

HUGH D. REEVES,

Plaintiff,

vs.

CONTINENTAL CASUALTY COMPANY,

Defendant,

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

¶

Number

2128

¶

~~TO ANY SHERIFF OF THE STATE OF ALABAMA~~ ----- Greeting:

You are hereby commanded to summon Continental Casualty Company to appear in the Circuit Court of Baldwin County, Alabama, at the place of holding the same and plead, answer, or demur, within thirty days from service hereof to the complaint of Hugh D. Reeves.

Witness this 6th day of Nov, 1953.

Alice J. Lucke
Clerk

COMPLAINT

HUGH D. REEVES,

Plaintiff

¶

~~CONTINENTAL CASUALTY COMPANY,~~


¶

Defendant

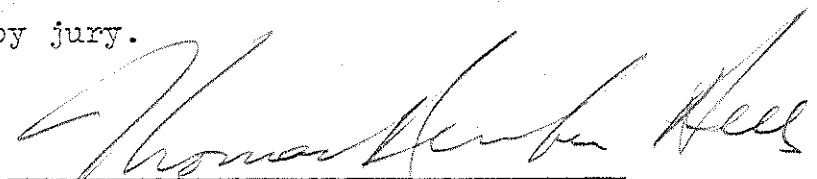
COUNT ONE

The Plaintiff claims of the defendant the sum of Sixty-eight hundred dollars (\$6800.00) damages due to October 31, 1953, for the breach of an agreement entered into by it on, to-wit: the 20th day of November, 1949, in substance as follows: defendant for and in consideration of the sum of Nineteen and 50/100 dollars per quarter year agreed to and did insure plaintiff against death, disease, and accident, and did agree to pay plaintiff Two hundred dollars per month as long as plaintiff should continue to be totally and permanently disabled and live. Plaintiff avers that on, to-wit: the 19th day of September, 1950, he contracted an illness under the terms of said contract, totally and permanently disabling

him and causing him a total loss of time the rest of his natural life. And the plaintiff says that, although he has complied with all the provisions of said contract on his part, the defendant has failed to comply with the following provisions of said contract, viz., the defendant has failed to pay the plaintiff said Two hundred dollars per month. Plaintiff avers that at the time of the contracting of said illness, when he thereby became totally and permanently disabled on, to-wit: September 19, 1950, said premiums were paid to and accepted by the defendant and said policy was in full force and effect. Plaintiff avers that said policy is the property of himself. Plaintiff admits that defendant has paid the disability benefits provided by said policy for the period commencing October 19, 1950, to and including December 31, 1950.


Thomas Reuben Bell,
Attorney for the Plaintiff

And Plaintiff demands trial by jury.


Thomas Reuben Bell,
Attorney for the Plaintiff

Subscribed day of 21st 1953
TAYLOR WILKINS, Sheriff

NO 2128

RECEIVED IN OFFICE
NOV 20 1953
G. A. MOSLEY, Sheriff

Hugh V. Reeves

vs.

Continental Casualty Co

EXECUTED BY SERVING 2
COPIES OF THE WRIT

H.A. Longshore
Com. of Just.
State of Ala.

11-20-53

G.A. Mosley
Sheriff Montgomery County

By *Mathis & Stewart*
Deputy Sheriff

FILED

NOV 6 1953
ALICE J. DUCK, Clerk

LAW OFFICES
THOMAS REUBEN BELL
10 WEST FIRST STREET
SYLACAUGA, ALABAMA

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Filed 1-7-54
Wierzbicki
clerk

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IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN
DIVISION OF THE SOUTHERN DISTRICT OF ALABAMA:

HUGH D. REEVES,	I	
Plaintiff,	I	
vs.	I	
CONTINENTAL CASUALTY COMPANY,	I	CIVIL ACTION NO. _____
Defendant.	I	
	I	

TO MRS. ALICE J. DUCK, Clerk of the Circuit Court of Baldwin
County, Alabama.

Please take notice that on this date defendant, Contin-
ental Casualty Company, in the above entitled cause, filed
in the District Court of the United States for the Southern
District of Alabama, Southern Division, a petition to remove
the above entitled cause to the District Court of the United
States for the Southern District of Alabama, Southern Division,
from the Circuit Court of Baldwin County, Alabama. We are
herewith filing with you as Clerk of the Circuit Court of
Baldwin County, Alabama, a copy of such petition for removal,
pursuant to the provisions of Title 28, Section 1446(e),
United States Code Annotated.

DATED this 10th day of December, 1953.

William E. Johnston
PW Johnston Jr.
Attorneys for Defendant
804 First National Bank Annex
Mobile, Alabama

Of Counsel:

Johnston, McCall & Johnston
804 First National Bank Annex
Mobile, Alabama

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN
DIVISION OF THE SOUTHERN DISTRICT OF ALABAMA:

HUGH D. REEVES,

I

Plaintiff,

I

vs.

I

CIVIL ACTION NO. _____

CONTINENTAL CASUALTY
COMPANY,

I

Defendant.

