

5719

STATE OF ALABAMA

DEPARTMENT OF INSURANCE

I, the undersigned as Superintendent of Insurance for the State of Alabama, hereby certify that on the 23rd day of September, 1963, I sent by registered mail in an envelope as follows:

Transit Casualty Company
901 Washington Avenue
St. Louis, Missouri

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:

J. T. Duddy, Plaintiff

in the Circuit Court of Baldwin County

VERSUS

(Name of Court)

Transit Casualty Company,
St. Louis, Missouri, Defendant

And that on the 26th day of September, 1963, I received the return card showing receipt by the designated addressee of said envelope on the 24th day of September, 1963.

Witness my hand and official seal this the 26th day of September, 1963.

Walter P. Houseal
SUPERINTENDENT OF INSURANCE

FILED

SEP 27 1963

ELISE J. DUCK, CLERK
REGISTER

ARMBRECHT, JACKSON, McCONNELL & DEMOY
LAWYERS

MERCHANTS NATIONAL BANK BUILDING

P. O. BOX 290

MOBILE, ALABAMA

36601

AREA CODE 205
PHONE 433-1891

CABLE ADDRESS
SEALAW

WM. H. ARMBRECHT
THEODORE K. JACKSON
JOHN W. McCONNELL, JR.
MARSHALL J. DEMOY
WM. H. ARMBRECHT, III
RAE M. CROWE
BROOK G. HOLMES
W. BOYD REEVES
JOHN GROW

October 9, 1963

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

Re: J. T. Duddy v Transit
Casualty Company;
At Law No. 5719

Dear Mrs. Duck:

Enclosed please find demurrers which we wish to file
on behalf of the Defendant, Transit Casualty Company, in the
above captioned case.

Thank you.

Yours very truly,

ARMBRECHT, JACKSON, McCONNELL
& DEMOY

By Rae M. Crowe

RAE M. CROWE

RMC/gg

Enclosure (Orig. & 1)

J. T. DUDDY,

Plaintiff,

-Vs-

TRANSIT CASUALTY COMPANY,
St. Louis, Missouri,

Defendant.

* IN THE CIRCUIT COURT OF
{
* BALDWIN COUNTY, ALABAMA

{
* AT LAW

{
* NO. 5719

Comes now the Defendant in the above styled cause and demurs to the Plaintiff's Complaint heretofore filed and as grounds therefor sets down and assigns separately and severally the following:

1. The said Complaint fails to state a cause of action upon which relief can be granted.
2. For that Plaintiff fails to aver the place of the sinking which allegedly occurred.
3. For aught that appears the loss complained of did not occur within the jurisdiction of this Honorable Court.
4. For aught that appears the Court has no jurisdiction of the Plaintiff's alleged cause of action.
5. For aught that appears the loss complained of did not result from one of the perils allegedly insured against.
6. For that Plaintiff fails to allege any facts showing the cause of the loss complained of in Plaintiff's Complaint.
7. For that the allegations in said Complaint are so vague, uncertain and indefinite this Defendant is not properly apprised of what it must defend against.
8. For that the phrase "other perils" is vague, uncertain and indefinite.
9. For that Plaintiff fails to aver whether the alleged policy of insurance was oral or written.

10. For that the Plaintiff fails to aver whether or not he is the owner of the alleged insurance policy.

11. For aught that appears the damages complained of were not caused by the alleged perils of the sea.

ARMBRECHT, JACKSON, McCONNELL
& DeMOUY

Attorneys for Defendant

By

Rae M. Crowe

RAE M. CROWE

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 9 day
of October 1963, served a copy of the
foregoing pleading on counsel for all parties to this
proceeding, by mailing the same by United States mail,
properly addressed, and first class postage prepaid.

