

5429

MAICE HALL DILLABOUGH ) IN THE CIRCUIT COURT OF  
Plaintiff )  
-VS- ) BALDWIN COUNTY, ALABAMA.  
LONDON GUARANTEE AND ACCIDENT ) AT LAW.  
COMPANY, LIMITED. )  
Defendant )  
)

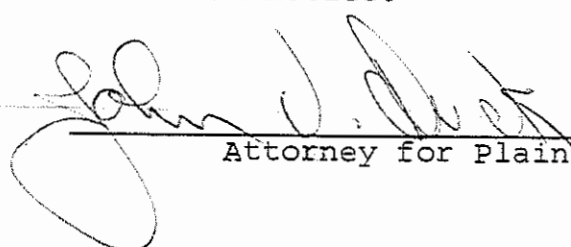
BILL OF COMPLAINT

COUNT ONE:

Plaintiff claims of the Defendant the sum of SIX HUNDRED AND SIXTY EIGHT and 45/100 (\$668.45) DOLLARS, THE value of a dwelling house, which the Defendant, on the 5th day of September 1961, insured against loss or injury, by freezing of plumbing, heating and air conditioning system and other perils in the policy of insurance mentioned, for the term of three years, which house was damaged by freezing of the plumbing on the 8th day of January, 1962, of which the defendant has had notice.

COUNT TWO:

Plaintiff claims of the Defendant the further and additional sum of NINE HUNDRED (\$900.00) DOLLARS, as the fair rental value of a dwelling house, which the Defendant, on the 5th day of September, 1961, insured against loss or injury by freezing of plumbing and other perils in the policy of insurance mentioned, for the term of three years, which house was damaged, by freezing on the 8th day of January, 1962, and of which plaintiff has been unable to rent premises from the date of said damages, of which the defendant has had notice.

  
Attorney for Plaintiff

Plaintiff respectfully demands a trial by Jury.

  
Attorney for Plaintiff

Deft. may be served at  
Robertson Insurance Agency  
452 Govt. St. Mobile, Ala.

FILED  
JAN 14 1962  
ALICE J. DUCK, CLERK  
REGISTER

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. ....

TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon LONDON GUARANTEE AND ACCIDENT COMPANY,

LIMITED.

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in

the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against \_\_\_\_\_

LONDON GUARANTEE AND ACCIDENT COMPANY, LIMITED, Defendant .....

by MAICE HALL DILLABOUGH

\_\_\_\_\_, Plaintiff.....

Witness my hand this 14 day of Jan 19 63

Cliff H. Hester, Clerk

3526  
No. 5429

Page .....

**THE STATE OF ALABAMA**  
**BALDWIN COUNTY**

**CIRCUIT COURT**

MAICE HALL DILLABOUGH

Plaintiffs

vs.

LONDON GUARANTEE AND

ACCIDENT COMPANY, LIMITED.

Defendants

**SUMMONS and COMPLAINT**

Filed

**FILED**

....., 19.....

JAN 14-63

....., Clerk

**MAICE A. DICK**

CLERK  
REGISTER

**RECEIVED**

**JAN 16 1963**

**SHERIFF'S OFFICE**

John Mack  
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Robertson Insurance Agency

452 Govt. St. Mobile, Ala.

RECEIVED IN OFFICE

January 14, 1963

....., Sheriff

I have executed this summons

this Jan 21, 1963

by leaving a copy with

Mrs. Robertson, managers  
Robertson Insurance  
Agency, Local  
agent for  
London Guarantee  
and Accident  
Company

Rae L. Bridges Sheriff

C. D. Hall Deputy Sheriff

MAICE HALL DILLABOUGH,

Plaintiff,

vs.

LONDON GUARANTEE AND  
ACCIDENT COMPANY,  
LIMITED,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5429

DEMURRER

Comes the Defendant in the above styled cause and demurs to the complaint filed in said cause, and each and every count thereof, separately and severally, and assigns the following separate and several grounds, viz:

1. That said count does not state a cause of action.
2. That it is not alleged in the complaint that the policy issued by the Defendant was in favor of the Plaintiff.
3. That said complaint fails to allege the name of the insured in the policy of insurance referred to.
4. For aught that appears from the complaint the Plaintiff has no interest in this proceeding.
5. That it does not appear that the Plaintiff had any insurable interest in the dwelling house referred to at the time the policy was issued or at the time of the loss or injury sued for.
6. That it is not alleged that the policy referred to was in full force and effect at the time of the loss or injury complained of.
7. That said complaint does not allege any facts to show jurisdiction in this court.
8. That count "TWO" of the complaint which alleges that the house was damaged by freezing and then claims for loss of rental fails to state sufficient facts to justify a claim against this Defendant.
9. That the terms of the insurance policy sued on are not sufficiently set out.

**FILED**

FEB 27 1963

ALICE J. DUCK, CLERK  
REGISTER

330

*Chas. A. Stone*  
Attorneys for Defendant

MAICE HALL DILLABOUGH,  
Plaintiff,

vs.

LONDON GUARANTEE AND ACCIDENT  
COMPANY, LIMITED,

Defendant.

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5429

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DEMURRER

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FILED

FEB 1963

ALICE J. DUCK, CLERK  
REGISTER

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O

Mrs. Alice J. Duck  
P. O. Box 239  
Bay Minette, Ala.

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**JOHN V. DUCK**  
Attorney at Law  
FAIRHOPE, ALABAMA

SUBJECT:

DATE:

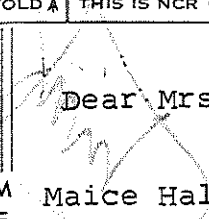
1/12/ 63

*Message - Reply*

FOLD A THIS IS NCR (NO CARBON REQUIRED) PAPER.

{ JUST TYPE (OR WRITE) ON ORIGINAL. YOUR IMPRESSION  
WILL AUTOMATICALLY APPEAR ON COPIES BENEATH.

Form #2 - New England Business Service, Inc., Townsend, Mass.

  
Dear Mrs. Alice:

Enclosed you will find Bill of Complaint, on'  
Maice Hall Dillabough, -vs- London Guarantee and Accident Co. Limited.

Sincerely,

JVD:og  
Encl:

SIGNED: 

DATE OF REPLY:

REPLY TO:

SIGNED:

SENDER: MAIL RECIPIENT WHITE AND PINK SHEETS

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