eight of said motion.

6. This defendant denies that there is a justiciable controversy between the plaintiff and herself as to the matters and facts alleged in said motion.

7. This defendant has no knowledge of the facts alleged in paragraphs 10, 11 and 12 of said motion and calls for strict proof thereof.

8. This defendant denies that any grounds for an injunction restraining her from proceeding with her action at law now pending against *Emrhae Motors, Inc.*, Paul Preston Perdue, and Arthur F. Berry exist or are stated by said motion.

9. This defendant moves the Court to deny the prayer of paragraph fourteen of said motion as being premature, that the rights and liabilities of the parties are dependent upon the outcome of the pending action as described in paragraph 13 of said motion; that if any controversy exists between the other parties named in said motion, such controversy should be determined among themselves without the necessity of this defendant being placed to the expense of being a party to a proceeding which may never ripen into a cause of action against any of the other defendants or the plaintiff. She

therefore prays that she may be dismissed from said motion with her costs and reasonable counsel fees.

EVELYN W. STROHKORB
By PAUL STEINGOLD
Her Attorney

* * * * *

Filed Sep 25, 1962

JOHN V. FENTRESS, Clerk
By M. WHITE, D. C.

* * * * *

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ANSWER

For separate answer to the motion for declaratory judgment, the defendant, Arthur F. Berry, by his attorneys, Taylor, Gustin, Harris and Furniss, answers and alleges as follows:

1. This defendant has no knowledge of the facts and assertions made under Paragraphs One, Two & Three of the motion for declaratory judgment and he calls for strict proof thereof.

2. This defendant admits the allegations of Paragraph Four of the motion for declaratory judgment.

3. This defendant can neither affirm nor deny the allegations of Paragraph Five.

4. This defendant believes that the allegations of Paragraph Six of the motion for declaratory judgment are true, except that the accident occurred on the 26th of May, 1961, not the 26th of March, 1961, and this defendant does know of his own knowledge that while his car was in the possession of *EmRhar* Motors, Inc. on the 26th day of May, 1961, it was in fact damaged in an automobile accident.

5. This defendant believes that at the time of the accident Paul Perdue was moving his vehicle from *EmRhae* Motors, Inc. at Virginia Beach to the Bayside lot where this defendant planned to take delivery of it, during services and repairs performed by *EmRhae Motors, Inc.* on May 26, 1961, which services and repairs were requested by this defendant, hence,

this defendant believes that the general allegation of Paragraph Seven of the motion for declaratory judgment is true, but that allegation claiming that the use of page 12] the car was not for the use of the garage is denied.

6. This defendant admits the allegation of Paragraph Eight in the motion for declaratory judgment.

7. This defendant has no knowledge of the allegations or of the facts alleged in Paragraphs Nine, Ten, Eleven, Twelve, Thirteen and Fourteen.

This defendant says that no controversy exists between him and the parties named in this cause of action and he therefore prays that he may be dismissed from said motion.

ARTHUR F. BERRY
By ROBERT W. FURNISS
Of Counsel

* * * * *

Filed Oct. 2, 1962

JOHN V. FENTRESS, Clerk
By M. WHITE, D. C.

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* * * * *

ANSWER

For separate answer to the motion for declaratory judgment, the United Services Automobile Association, by its attorneys, Taylor, Gustin, Harris and Furniss, answers and alleges as follows:

1. This defendant joins in the request for declaratory judgment sought by the plaintiff in Paragraph One of the motion for declaratory judgment.

2. This defendant admits the allegation of Paragraph Two of the motion for declaratory judgment.

3. This defendant believes that the allegations of Paragraph Three of the motion for declaratory judgment are true.

4. This defendant admits the allegations of Paragraph Four of the motion for declaratory judgment.

5. This defendant denies each and every allegation of Paragraph Five of the motion for declaratory judgment.

6. This defendant admits the allegations of Paragraph Six

of the motion for declaratory judgment, except for the fact that the accident occurred on the 26th day of May, 1961, instead of the 26th day of March, 1961, as alleged.