Rae M. Crowe

FILED

OCT 10 1963

ALICE I. DUCK, CLERK
REGISTER

2118

J. T. DUDDY

PLAINTIFF

VS

TRANSIT CASUALTY COMPANY,
St. Louis, Missouri

DEFENDANT

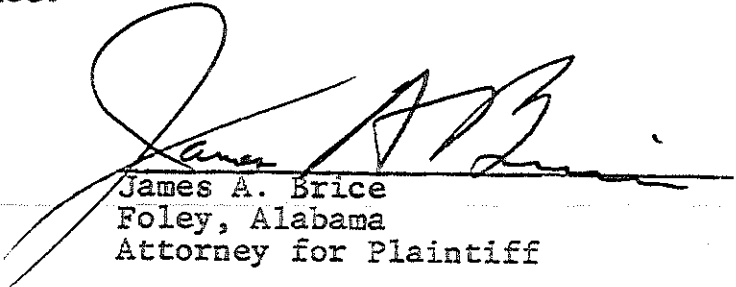
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW, NO. 5719

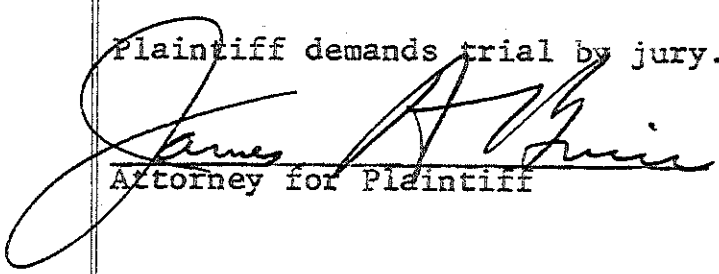
COMPLAINT

The Plaintiff claims of the Defendant Three Thousand Eight Hundred Fifty-one and 12/100 Dollars (\$3,851.12), the value of damages to the oil screw vessel ALMA D, which the Defendant, on the 3rd day of December 1961, insured against loss or injury by the perils of the seas, and other perils in the policy of insurance mentioned, for the term of one year, which oil screw vessel was damaged by sinking on the 5th day of January 1962, of which the Defendant has had notice.


James A. Brice
Foley, Alabama
Attorney for Plaintiff

DEMAND FOR TRIAL BY JURY

Plaintiff demands trial by jury.


Attorney for Plaintiff

FILED

SEP 20 1963

AUCE I. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No. _____

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon Transit Casualty Company, (St. Louis,
Missouri)

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 _____
Transit Casualty Company, St. Louis, Missouri), Defendant_____
by _____

J. T. Duddy, Plaintiff_____

Witness my hand this 20 day of Sept 1963

64-9-23-63

Wing J. Luck, Clerk

No. 5719

Page _____

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

J. T. Duddy

Plaintiffs

vs.

Transit Casualty Company (St.
Louis, Missouri)

Defendants

Summons and Complaint

Filed _____

19____

Clerk

FILED

SEP 20 1963
ALICE L. DUK, CLERK
REGISTER

James A. Brice

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

Received In Office

SEP 23 1963

Sept 20, 1963

(2) M. S. BUTLER, Sheriff

Sheriff.

I have executed this summons

this _____ 19____

by leaving a copy with

Executed by serving 2 copies of
the within on Walter L.

W. L. Butler Superintendent
of Insurance, State of Alabama

This The 23 day of Sept 1963

Sheriff of Montgomery County

M. S. Butler

By J. A. Brice D. S.

The Sheriff claims 2
miles at 10c per mile for a total
of \$ 22.

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

Sheriff.

Deputy Sheriff.

J. T. DUDDY,	*	IN THE CIRCUIT COURT OF
Plaintiff,	)	
	(	BALDWIN COUNTY, ALABAMA
-Vs-	*	
	)	
	(	AT LAW
TRANSIT CASUALTY COMPANY,	*	
St. Louis, Missouri,	)	
Defendant.	*	NO. 5719

Comes now the Defendant in the above styled cause and demurs to the Plaintiff's Complaint heretofore filed and as grounds therefor sets down and assigns separately and severally the following:

1. The said Complaint fails to state a cause of action upon which relief can be granted.
2. For that Plaintiff fails to aver the place of the sinking which allegedly occurred.
3. For aught that appears the loss complained of did not occur within the jurisdiction of this Honorable Court.
4. For aught that appears the Court has no jurisdiction of the Plaintiff's alleged cause of action.
5. For aught that appears the loss complained of did not result from one of the perils allegedly insured against.
6. For that Plaintiff fails to allege any facts showing the cause of the loss complained of in Plaintiff's Complaint.
7. For that the allegations in said Complaint are so vague, uncertain and indefinite this Defendant is not properly apprised of what it must defend against.
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9. For that Plaintiff fails to aver whether the alleged policy of insurance was oral or written.

