

LERROY GEE

Plaintiff

Vs

STATE FARM MUTUAL  
AUTOMOBILE INSURANCE  
COMPANY

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

CASE No. 5776

COUNT ONE

The Plaintiff claims of the Defendant ONE HUNDRED FORTY-NINE and 25/100 (\$149.25) DOLLARS, due on an accident policy whereby the Defendant, on 5 July, 1962, insured the Plaintiff for medical and surgical services incurred within six months from said date, and in which the needs for said services arose as result of an accident which occurred on or about November 2, 1962, at Loxley, Baldwin County, Alabama, of which the Defendant has had notice. Said policy is the property of the Plaintiff..

*Kenneth Cooper*  
Attorney For Plaintiff

FILED  
OCT 15 1962  
ALICE L. DUCK, CLERK  
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama, } Circuit Court, Baldwin County  
Baldwin County. } No. \_\_\_\_\_ October \_\_\_\_\_ TERM, 19<sup>63</sup>

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon State Farm Mutual Automobile Insurance Company,  
Service may be had upon Stanley Kasuba, P.O. Box 57, Fairhope,  
Alabama.

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 State Farm Mutual  
Automobile Insurance Company \_\_\_\_\_, Defendant  
by Leroy Gee \_\_\_\_\_

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

Witness my hand this 15 day of October 19<sup>63</sup>

67-10-18-63

Alice D. Luck, Clerk

No. 5776 Page \_\_\_\_\_

**STATE of ALABAMA**

**Baldwin County**

**CIRCUIT COURT**

Leroy Gee

Plaintiffs

vs.

State Farm Mutual  
Automobile Ins. Co.

Defendants

**Summons and Complaint**

Filed Oct. 15 1963

Alice J. Duck Clerk

**FILED**

OCT 15 1963

ALICE J. DUCK, CLERK  
REGISTERED

R. Cooper

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

Oct 15, 1963

Sheriff.

I have executed this summons

this 10-18 1963

by leaving a copy with

W. A. Thompson

Jay W. Wilkins

Sheriff.

D. C. Talbot

Deputy Sheriff.

Omni

LEROY GEE,

Plaintiff,

vs.

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY,

Defendant.

§

§ IN THE CIRCUIT COURT OF

§

BALDWIN COUNTY, ALABAMA

§


§ AT LAW

§

DEMURRER

Comes the Defendant in the above styled cause and demurs to the complaint filed in said cause and assigns the following separate and several grounds, viz:

1. That said complaint does not state a cause of action.
2. That said complaint does not allege that the Plaintiff received any medical or surgical services within the period of time covered by the policy for which any money is due.
3. That said complaint does not allege that the Plaintiff had need for such services within the period of time covered by the policy.
4. That said complaint does not allege whether the services referred to were medical or surgical, and if both, the amount due for each.
5. That said complaint does not allege that the medical or surgical services incurred were within the coverage of the policy referred to.
6. That said complaint is vague and indefinite.

  
Attorneys for Defendant

FILED  
NOV. 15 1963  
J. DUCK, CLERK  
REGISTER

LEROY GEE,

Plaintiff,

vs

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY,

Defendant

\* \* \* \* \*

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

\* \* \* \* \*

DEMURRER

\* \* \* \* \*

LEROY GEE,

Plaintiff,

Vs.

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY,

Defendant.

)  
) IN THE CIRCUIT COURT OF  
)  
)  
) BALDWIN COUNTY, ALABAMA  
)  
)  
) AT LAW  
)

AMENDED COMPLAINT

COUNT ONE:

The Plaintiff claims of the Defendant the sum of Three Hundred Fifty Six and 90/100 (\$356.90) Dollars due on a policy, whereby the Defendant, on 5 July, 1962, insured for a term of six months, the Plaintiff against medical payments incurred for necessary medical, surgical, dental, ambulance, hospital, professional nursing and funeral services, and prosthetic devices caused by accident of an automobile. Plaintiff avers he suffered an automobile accident on 2 November, 1962, which caused him to incur medical, surgical and hospital expenses, in the amount above claimed. Plaintiff avers at the time of said accident, which cause the need for said services on said date, the premiums on said policy were paid to and accepted by the Defendant up to January 5, 1963, and said policy was in full force and effect on and including said November 2nd, 1962, when said services were needed by the Plaintiff.

