

WALTER RIGGS and COMMERCIAL	X		
CREDIT CORPORATION, a			
corporation	X	IN THE CIRCUIT COURT OF	
Plaintiffs	X	BALDWIN COUNTY, ALABAMA	
VS	X	AT LAW	NO. <u>6102</u>
ALLSTATE INSURANCE COMPANY,	X		
a non-resident corporation			
	X		
Defendant			
	X		

Come the plaintiffs in the above styled cause and amend their complaint as last amended to read as follows:

That the plaintiff herein is a resident citizen of Baldwin County, Alabama, and is over the age of 21 years and that plaintiff, Commercial Credit Corporation, 1870 Government Street, Mobile, Alabama, is a corporation doing business in Alabama, which corporation financed and holds a mortgage on the automobile, subject of this action.

That defendant is a non-resident corporation carrying on an automobile insurance business in the State of Alabama.

-1-

The plaintiff claims of the defendant Three Thousand Two Hundred Eighty-two and 76/100 (\$3282.76) Dollars, the value of one 1964 Rambler, Model No. 6409-7, 2 Dr. Hardtop on the 15th day of December, 1963, insured against loss or injury by fire and other perils in the policy of insurance mentioned for the term of one year which automobile was wholly destroyed by collision with another motor vehicle on the 15th day of December, 1963, of which the defendant had notice.

-2-

Plaintiff claims of the defendant the sum of Three Thousand Two Hundred Eighty-two and 76/100 (\$3282.76) Dollars damages, in this, plaintiff avers that he was the owner of a 1964 Rambler, Model No. 6409-7, 2 Dr. Hardtop, on to-wit, December 15, 1963, on which automobile the defendant issued its insurance policy, which became effective on October 19, 1963, and remained in force and effect with the date of expiration October 19, 1964. And the plaintiff avers that said insurance policy covered damages to said car by collision, upset, wreck, fire or theft.

And plaintiff avers that on to-wit, December 15, 1963, while said policy of insurance was in force and effect the said car which was covered by the said insurance issued to plaintiff as insured, and which car was at the time the property of the plaintiff was wrecked on U. S. Highway number 31 known as the Mobile Bay Causeway in Baldwin County, Alabama, near the Tensaw River Bridge.

And plaintiff avers that said car was totally damaged in said wreck in the sum of \$3282.76 and the plaintiff was damaged thereby in said amount.

And plaintiff avers that the defendant has had notice of said wreck and plaintiff's damage as aforesaid and has failed or refused to make payment or settlement of said damage with this plaintiff.

Plaintiff further avers that Commercial Credit Corporation, a corporation, is the holder of a mortgage on said automobile.

-3-

That on to-wit, January 15, 1964, while the said policy was in full force and effect the said 1964 Rambler, 6 cylinder, Model No. 6409-7 of the value of \$3282.76 was stolen and plaintiff has sustained a direct loss by theft in the sum of \$3282.76 of which the defendant has had notice.

-4-

Plaintiff claims of the defendant the sum of Four Thousand (\$4,000.00) Dollars for the conversion by said defendant of the following personal property:

1 - 1964 Rambler, Model No. 6409-7, 2 Dr. Hardtop during the month of December, 1963.

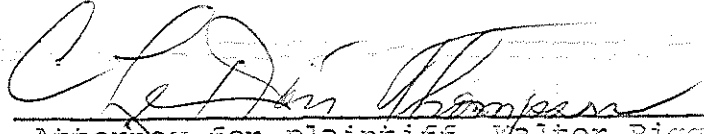
-5-

Plaintiff further claims the sum of \$200.00 as additional damages due to the loss of said automobile by theft.

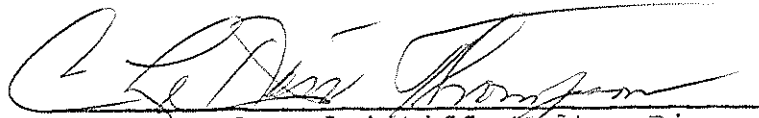
-6-

Plaintiff claims of the defendant the sum of Three Thousand Two Hundred Eighty-two and 76/100 (\$3282.76) Dollars due from the defendant by account on to-wit, the 15th day of December, 1963, which sum of money with the interest thereon is still unpaid.

That defendant has failed and refused to pay for said loss of \$3282.76 to the plaintiff although payment thereof was duly demanded prior to the commencement of this action. Plaintiff claims of the defendant damages for the breach of said insurance policy No. 15298460 in the amount of Five Thousand (\$5,000.00) Dollars.


Attorney for plaintiff, Valter Riggs.