7. This defendant admits that Paul Preston Perdue was driving the vehicle from the shop of EmRhae Motors, Inc., to Virginia Beach, Virginia, to EmRhae Motors Sales Lot at Bayside, Virginia, and the Association further admits that Arthur F. Berry was eventually to take delivery of his automobile from EmRhae Motors, Inc., at the Bayside Road lot,

but this defendant alleges that at the time of the
page 14] accident Paul Preston Perdue was an employee
of EmRhae Motors, Inc., that he was in the course
of his employment at the time of the accident, that he was not,
and never had been an employee or agent of Arthur F. Berry,
and that he was driving Arthur F. Berry's automobile in the
course of his employment by EmRhae Motors, Inc. as a neces-
sary part of the operation of an automobile business and in
furtherance of the automobile business operated by EmRhae
Motors, Inc.

8. This defendant admits the allegations of Paragraph 8 of the motion for declaratory judgment.

9. This defendant admits the allegations of Paragraph 9 of the motion for declaratory judgment.

10. This defendant denies the allegations of Paragraph 10 of the motion for declaratory judgment.

11. This defendant admits the allegations of Paragraph 11 of the motion for declaratory judgment but asserts that this allegation is superfluous. It is true that should a judgment be obtained against Arthur F. Berry, the United Services Automobile Association would then assert the fact that the plaintiff's policy would be primary coverage and that its coverage would be secondary.

12. This defendant denies each and every allegation of Paragraph 12 of the motion for declaratory judgment.

13. This defendant opposes the plaintiff's request for an injunction for the reason that it appears to this defendant that perhaps a trial on the merits of the claim asserted by Evelyn H. Strohkorb as to the various defendants named in the suit brought by her and help to clarify the issues in this cause by resolving some of the issues as alleged agency and employment that exists in the present pleadings.

14. This defendant joins in the plaintiff's request to the extent that the plaintiffs ask the Court to construe provisions of these insurance contracts, but this defendant feels that it would be premature for the Court to enter any judgment asserting which insurance carrier may or may not have to pay

any judgment obtained by the plaintiff against anyone or more of the defendants named in her suit for personal injury.

15. The United Services Automobile Association alleges that it's policy issued to Arthur F. Berry contained an exclusion which reads as follows: "This policy does
page 15] not apply under Part I: (e) to an owned automobile while used in the automobile business, but this exclusion does not apply to the named insured, a resident of the same household of the named insured, a partnership in which such resident or the named insured is a partner, or any partner, agent or employee of such resident or partnership;" It is the contention of the defendant that under this exclusion EmRhae Motors, Inc. and Paul Preston Perdue are not covered under this defendant's policy because at the time of the accident they were using the automobile in the course of the automobile business. It is the further allegation of this defendant that, though its policy will extend coverage to Arthur F. Berry under the circumstances, the coverage is secondary or excess coverage over and above coverage extended by the plaintiff's policy of insurance issued to EmRhae Motors, Inc.

WHEREFORE, this defendant moves the Court to declare that its policy of insurance does not in any way afford any coverage to Paul Preston Perdue or EmRhae Motors, Inc. and that its coverage to which Arthur F. Berry is entitled, is secondary to the coverage which said Arthur F. Berry is entitled to under the insurance policy issued by the plaintiff. And such other and further relief as the Court may feel proper.

UNITED SERVICES AUTOMOBILE ASSOCIATION

By ROBERT M. FURNISS, JR.
Of Counsel

* * * * *

Filed Oct. 2, 1962

JOHN V. FENTRESS, Clerk
By M. WHITE, D. C.

