

STATE OF ALABAMA,  
COUNTY OF BALDWIN.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, a Stock Company, of CHATTANOOGA, TENNESSEE, 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 CALEB E. BOAN.

WITNESS my hand this the 17 day of December, 1961.

*Deirdre Duck*  
CLERK

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CALEB E. BOAN,

Plaintiff,

VS.

PROVIDENT LIFE AND ACCIDENT  
INSURANCE COMPANY, A Stock  
Company,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW. NO. 4968

C O U N T   O N E

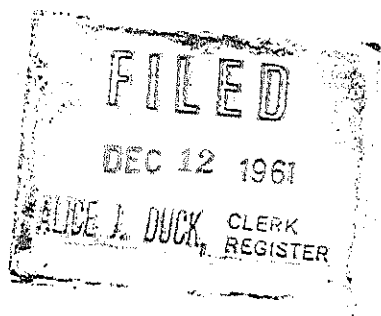
The plaintiff claims of the defendant the sum of FIVE HUNDRED (\$500.00) DOLLARS, damages for the breach of an agreement entered into by it on, to-wit: April 23, 1941, in substance as follows: Defendant, for and in consideration of the sum of \$2.95 per month, agreed to and did insure plaintiff against death, disease, and accident, and did agree to pay plaintiff \$100.00 per month, for not more than twelve consecutive months, as long 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, to and including August 3, 1961.

Julius H. Madlener  
ATTORNEY FOR PLAINTIFF

Plaintiff demands a jury trial of this cause.

Julius H. Madlener  
ATTORNEY FOR PLAINTIFF



VS.

Defendant.

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FILED

DEC 12 1964

ALICE J. DUCK, CLERK  
REGISTER

ATTORNEY AT LAW

DAHLEERG BUILDING  
BAY MINETTE, ALABAMA

DEFENDANT'S HOME OFFICE IS:  
Chattanooga, Tennessee

M. S. BUTLER, Sheriff

The Sheriff claims 2  
miles at 10c per mile for a total  
of \$ 20

M. G. Butler, Sheriff  
Montgomery County, Ala.

Received \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

and on 15 day of August 1967

I served a copy of the within ~~document~~ document of Geraldine of 11

W. H. Brown & Co. 1883

~~See front of cover~~

**Exhibits**

THE SHERIFF

*Robert D. S.*

STATE OF ALABAMA,  
COUNTY OF BALDWIN.

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

Deirdre Muck  
CLERK

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CALEB E. BOAN,

Plaintiff,

VS.

PROVIDENT LIFE AND ACCIDENT  
INSURANCE COMPANY, A Stock  
Company,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW. NO. \_\_\_\_\_

C O U N T O N E

The plaintiff claims of the defendant the sum of FIVE HUNDRED (\$500.00) DOLLARS, damages for the breach of an agreement entered into by it on, to-wit: April 23, 1941, in substance as follows: Defendant, for and in consideration of the sum of \$2.95 per month, agreed to and did insure 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 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, to and including August 3, 1961.

Julius A. Maslowski  
ATTORNEY FOR PLAINTIFF

Plaintiff demands a jury trial of this cause.

Julius A. Maslowski  
ATTORNEY FOR PLAINTIFF