I hereby certify that I have this 1st day of August, 1966, mailed a copy of the foregoing amended complaint to Honorable J. Connor Owens, Jr., attorney for the defendant and a copy to Honorable B. F. Stokes, III, attorney for Commercial Credit Corporation to their proper addresses.


Attorney for plaintiff, Valter Riggs.

FILED

AUG 1 1966

ALICE A. DICK, CLERK
REGISTER

WALTER RIGGS and COMMERCIAL	:	IN THE CIRCUIT COURT OF
CREDIT CORPORATION, a	:	
corporation	:	BALDWIN COUNTY, ALABAMA
Plaintiffs	:	
vs.	:	
	:	AT LAW
ALLSTATE INSURANCE COMPANY,	:	
a non-resident corporation	:	
Defendant.	:	CASE NO. _____
	:	

D E M U R R E R

Comes now the Defendant in the above-styled cause and demurs, separately and severally, to the complaint filed herein, as last amended, and to each separate and several count thereof, separately and severally, and sets down and assigns as separate and several grounds of demurrer, the following, separately and severally:

1. For that said complaint is not organized in the form required by Alabama law.
2. For that the allegations are not made in appropriate form.
3. For that said count is not complete in itself.
4. For that said count is merely a portion of the complaint, and it is necessary that several such portions be viewed together to ascertain the theory of liability.
5. For that said count is merely one paragraph of several paragraphs.
6. For that said count fails to aver that the plaintiff complied with the conditions incumbent upon the plaintiff.

132 - ~~EH~~ H.

7. For that said count fails to aver that the plaintiffs complied with the conditions incumbent upon the plaintiffs.

8. For that said count fails to aver that the plaintiff complied with the conditions precedent to bringing this suit.

9. For that said count fails to aver that the plaintiffs complied with the conditions precedent to bringing this suit.

10. For aught that appears the plaintiff has failed to comply with the conditions precedent.

11. For aught that appears the plaintiffs have failed to comply with the conditions precedent.

12. For aught that appears the plaintiff has failed to file a proof of loss as is required by the policy.

13. For aught that appears the plaintiffs have failed to file a proof of loss as is required by the policy.

14. For that there is a complete change of parties plaintiff.

15. For that there is a misjoinder of parties plaintiff.

16. For that there is a misjoinder of causes of action.

17. For that said count refers to "plaintiff" when two plaintiffs are alleged in the caption.

18. For that the use of the word "plaintiff" is vague, indefinite, and uncertain.

19. For that it is impossible to ascertain what is meant by the word "plaintiff."

20. For that said count fails to aver that the personal property was the property of the plaintiff.

21. For that said count fails to aver that the personal property was the property of the plaintiffs.

22. For that said count fails to aver that the personal property is the property of the plaintiff.

23. For that said count fails to aver that the personal property is the property of the plaintiffs.

24. For that said count fails to aver any damages.

25. For that the amount claimed in said count is not described as damages.

26. For that said count fails to comply with the Code count found at Title 7, Section 223(26), Code of Alabama of 1940, as last amended.

27. For that said count does not state facts sufficient to constitute a cause of action against the defendant.

28. For that it does not appear with sufficient certainty wherein this defendant violated any duty owed to the plaintiff.

29. For that it does not appear with sufficient certainty wherein this defendant violated any duty owed to plaintiffs.

30. For that the averments set up, if true, do not show any liability on the part of the defendant.

31. For that the full legal substance of the contract is not set forth.

32. For that the full legal substance of the policy is not set forth.

33. For that said count fails to allege the contract with sufficient certainty.

34. For that said count fails to allege the policy with sufficient certainty.

35. For aught that appears the obligation of the defendant under said policy is limited to the cost of repairing or replacing the automobile.

36. For aught that appears the value of the automobile on, to-wit, January 15, 1964, was \$3,282.76; hence, the value of the automobile after the alleged damage on December 15, 1963 was \$3,282.76, and said automobile was not at that time a total loss.

37. For that said count fails to aver where the alleged theft took place.

38. For that the language of the policy of insurance is not set forth.

39. For that the provisions of the policy are not described with sufficient certainty.

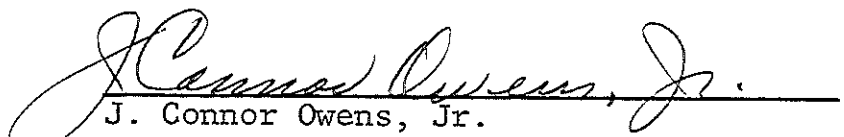
40. For that the provisions of the policy should be set forth in haec verba.