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DEMURRER

Now comes *Emrhae* Motors, Inc. (now *Emrhae* Ford, Inc.), a named defendant herein, and says that the Motion for Declaratory Judgment is not sufficient in law for the following reason, to-wit:

1. That the plaintiff has not stated a cause of action against this defendant.

2. This defendant is not a necessary party to these proceedings as is fully recognized by the Bill of Complaint.

EMRHAE MOTORS, INC.
By DUDLEY DuB. COCKE
Counsel

DUDLEY DuB. COCKE
101 Royster Building
Norfolk 10, Virginia

page 17] I hereby certify that a copy of the foregoing
Demurrer was this date mailed to

Mr. Theodore Pilcher
Pilcher, Underwood, Pilcher & Winters
Equitable Building
Norfolk, Virginia

Paul Preston Perdue
211 - 24 1/2 Street
Virginia Beach, Virginia

Arthur F. Berry
192 Commodore Drive
Norfolk, Virginia

Eli S. Chovitz
Steingold, Steingold, Chovitz & Boyce
319 Western Union Building
Norfolk 14, Virginia
Attorney for Evelyn H. Strohkorb

Taylor Gustin Harris & Furniss
Maritime Tower
Norfolk 10, Virginia
Attorneys for United Services
Automobile Association

DUDLEY DuB. COCKE

October 1, 1962

Filed Oct. 2, 1962

JOHN V. FENTRESS, Clerk
By R. H. WEST, D. C.

page 20]

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ORDER

THIS CAUSE came on to be heard on the papers heretofore filed and on the Prayer for Oyer filed by the defendant, Evelyn H. Strohkorb, and it appearing to the Court that the said defendant is entitled to have oyer of the contracts which are involved in this suit, it is hereby ADJUDGED, ORDERED and DECREED that the plaintiff, Universal Underwriters Insurance Company, and the defendant, United Services Automobile Association, furnish to counsel for the defendant, Evelyn H. Strohkorb, copies of the insurance policies referred to in the Bill of Complaint filed by the plaintiff and in the Answer of United Services Automobile Association, exclusive of the limits of liability.

Enter 11/8/62

R.S.W.

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Universal Underwriters Ins. Co. v. Evelyn H. Strohkorb 11

Filed 3/27/63

R.S.W.

TWENTY-EIGHTH JUDICIAL CIRCUIT
Counties of Princess Anne and Isle of Wight

March 26, 1963

Theodore C. Pilcher, Esq.
Attorney-at-Law
Equitable Building

Taylor, Gustin, Harris & Furniss, Esq.
Attorneys-at-Law
1412 Maritime Tower
Norfolk, Virginia

Steingold, Steingold, Chovitz & Boyce, Esq.
Attorneys-at-Law
319 Western Union Building
Norfolk, Virginia

Dudley DuB Cocke, Esq.
Attorney-at-Law
101 Royster Building
Norfolk, Virginia

Re: Universal Underwriters Ins. Co.
vs. No. 7228
Strohkorb, et al

Gentlemen:

After a careful consideration of the memoranda submitted by counsel, the authorities cited therein, and other research, this court is of the opinion that the automobile liability policy issued to Arthur F. Berry by United Services Automobile Association does not afford coverage to EmRhae Motors, Inc. or its employee, Paul Preston Perdue under the facts presented to the court.

page 23] In driving Commander Berry's vehicle from EmRhae's Virginia Beach place of business to EmRhae's Bayside branch, Mr. Perdue was engaged in a direct and ordinary course of his employer's business which is automobile sales and service. This use of the vehicle was not incidental to EmRhae's business. It was an integral part of the service offered customers for the obvious purpose of increasing business. The vehicle was in the care, custody, and control of EmRhae.

The risk attendant to such use of the vehicle is one of the primary coverages afforded by a garage liability policy, of the type EmRhae had in effect, and the rates for which are adjustable according to the extent of exposure.

To subordinate EmRhae's garage liability policy coverage and place primary liability upon the automobile owner's policy, as urged by the plaintiff, would not only result in a substantial increase in premiums for owner's automobile liability policies, but would be contrary to the sound and basic principle that insurance costs should be borne by those controlling the risks covered by the insurance.

