

AMOS GARRETT,

Plaintiff

VS

ST. PAUL FIRE AND MARINE  
INSURANCE COMPANY,

Defendant

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

No. 6088

The Plaintiff claims of the Defendant TEN THOUSAND (\$10,000.00) DOLLARS, the value of the dwelling house, situated in Baldwin County, Alabama, which the Defendant on to-wit: the 13th day of September, 1963, insured against loss by fire and other perils in the policy of insurance mentioned, for the term of One (1) year, which house was wholly destroyed by fire on, to-wit: the 9th day of December, 1963, of which the Defendant has had notice.

John P. Beebe  
Attorney for Plaintiff

FILED

JUN 15 1964

ALICE L. DUCK, CLERK  
REGISTER

JOHN P. BEEBE  
ATTORNEY AT LAW  
ROBERTSDALE, ALABAMA

June 12th, 1964

Mrs. Alice J. Duck, Clerk,  
Circuit Court, Baldwin County,  
Bay Minette, Alabama.

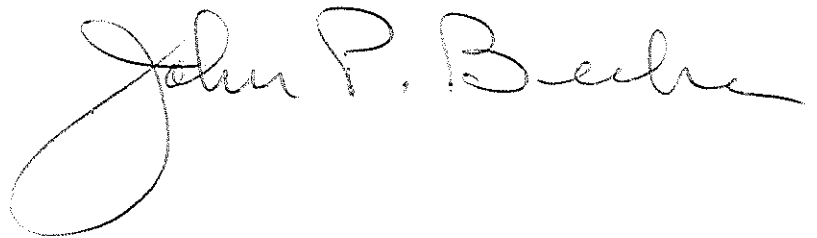
Dear Mrs. Duck:

I enclose original and three copies of summon and complaint in which Amos Garret is named as the plaintiff and St. Paul Fire and Marine Insurance Company is named as defendant.

It is requested that the suit be docketed in the non-jury side of the court and that three copies of the summon and complaint be placed in the hands of the Sheriff of Baldwin County for mailing to the Sheriff of Montgomery County, Alabama, for service by him on the Superintendent of Insurance of the State of Alabama, pursuant to the requirements contained in Section 65, Title 28, Code of Alabama, 1940.

Thanking you for this matter and hoping that you enjoyed your Clerk's Conference in Birmingham the past week.

Yours very truly,

A handwritten signature in cursive script that reads "John P. Beebe". The signature is written in dark ink and is positioned to the right of the typed name "John P. Beebe".

JPB/me  
encl.

AMOS GARRETT,	)	
	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	
	)	BALDWIN COUNTY, ALABAMA
vs.	)	
	)	LAW SIDE. NO. 6088.
ST. PAUL FIRE AND MARINE	)	
INSURANCE COMPANY,	)	
	)	
Defendant.	)	

PLEA IN ABATEMENT

Comes the Defendant, by its attorneys, appearing specially and solely for the purpose of this plea and none other, and says that in and by the policy sued on, it is provided as follows:

"The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within sixty days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.

No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within twelve months next after inception of the loss."

And this Defendant avers that the Plaintiff herein did not file with the Defendant, nor an agent of it, within sixty (60) days from the date of said loss, a detailed proof of loss, signed and sworn to by the Plaintiff;

WHEREFORE, the Defendant says that the Plaintiff ought not to have and maintain this action, and that the same should be abated.

MASHBURN AND OWENS

By: J. Connor Owens, Jr.  
Attorneys for Defendant.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority within and for said County in said State, personally appeared J. Connor Owens, Jr., who, being by me duly sworn, on oath, deposes and says that he is one of the Attorneys for the Defendant in the foregoing action, and that he is informed and believes, and upon such information and belief says that the facts stated in the foregoing plea in abatement are true as therein set forth.

Sworn to and subscribed before  
me on this 15th day of July, 1964.

Alice L. Miller  
Notary Public, Baldwin County, Alabama.

Defendant demands a trial of this  
cause by Jury.

J. Connor Owens, Jr.  
Attorneys for Defendant.

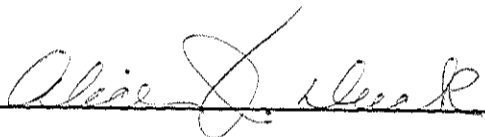
FILED 7  
JUL 15 1964  
ALICE L. DICK, CLERK  
REGISTER

STATE OF ALABAMA )  
BALDWIN COUNTY )

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon ST. PAUL FIRE and MARINE 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 AMOS GARRETT.

WITNESS my hand, this the 15 day of June, 1964.



Clerk, Circuit Court, Baldwin County,  
Alabama.

62-6-17-64

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Plaintiff  
VS

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INSURANCE COMPANY,  
Defendant

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AT LAW

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John P. Beebe  
Attorney for Plaintiff

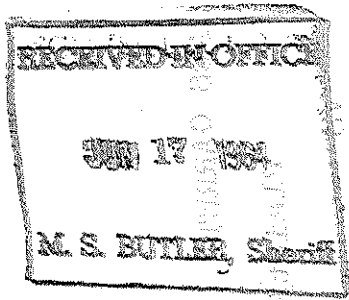
FILED

JUN 15 1964

ALICE J. DUCK, CLERK  
REGISTER

1220

6088



2

Executed by serving 2 copies of  
 the within on Walter S. Hauser  
 Superintendent  
 of Insurance, State of Alabama  
 This The 17 day of June 1964  
 Sheriff of Montgomery County

M. S. Butler  
 By J. Hauser S.

The Sheriff claims 2  
 miles at 10c per mile for a total  
 of \$ 1.20  
 M. S. Butler, Sheriff  
 Montgomery County, Ala.

Amos Garrett  
 P.H.P.  
 vs -  
 St. Paul Fire & Marine  
 Insurance Co.  
 Dept.

serve - Superintendent  
 of Ins - Montgomery

FILED  
 JUN 25 1964  
 ALICE T. DUBOY  
 CLERK REGISTER

John P. Beebe

STATE OF ALABAMA

DEPARTMENT OF INSURANCE

I, the undersigned as Superintendent of Insurance for the State of Alabama, hereby certify that on the 17th day of June, 1964, I sent by registered mail in an envelope as follows:

St. Paul Fire and Marine Insurance Company  
111 West Fifth Street  
St. Paul, Minnesota

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:

Amos Garrett, Plaintiff

in the Circuit Court of Baldwin County

VERSUS

(Name of Court)

St. Paul Fire and Marine Insurance Company, Defendant

And that on the 24th day of June, 1964, I received the return card showing receipt by the designated addressee of said envelope on the 22nd day of June, 1964.

Witness my hand and official seal this the 25th day of June, 1964.

Walter S. Houseal  
SUPERINTENDENT OF INSURANCE



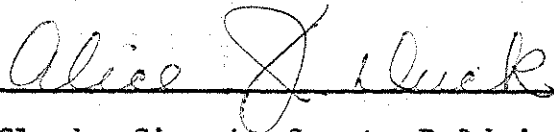


STATE OF ALABAMA )  
BALDWIN COUNTY )

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WITNESS my hand, this the 15 day of June, 1964.



Clerk, Circuit Court, Baldwin County,  
Alabama.