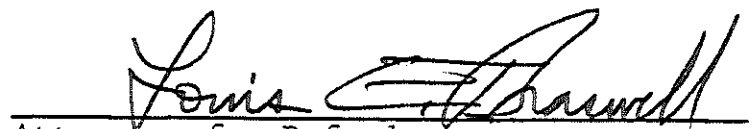
41. For that the provisions of the policy should be set forth in haec verba or the policy should be attached to the complaint and incorporated therein by reference.

42. For aught that appears the alleged theft did not take place in Baldwin County, Alabama.

43. For that said count affirmatively shows that the property was that of the Defendant rather than of the Plaintiff.

44. For that said count does not state a cause of action on behalf of each Plaintiff.


J. Connor Owens, Jr.
Bay Minette, Alabama

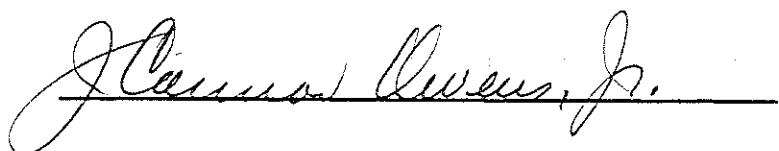

Attorneys for Defendant
First National Bank Building
Mobile, Alabama

Of Counsel:

HAND, ARENDALL, BEDSOLE
GREAVES & JOHNSTON

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing pleading to C. LeNoir Thompson, Esquire, Attorney for Plaintiffs, by depositing a copy of same in the United States mail, postage prepaid, addressed to said attorney at his office in Bay Minette, Alabama, on this, the 9 day of November, 1966.



132-L

FILED
NOV 9 1966
ALICE L. DUCK, CLERK
REGISTER

FILED
NOV 9 1966
ALICE L. DUCK, CLERK
REGISTER

WALTER RIGGS and
COMMERCIAL CREDIT
CORPORATION, a
corporation,

: IN THE CIRCUIT COURT OF
:
: BALDWIN COUNTY, ALABAMA

Plaintiffs

: AT LAW

v.

:

ALLSTATE INSURANCE
COMPANY,

:

Defendant.

: Case No. 6100

D E M U R R E R

Comes now the defendant in the above-styled cause and demurs to each separate and several count of the complaint filed herein, as last amended, separately and severally, and sets down and assigns as separate and several grounds of demurrer, the following, separately and severally:

1. For that said complaint is not organized in the form required by Alabama law.

2. For that the allegations are not made in appropriate form.

3. For that said count is not complete in itself.

4. For that said count is merely a portion of the complaint, and it is necessary that several such portions be viewed together to ascertain the theory of liability.

5. For that said count is merely one paragraph of several paragraphs.

6. For that said count fails to aver that the plaintiff complied with the conditions incumbent upon the plaintiff.

7. For that said count fails to aver that the plaintiffs complied with the conditions incumbent upon the plaintiffs.

8. For that said count fails to aver that the plaintiff complied with the conditions precedent to bringing this suit.

9. For that said count fails to aver that the plaintiffs complied with the conditions precedent to bringing this suit.

10. For aught that appears the plaintiff has failed to comply with the conditions precedent.

11. For aught that appears the plaintiffs have failed to comply with the conditions precedent.

12. For aught that appears the plaintiff has failed to file a proof of loss as is required by the policy.

13. For aught that appears the plaintiffs have failed to file a proof of loss as is required by the policy.

14. For that there is a complete change of parties plaintiff.

15. For that there is a misjoinder of parties plaintiff.

16. For that there is a misjoinder of causes of action.

17. For that said count refers to "plaintiff" when two plaintiffs are alleged in the caption.

18. For that the use of the word "plaintiff" is vague, indefinite, and uncertain.

19. For that it is impossible to ascertain what is meant by the word "plaintiff."

20. For that said count fails to aver that the personal property was the property of the plaintiff.

21. For that said count fails to aver that the personal property was the property of the plaintiffs.

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24. For that said count fails to aver any damages.

25. For that the amount claimed in said count is not described as damages.

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27. For that said count does not state facts sufficient to constitute a cause of action against the defendant.

28. For that it does not appear with sufficient certainty wherein this defendant violated any duty owed to the plaintiff.

29. For that it does not appear with sufficient certainty wherein this defendant violated any duty owed to plaintiffs.

30. For that the averments set up, if true, do not show any liability on the part of the defendant.

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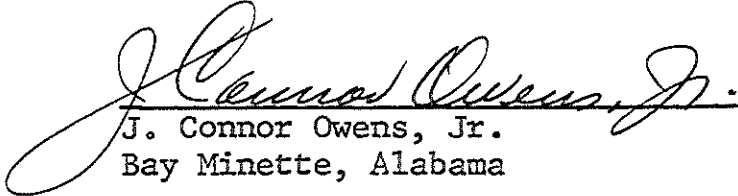
34. For that said count fails to allege the policy with sufficient certainty.