It should be noted that this is not a case for applying the rule of construction most favorable to the insured and strictly against the insurer, for here we have a contest in which the two real parties in interest are both insurers.

page 24] For the reasons stated the court holds that at the time of the accident with Mrs. Strohkorb, Commander Berry's vehicle was "being used in the automobile business" of EmRhae by Mr. Perdue within the meaning of "Exclusion (g)" of the policy issued by United Services Insurance Company. Therefore, this policy affords no coverage to either EmRhae or Mr. Perdue for liability arising from the accident.

Counsel for United Services is requested to draft an appropriate decree, referring to the reasons stated in this letter, and submit it to the court for entry with endorsement of all counsel.

Very truly yours,
Robert S. Wahab, Jr.

RSWjr/jsg.

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STIPULATION OF FACTS

On May 26, 1961, at about 4:45 P.M. Mr. Paul Preston Perdue was driving the vehicle of Arthur F. Berry on Atlantic Avenue in Virginia Beach, Virginia. At this time he was involved in an accident with a vehicle operated by Mrs. Evelyn Wright Strohkorb. The facts of the accident are not material to this issue.

EmRhae Ford is an automobile business which sells and

services automobiles and their principal garage and sales lot is on Seventeenth Street in Virginia Beach, Virginia. They have another sales lot in an area known as Bayside, approximately ten miles from their Virginia Beach location. Arthur F. Berry had purchased the car that was involved in the accident from the Bayside sales office of EmRhae Ford. The vehicle had had to be returned to EmRhae on many occasions and because the vehicle was purchased at Bayside, and because this location was more convenient to Commander Berry, EmRhae accepted the vehicle at Bayside and transported it to their repair department at Virginia Beach where the work was done on the car. The repairs were being done pursuant to a sales guarantee.

On the date in question, and at the time of the accident, the vehicle was being driven from the Virginia Beach garage to the Bayside lot where Mr. Berry was to take delivery. Paul P. Perdue was driving Mr. Berry's car in response to a direct order of his superior and he was an employee of EmRhae Ford. The Trial Court found that he was engaged at the time in a direct and ordinary course of his employer's business, and that driving the car was an integral part of the service offered customers for the obvious purpose of increasing business. The vehicle, at the time of the accident, was in the care, custody, and control of EmRhae.

page 26] Commander Berry's vehicle was insured in

United Services Automobile Association in accordance with the terms of their policy 16 89 88-6 a copy of which is in evidence and is designated as their Family Automobile Policy, at the time of the aforementioned accident.

EmRhae was insured at the time of the accident by the terms of a Garage Liability policy of Universal Underwriters Insurance Company numbered 611801 which said policy was in force at the time and which is in evidence.

Mrs. Strohkorb has instituted a suit for her injuries against Paul Preston Perdue, EmRhae Ford, Inc., and Arthur F. Berry and this declaratory judgment arises out of that suit.

R.S.W.

Filed 5/20/63

THEODORE C. PILCHER

Counsel for Universal Underwriters Insurance Co.

PAUL STEINGOLD

Counsel for Evelyn Strohkorb

DUDLEY DuB. COCKE

Counsel for EmRhae Motors, Inc.

Counsel for Paul Preston Perdue

ROBERT M. FURNISS, JR.