10. For that the Plaintiff fails to aver whether or not he is the owner of the alleged insurance policy.

11. For aught that appears the damages complained of were not caused by the alleged perils of the sea.

ARMBRECHT, JACKSON, McCONNELL
& DeMOUY

Attorneys for Defendant

By Rae M. Crowe
RAE M. CROWE

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 9 day
of October, 1963, served a copy of the
foregoing pleading on counsel for all parties to this
proceeding, by mailing the same by United States mail,
properly addressed, and first-class postage prepaid.

Rae M. Crowe

FILED

OCT 20 1963

ALICE L. DUCK, CLERK
REGISTER

J. T. DUDDY,

PLAINTIFF

VS

TRANSIT CASUALTY COMPANY,
St. Louis, Missouri

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW, NO. 5719

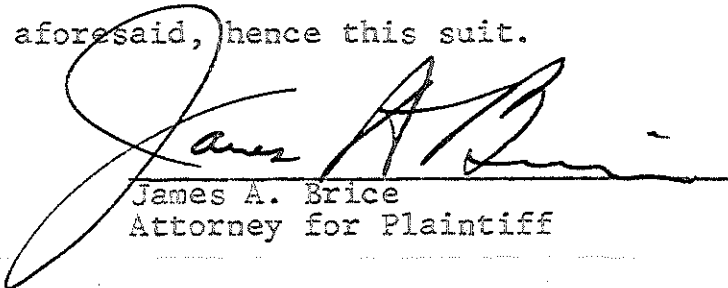
AMENDMENT

Now comes the Plaintiff, by his attorney, by way of amendment, and adds to the original complaint heretofore filed in this cause, the following:

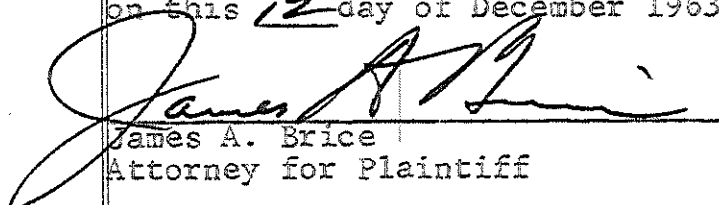
COMPLAINT - A

The Plaintiff claims of the Defendant Three Thousand Eight Hundred Fifty-one and 12/100 Dollars (\$3,851.12), the value of damages to the oil screw vessel ALMA D, for in that: Plaintiff is the owner of the said oil screw vessel ALMA D; that Defendant issued its policy of marine insurance known as policy number TC 4521 insuring the said oil screw vessel ALMA D against the perils of the sea and further insuring the said oil screw vessel ALMA D against loss of or damage to the vessel directly caused by perils covered under the Inchmaree clause, and against the specific peril of negligence of master, charterers, other than assured, mariners, engineers or pilots; that the period of time covered by said insurance was from December 3, 1961 to its expiration on December 3, 1962; that for this insurance Plaintiff paid Defendant its requested premium; that on the 5th day of January 1962, said oil screw vessel ALMA D sank at its dock on the intracoastal canal at Gulf Shores, Baldwin County, Alabama, immediately west of the Highway 59 drawbridge; that said oil screw vessel sank because of negligence of master or mariners; a loss that under the terms of Defendant's contract of said insurance with Plaintiff Defendant agreed to insure against; that as a direct and proximate result of said sinking Plaintiff has been damaged by having to spend large sums of money to raise the boat, to remove and repair the motor, to put it back into the condition it was in prior to sinking and to make other repairs to said oil screw vessel; that following the sinking of said oil screw vessel ALMA D Plaintiff notified Defendant of said sinking and consequent loss and made a claim to Defendant

to pay Plaintiff's loss as aforesaid; that Defendant has failed and refused to pay Plaintiff's claim; that by refusing to pay said claim, Defendant has broken its contract with Plaintiff, all to the damage of Plaintiff as aforesaid, hence this suit.


James A. Brice
Attorney for Plaintiff

I certify that I have mailed a copy of this pleading, postage prepaid to the Hon. Norborne C. Stone, Attorney for Defendant, on this 12 day of December 1963.


James A. Brice
Attorney for Plaintiff

FILED

DEC 13 1963

ALICE I. DUCK, CLERK
REGISTER