*Kenneth Cogan*  
Attorney For Plaintiff

Attorney of Record

For Defendant:

Hon John Chason  
Attorney At Law  
Bay Minette, Alabama

FILED

JAN 31 1964

ALICE J. DUCK, CLERK  
REGISTER

LERROY GEE,	X	
Plaintiff,	X	
vs.	X	IN THE CIRCUIT COURT OF
	X	
STATE FARM MUTUAL AUTOMOBILE	X	BALDWIN COUNTY, ALABAMA
INSURANCE COMPANY,		
Defendant.	X	AT LAW
	X	

PLEAS:

Comes now the Defendant in the above styled cause, by its attorneys, and for answer to the amended Complaint heretofore filed by the Plaintiff, pleads, separately and severally as follows:

1. The allegations of the Amended Complaint are untrue.
2. In the policy here sued on, it is provided as follows:

"Conditions-Insuring Agreements I and II  
 ...14. Other Insurance...under coverages C and M with respect to bodily injury to any person while occupying or through being struck by the described automobile, the amount payable shall not be reduced on account of the existence of other automobile medical payments insurance. In all other cases the insurance under coverages C and M shall be excess over any other collectible automobile medical payments insurance available to the injured person."

The Defendant avers that the provision of the insurance contract under which the Plaintiff sues is described therein as "Coverage C" which said provision obligates the Defendant, in certain situations, to "pay reasonable medical expenses incurred within one year from the date of the accident:...to or for the first person named in the declarations...who sustains bodily injury, caused by accident, while occupying or through being struck by the owned automobile...". Coverage M provides essentially the same coverage with greater policy limits. The Defendant further avers that at the time of the occurrence of the injury referred to in the Complaint the Plaintiff was insured by Alabama Farm Bureau Mutual Insurance Company under a policy which provided medical payments for injuries of the type alleged by the Plaintiff, and that if any

liability attached to the Defendant because of the provisions of insuring agreement II which insures against certain injuries caused by "non-owned automobiles", this liability is limited by the provisions of Paragraph 14 of the conditions set out above, because the injury was not occasioned by "the described automobile."

CHASON, STONE & CHASON

By: John Earle Chason

FILED

FEB 14 1964

ALICE J. DUCK, CLERK  
REGISTER



LERoy GEE,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
	X	
vs.	X	BALDWIN COUNTY, ALABAMA
	X	
STATE FARM MUTUAL AUTOMOBILE	X	AT LAW
INSURANCE COMPANY,	X	
Defendant.	X	

AMENDED PLEAS

Comes now the Defendant in the above styled cause, by its attorneys, and for answer to the amended Complaint heretofore filed by the Plaintiff, pleads, separately and severally as follows:

1. The allegations of the Amended Complaint are untrue.
2. In the policy here sued on, it is provided as

follows:

"Conditions-Insuring Agreements I and II  
 ...14. Other Insurance...under coverages  
 C and M with respect to bodily injury to  
 any person while occupying or through being  
 struck by the described automobile, the  
 amount payable shall not be reduced on account  
 of the existence of other automobile medical  
 payments insurance. In all other cases the  
 insurance under coverages C and M shall be  
 excess over any other collectible automobile  
 medical payments insurance available to the  
 injured person."

The Defendant avers that the provision of the insurance contract under which the Plaintiff sues is described therein as "Coverage C" which said provision obligates the Defendant, in certain situations, to "pay reasonable medical expenses incurred within one year from the date of the accident:...to or for the first person named in the declarations...who sustains bodily injury, caused by accident, while occupying or through being struck by the owned automobile...". Coverage M. provides essentially the same coverage with greater policy limits. The Defendant further avers that at the time of the occurrence of the injury referred to in the Complaint the vehicle alleged to have caused the injury to the Plaintiff was insured by Alabama Farm Bureau Mutual Insurance Company under a policy which provided medical payments for inju-

ries of the type alleged by the Plaintiff, and that if any liability attached to the Defendant because of the provisions of insuring agreement II which insures against certain injuries caused by "non-owned automobiles", this liability is limited by the provisions of Paragraph 14 of the conditions set out above, because the injury was not occasioned by "the described automobile."

CHASON, STONE & CHASON

FILED

NOV 10 1964

ALICE J. DUCK, CLERK  
REGISTER

By:

*John Earle Chason*