

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WITNESS my hand this the 12 day of December, 1961.

CLARK

~~~~~

Plaintiff.

VS.

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
LAW  
IN ~~REMITTY~~ NO.

C O U N T O N E

The plaintiff claims of the defendant the sum of FOUR HUNDRED FIFTY AND NO/100ths (\$450.00) DOLLARS, damages for the breach of an agreement entered into by it on, to-wit: September 13, 1948, in substance as follows: Defendant, for and in consideration of the sum of \$5.40 per month, agreed to and did insure the plaintiff against death, disease and accident, and did agree to pay plaintiff \$100.00 per month, for not more than twelve consecutive months, as long as plaintiff should continue to be totally and permanently disabled and live. Plaintiff avers that on, to-wit: January 3, 1961, he contracted an illness under the terms of said contract, totally and permanently disabling him and causing him a total loss of time since said date. And the plaintiff avers 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 thereof, viz, the defendant has failed to pay the plaintiff said \$100.00 per month. Plaintiff avers that, at the time of the contraction of said illness, when he thereby became totally and permanently disabled, on, to-wit: January 3, 1961, said premiums had been 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 the defendant has paid the disability benefits provided by said policy for the period commencing January 3, 1961, and including August 18, 1961.

Jeffrey A. Madleburt  
ATTORNEY FOR PLAINTIFF

Plaintiff demands a trial by jury of this cause.

Jeffrey A. Madleburt  
ATTORNEY FOR PLAINTIFF.

FILED

DEC 18 1961

WILLIAM J. DIXON  
CLERK

259-4842

IN THE CIRCUIT COURT OF

THE FIRST JUDICIAL CIRCUIT

IN AND FOR THE COUNTY OF

FLORIDA

STATE OF FLORIDA

VS.

THE FLORIDA POWER & LIGHT COMPANY

PLAINTIFF

DEFENDANT

RETURN TO THE COURT CLERK'S OFFICE IN THE

18<sup>th</sup> 1961.  
for the period commencing January 1<sup>st</sup> 1961 and ending January 1<sup>st</sup> 1962  
defendant has paid the specified benefits provided by said policy  
such said policy is the property of himself. Plaintiff desires that the

*Subscribed and sworn to before me this 12th day of December 1961*

No. 4967  
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
AT LAW. NO. \_\_\_\_\_

CALEB E. BOAN,  
Plaintiff,

VS.  
NATIONAL CASUALTY COMPANY,  
A Stock Company,  
Defendant.

SUMMONS AND COMPLAINT.

FILED  
DEC 12 1961  
ALICE J. DUCK, CLERK  
REGISTER

Defendant's Home Office is in:

TELFAIR J. MASHBURN  
ATTORNEY AT LAW  
DAHLBERG BUILDING  
BAY MINETTE, ALABAMA

TELEPHONE: 937-4661  
937-6801

12 December 1961

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

Re: CALEB E. BOAN  
Vs: PROVIDENT LIFE AND ACCIDENT  
INSURANCE COMPANY, A Stock  
Company.

Re: CALEB E. BOAN  
Vs: NATIONAL CASUALTY COMPANY,  
A Stock Company

Dear Mrs. Duck:

Enclosed herewith you will please find original and three copies of the summons and complaint in each of the above entitled causes, which I should like you to have served on the defendants by service on the Superintendent of Insurance, State of Alabama, Montgomery, Alabama, in accordance with the provisions of Paragraph 65 of Title 28 of the Code of Alabama of 1940.

Thanking you in advance for your prompt attention to this matter, I am

Yours very truly,

*Telfair J. Mashburn*  
Telfair J. Mashburn

CALEB E. BOAN, PLAINTIFF ) IN THE CIRCUIT COURT OF  
-VS- ) BALDWIN COUNTY, ALABAMA.  
NATIONAL CASUALTY COMPANY, )  
DEFENDANT. ) AT LAW NO. 4967.

DEMURRER.

7  
2  
1  
Comes now the defendant in the above entitled cause and demurs to plaintiff's complaint, and as grounds therefor sets down and assigns the following, separately and severally:

1. Said complaint does not make the contract sued upon a part of the complaint, nor does it allege the legal effect of said contract.
2. For aught that appears the disability of the plaintiff is not of a type and character insured against by the defendant.
3. For aught that appears from said count defendant has paid prior to the filing of the suit all amounts due from the defendant to the plaintiff.
4. Said count fails to allege the breach of any agreement made by the defendant with the plaintiff.
5. For aught that appears there has been no breach of any contract entered into by the defendant with the plaintiff.

FILED

DEC 28 1961

ALISE J. DUCK, CLERK  
REGISTER

*Lyons Pines & Cook*  
ATTORNEYS FOR THE DEFENDANT.

STATE OF ALABAMA,  
COUNTY OF BALDWIN.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon NATIONAL CASUALTY COMPANY, A Stock Company, of Detroit, Michigan, to appear within <sup>h</sup>irty 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 Caleb E. Boan.

WITNESS my hand this the 12 day of December, 1961.