Counsel for Arthur F. Berry and United Services
Automobile Association

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ORDER

WHEREAS this cause came on for hearing on November 8, 1962, and,

WHEREAS Paul P. Perdue was unrepresented, but was present, and,

WHEREAS EmRhae Motors and Evelyn Strohkorb were represented by counsel who submitted their interests to the Court, and,

WHEREAS evidence was heard and counsel for Universal Underwriters as well as counsel for Arthur F. Berry and United Services Automobile Association were heard in full, and,

WHEREAS the Court has fully considered the written memoranda submitted by counsel for the plaintiff as well as counsel for Arthur F. Berry and United Services Automobile Association and the pleadings in the case, and,

WHEREAS for the reasons set forth in the Court's letter of March 26, 1963, and,

WHEREAS the Court finds that there is a justiciable controversy involving the determination of the rights the parties have under the policy issued to EmRhae Motors, Inc., by Universal Underwriters Insurance Company as well as the rights the parties may have under the policy issued by United Services Automobile Association to Arthur F. Berry, and the Court further finds that this is a proper case for declaratory judgment under provisions of Title 8, Chapter 25 of the Code of Virginia (1950), as amended,

IT IS ADJUDGED, ORDERED AND DECREED that at the time that the automobile accident occurred on May 26, 1961, involving Arthur F. Berry's vehicle being driven by Paul P. Perdue and another vehicle driven by Evelyn H. Strohkorb, the automobile being driven by Paul P. Perdue was being used

in the automobile business within the meaning of Exclusion (g) of the policy issued by United Services insurance company, therefore the policy issued by United Services Automobile Association to Arthur F. Berry affords page 28] no coverage to either EmRhae Ford, Inc., or Paul P. Perdue for any liability arising from the accident, and it is further the decree of this Court that at the said time and place Paul Preston Perdue and EmRhae Ford, Inc., were covered under the garage liability policy issued to EmRhae Ford, Inc., by Universal Underwriters Insurance Company for liability arising from the said accident, to which action of the court the complainant duly excepts.

Enter 5/20/63

R.S.W
Judge

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NOTICE OF APPEAL
AND
ASSIGNMENTS OF ERROR

The defendant, Universal Underwriters Insurance Company, a foreign corporation, by its attorney, hereby gives notice of its appeal from the certain final judgment entered in the above styled cause on May 20, 1963.

Pursuant to the Rules of the Supreme Court of Appeals of Virginia, the plaintiff, Universal Underwriters Insurance Company, does hereby designate as the Assignments of Error in this action the following:

1. The Court erred in holding that the United Services Automobile Associations' policy did not afford coverage under the circumstances of this case to EmRhae Ford and Paul Preston Perdue.

2. The Court erred in holding that Paul Preston Perdue was engaged in a direct and ordinary course of his employment business while driving the car of Commander Arthur F. Berry, Jr.

3. The Court erred in holding that the risk attendant to the use of the automobile of Commander Arthur F. Berry under

the circumstances of this case was primarily the risk of the garage liability policy issued by Universal Underwriters Insurance Company to EmRhae Ford, Inc.

4. The Court erred in failing to hold that United Services Automobile Association's family automobile policy primarily covered the vehicle of Commander Arthur F. Berry, Jr. while it was being operated by Paul Preston
page 30] Perdue under the terms of the policy of United Services Automobile Association to Commander Arthur F. Berry, Jr.

5. The Court erred in failing to construe the policy issued by United Services Automobile Association, strictly against United Services Automobile Association and most favorably to the insured, or those claiming under the policy.

6. The Court erred in holding that at the time of the accident the automobile of Commander Arthur F. Berry, Jr. was "being used in the automobile business" of EmRhae Ford, Inc. within the meaning of Exclusion of the policy issued by United Services Automobile Association to Commander Arthur F. Berry, Jr.

7. The Court erred in ruling that coverage was afforded under the policy of Universal Underwriters Insurance Company, and was the sole primary coverage and/or that United Services Automobile Association's policy was not primary coverage for the accident or jointly responsible with Universal.

8. The Trial Court erred in entering the order of May 20, 1963.

UNIVERSAL UNDERWRITERS INSURANCE
COMPANY

By THEODORE C. PILCHER
Of Counsel

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Filed Jun 12, 1963

JOHN V. FENTRESS, Clerk
By GERALD F. WILLIAMS, D. C.

A Copy—Teste:

H. G. TURNER, Clerk.

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