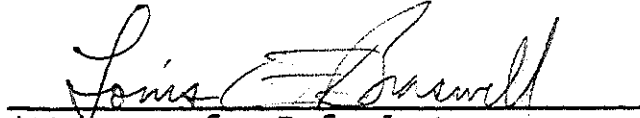
35. For aught that appears the obligation of the defendant under said policy is limited to the cost of repairing or replacing the automobile.

36. For aught that appears the value of the automobile on, to-wit, January 15, 1964, was \$3,282.76; hence, the value of the automobile after the alleged damage on December 15, 1963 was \$3,282.76, and said automobile was not at that time a total loss.

37. For that said count fails to aver where the alleged theft took place.

38. For aught that appears the alleged theft did not take place in Baldwin County, Alabama.


J. Connor Owens, Jr.
Bay Minette, Alabama

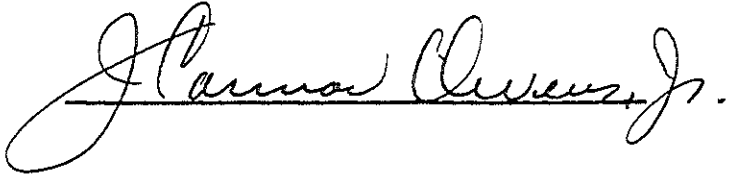

Attorneys for Defendant
First National Bank Building
Mobile, Alabama

Of Counsel:

HAND, ARENDALL, BEDSOLE
GREAVES & JOHNSTON

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing pleading to C. LeNoir Thompson, Esquire, Attorney for Plaintiffs, by depositing a copy of same in the United States mail, postage prepaid, addressed to said attorney at his office in Bay Minette, Alabama, on this, the 18 day of May, 1966.



FILED

MAY 18 1966

ALICE J. DICK, CLERK
REGISTER

WALTER RIGGS and COMMERCIAL	X	
CREDIT CORPORATION, a		
corporation	X	IN THE CIRCUIT COURT OF
Plaintiffs	X	BALDWIN COUNTY, ALABAMA
vs		AT LAW NO. _____
	X	
ALLSTATE INSURANCE COMPANY,		
a non-resident corporation	X	
Defendant	X	

Come the plaintiffs in the above styled cause and amend their complaint as last amended to read as follows:

That the plaintiff, Walter Riggs, herein is a resident citizen of Baldwin County, Alabama, and is over the age of 21 years and that plaintiff, Commercial Credit Corporation, 1870 Government Street, Mobile, Alabama, is a corporation doing business in Alabama, which corporation financed and holds a mortgage on the automobile, subject of this action.

That defendant is a non-resident corporation carrying on an automobile insurance business in the State of Alabama.

-1-

The plaintiffs claim of the defendant Three Thousand Two Hundred Eighty-two and 76/100 (\$3282.76) Dollars, the value of one 1964 Rambler, Model No. 6409-7, 2 Dr. Hardtop, which the defendant on the 15th day of December, 1963, insured against loss or injury by fire and other perils in the policy of insurance mentioned for the term of one year which automobile was wholly destroyed by collision with another motor vehicle on the 15th day of December, 1963, of which the defendant has had notice.

-2-

Plaintiffs claim of the defendant the sum of Three Thousand Two Hundred Eighty-two and 76/100 (\$3282.76) Dollars damages, in this, plaintiff Walter Riggs avers that he was the owner of a 1964 Rambler, Model No. 6409-7, 2 Dr. Hardtop, on to-wit, December 15, 1963, on which automobile the defendant issued its insurance policy, which became effective on October 19, 1963, and remained in force and effect with the date of expiration October 19, 1964. And the plaintiff Riggs avers that said insurance policy covered damages to said car by collision, upset, wreck, fire or theft.

132-20

And plaintiff Riggs avers that on to-wit, December 15, 1963, while said policy of insurance was in force and effect the said car which was covered by the said insurance issued to plaintiff as insured, and which car was at the time the property of the plaintiff Riggs, was wrecked on U. S. Highway Number 31 known as the Mobile Bay Causeway in Baldwin County, Alabama, near the Tensaw River Bridge.

And plaintiff Riggs avers that said car was totally damaged in said wreck in the sum of \$3282.76 and the plaintiffs were damaged thereby in said amount.