I

I

TO THE HONORABLE DANIEL H. THOMAS, JUDGE OF THE UNITED STATES
DISTRICT COURT FOR THE SOUTHERN DISTRICT OF ALABAMA:

Your petitioner, Continental Casualty Company, a corporation, appearing specially for the purpose of filing this its petition to remove this action to the United States District Court for the Southern Division of the Southern District of Alabama, and not otherwise, respectfully shows unto this Honorable Court as follows:

1. That service of process in this case was had on the petitioner herein by serving a copy of the summons and complaint on H. A. Longshore, Commissioner of Insurance, State of Alabama, at Montgomery, Alabama; that petitioner is a corporation organized, incorporated and existing under the laws of the State of Illinois, and is a resident citizen of the State of Illinois, while the plaintiff, Hugh D. Reeves, is a resident of the State of Alabama and is a citizen of the State of Alabama; that, as will herein appear, the controversy upon which this removal is predicated, is one which is wholly between citizens of different states, and one in which the defendant is not a citizen of the state in which the action is brought.

2. That this is an action by the plaintiff, Hugh D. Reeves, to recover damages for the alleged breach of an agreement entered into by the plaintiff and the defendant, in which agreement the defendant is alleged to have insured the plaintiff against

death, disease and accident and did agree to pay plaintiff TWO HUNDRED and no/100 (\$200.00) DOLLARS per month as long as plaintiff would continue to be totally and permanently disabled, and in said action plaintiff avers that he became totally disabled because of illness and that the defendant failed to pay plaintiff the compensation required under said agreement or contract of insurance.

3. That the amount sued for and involved in this controversy is SIX THOUSAND EIGHT HUNDRED and no/100 (\$6,800.00) DOLLARS, and that the amount in dispute in this action exceeds the sum of THREE THOUSAND and no/100 (\$3,000.00) DOLLARS exclusive of interest and cost; that your petitioner has filed no pleading in said cause and that the time, namely twenty (20) days after service of process on the defendant, Continental Casualty Company, within which to petition for removal of this action to the United States District Court, has not elapsed.

4. That this petition for a removal is accompanied herewith by a copy of all process, pleadings and orders served upon the defendant in this action, and the defendant files and offers herewith a bond ^{with} good and sufficient surety in the penal sum of FIVE HUNDRED and no/100 (\$500.00) DOLLARS, condition that the defendant, Continental Casualty Company, a corporation, will pay all costs and disbursements incurred by reason of the removal proceedings, should it be determined that the cause was not removable or was improperly removed.

Your petitioner, therefore, prays that the said bond may be accepted as good and sufficient, and that this court, upon the giving of written notice to the adverse parties of the filing of this petition and bond, and upon filing a copy of this petition with the Circuit Clerk of Baldwin County, Alabama,

will immediately entertain and take jurisdiction of this action, and that no further or other proceedings may be had in the Circuit Court of Baldwin County, Alabama, unless and until this cause is remanded.

DATED this 10th day of December, 1953.

CONTINENTAL CASUALTY COMPANY,
A Corporation.

BY P.W. Johnston Jr.
one of its attorneys

STATE OF ALABAMA |

COUNTY OF MOBILE |

Before me, the undersigned Notary Public in and for said county in said state, personally appeared P. W. JOHNSTON, JR., who upon being first duly sworn on oath deposes and says that he is one of the attorneys for the above named Petitioner; that he is informed and believes and upon such information and belief avers that the facts and matters set out in the foregoing petition are true.

P.W. Johnston Jr.

Subscribed and sworn to before me this 10th day of December, 1953.

Laura B. Finck
Notary Public, Mobile County, Alabama

FILED
DEC 11 1953
MOBILE COUNTY

1102-1-58

MOBILE COUNTY, MOBILE COUNTY, ALABAMA

James B. ...

entered of record and do hereby certify that the same were duly recorded on the 10th day of December, 1923.

J. B. ...

being herein set out. Being hereunto subscribed and attested at the County Seat of Mobile County, Alabama, this 10th day of December, 1923.

CLERK OF MOBILE COUNTY, ALABAMA

ALICE T. DICK, Clerk
DEC 11 1923

FILED

Patrick J. ...

James B. ...

A CORPORATION
COMMERCIAL SAVINGS COMPANY

DATED this 10th day of December, 1923.

and this case is remanded.

IN THE COUNTY COURT OF MOBILE COUNTY, ALABAMA, WHEREAS AND REASON THEREOF THAT THE COURT OF MOBILE COUNTY, ALABAMA, HAS DETERMINED THAT THE SAME SHOULD BE REMANDED TO THE COURT OF MOBILE COUNTY, ALABAMA, FOR FURTHER PROCEEDINGS.

702128

LAW OFFICES
THOMAS REUBEN BELL
16 WEST FIRST STREET
SYLACAUGA, ALABAMA

November 4, 1953

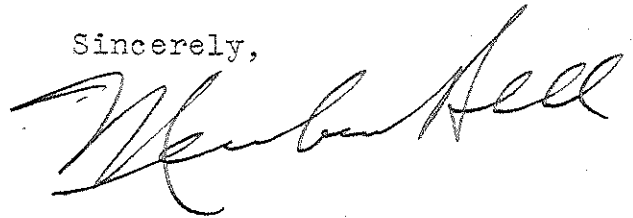
Clerk
Circuit Court of Baldwin County
Bay Minette, Alabama

Dear Sir:

Enclosed is summons and complaint for filing
in your Court.

I suggest that service of process be on the
Secretary of State under the statute governing
foreign insurance companies.

Sincerely,



T. REUBEN BELL:br

cc: Mr. Hugh D. Reeves

702128 July
Hugh W. Reeves

vs.

Continental Casualty Co

Damages -

FILED

NOV 6 1953

ALICE I. DUCK, Clerk

Thomas Reuben Bell