*Clifford H. Huch*  
CLERK.

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CALEB E. BOAN,

Plaintiff,

VS.

NATIONAL CASUALTY COMPANY,  
A Stock Company,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
LAW  
IN ~~REPLY~~ NO. \_\_\_\_\_

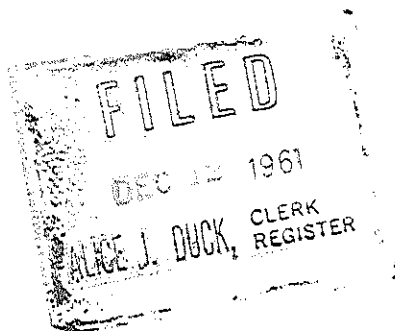
C O U N T   O N E

The plaintiff claims of the defendant the sum of FOUR HUNDRED FIFTY AND NO/100ths (\$450.00) DOLLARS, damages for the breach of an agreement entered into by it on, to-wit: September 13, 1948, in substance as follows: Defendant, for and in consideration of the sum of \$5.40 per month, agreed to and did insure the plaintiff against death, disease and accident, and did agree to pay plaintiff \$100.00 per month, for not more than twelve consecutive months, as long as plaintiff should continue to be totally and permanently disabled and live. Plaintiff avers that on, to-wit: January 3, 1961, he contracted an illness under the terms of said contract, totally and permanently disabling him and causing him a total loss of time since said date. And the plaintiff avers 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 thereof, viz, the defendant has failed to pay the plaintiff said \$100.00 per month. Plaintiff avers that, at the time of the contraction of said illness, when he thereby became totally and permanently disabled, on, to-wit: January 3, 1961, said premiums had been 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 the defendant has paid the disability benefits provided by said policy for the period commencing January 3, 1961, and including August 18, 1961.

Jelks v. Maschbauer  
ATTORNEY FOR PLAINTIFF

Plaintiff demands a trial by jury of this cause.



Jelks v. Maschbauer  
ATTORNEY FOR PLAINTIFF.

12/12/61 2338

RECEIVED IN OFFICE  
DEC 13 1961  
M. S. BUTLER, Sheriff

(2)

Received \_\_\_\_\_ day of \_\_\_\_\_ 1961  
and on 15 day of Dec 1961  
I received & copied the within summons & complaint  
by \_\_\_\_\_  
Alice J. Duck  
M. S. BUTLER, Sheriff

The Sheriff claims \_\_\_\_\_  
plus 10% per mile for a total  
of \$20  
J. L. Carter, Sheriff  
Montgomery County, Ala.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
AT LAW. NO. 4967

\*\*\*\*\*

CALEB E. BOAN,  
Plaintiff,

VS.

NATIONAL CASUALTY COMPANY,  
A Stock Company,  
Defendant.

\*\*\*\*\*

SUMMONS AND COMPLAINT.

FILED  
DEC 12 1961  
ALICE J. DUCK, CLERK  
REGISTER

TELFAR J. MASHBURN  
ATTORNEY AT LAW  
DAHLBERG BUILDING  
BAY MINETTE, ALABAMA

Defendant's Home Office is in:  
Detroit, Michigan



CALEB E. BOAN, PLAINTIFF ) IN THE CIRCUIT COURT OF  
-VS- ) BALDWIN COUNTY, ALABAMA.  
NATIONAL CASUALTY COMPANY, )  
DEFENDANT. ) AT LAW NO. 4967.

DEMURRER.

Comes now the defendant in the above entitled cause and demurs to plaintiff's complaint, and as grounds therefor sets down and assigns the following, separately and severally:

1. Said complaint does not make the contract sued upon a part of the complaint, nor does it allege the legal effect of said contract.
2. For aught that appears the disability of the plaintiff is not of a type and character insured against by the defendant.
3. For aught that appears from said count defendant has paid prior to the filing of the suit all amounts due from the defendant to the plaintiff.
4. Said count fails to allege the breach of any agreement made by the defendant with the plaintiff.
5. For aught that appears there has been no breach of any contract entered into by the defendant with the plaintiff.

FILED

DEC 29 1961

ALICE J. DUCK, CLERK  
REGISTER

*Alice J. Duck*

*James R. Rife & Cook*  
ATTORNEYS FOR THE DEFENDANT.

LYONS, PIPES & COOK  
ATTORNEYS AT LAW  
517 FIRST NATIONAL BANK BUILDING  
MOBILE 8, ALABAMA

JOSEPH H. LYONS (1900-1957)  
SAM W. PIPES, III  
WALTER M. COOK  
FRANK T. POPE, JR.  
GORDON B. KAHN  
IRWIN W. COLEMAN, JR.

December 27th, 1961.

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

Dear Mrs. Duck:

We enclose herewith copy of demurrer on behalf of the defendant  
in the case of Caleb E. Boan v. National Casualty Company, No.  
4967.

Will you please acknowledge receipt on copy of this letter and  
return to us.

Very truly yours,

LYONS, PIPES & COOK



Sam W. Pipes, III

SWP:ee