And plaintiff Riggs avers that the defendant has had notice of said wreck and plaintiffs' damage as aforesaid and has failed or refused to make payment or settlement of said damage with said plaintiffs.

Plaintiff Riggs further avers that Commercial Credit Corporation, a corporation, is the holder of a mortgage on said automobile.

-3-

The plaintiffs claim of the defendant Three Thousand Two Hundred Eighty-two and 76/100 (\$3282.76) Dollars, the value of one 1964 Rambler, Model No. 6409-7, 2 Dr. Hardtop, which the defendant on the 15th day of December, 1963, insured against loss or injury by fire and other perils in the policy of insurance mentioned for the term of one year which automobile was stolen on to-wit, the 15th day of January, 1964, of which the defendant has had notice.

-4-

Plaintiffs claim of the defendant the sum of Four Thousand (\$4,000.00) Dollars damages for the conversion by the defendant on to-wit, the 15th day of January, 1964, of the following chattels:

1 - 1964 Rambler, Model No. 6409-7, 2 Dr. Hardtop
the property of the plaintiff Riggs.

-5-

Plaintiff Riggs further claims the sum of \$200.00 as additional damages due to the loss of said automobile by theft in accordance with provisions in said insurance policy.

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-6-

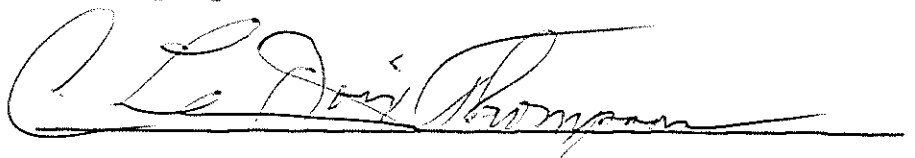
Plaintiffs claim of the defendant the sum of Three Thousand Two Hundred Eighty-two and 76/100 (\$3282.76) Dollars due from the defendant by account on to-wit, the 15th day of December, 1963, which sum of money with the interest thereon is still unpaid.

-7-

The defendant has failed and refused to pay for said loss of \$3282.76 to the plaintiffs although payment thereof was duly demanded prior to the commencement of this action. Plaintiffs claim of the defendant damages for the breach of said insurance policy number 15298460 in the amount of Five Thousand (\$5,000.00) Dollars.


Attorney for plaintiff, Walter Riggs.

I hereby certify that I have this 14 day of November, 1966, mailed a copy of the foregoing amended complaint to Honorable J. Connor Owens, Jr., attorney for the defendant and a copy to Honorable B. F. Stokes, III, attorney for Commercial Credit Corporation to their proper addresses.



FILED
NOV 14 1966
ALICE L. MUCK, CLERK
REGISTER

132-F

We, the jury find for the Plaintiffs in the
sum of \$1212.40 less \$50.00 deductible.

J. W. Crosby
Foreman

0-

FILED
NOV 14 1966
AUG 1 1966
CLERK
REGISTER

6170

WALTER RIGGS and COMMERCIAL	X		
CREDIT CORPORATION, a			
corporation	X	IN THE CIRCUIT COURT OF	
Plaintiffs	X	BALDWIN COUNTY, ALABAMA	
vs	X	AT LAW	NO. <u> </u>
ALLSTATE INSURANCE COMPANY,	X		
a non-resident corporation			
	X		
Defendant			
	X		

~~Come the plaintiffs in the above styled cause and amend~~
their complaint as last amended to read as follows:

That the plaintiff herein is a resident citizen of Baldwin County, Alabama, and is over the age of 21 years and that plaintiff, Commercial Credit Corporation, 1870 Government Street, Mobile, Alabama, is a corporation doing business in Alabama, which corporation financed and holds a mortgage on the automobile, subject of this action.

That defendant is a non-resident corporation carrying on an automobile insurance business in the State of Alabama.

-1-

The plaintiff claims of the defendant Three Thousand Two Hundred Eighty-two and 76/100 (\$3282.76) Dollars, the value of one 1964 Rambler, Model No. 6409-7, 2 Dr. Hardtop, which the defendant on the 15th day of December, 1963, insured against loss or injury by fire and other perils in the policy of insurance mentioned for the term of one year which automobile was wholly destroyed by collision with another motor vehicle on the 15th day of December, 1963, of which the defendant has had notice.

-2-

Plaintiff claims of the defendant the sum of Three Thousand Two Hundred Eighty-two and 76/100 (\$3282.76) Dollars damages, in this, plaintiff avers that he was the owner of a 1964 Rambler, Model No. 6409-7, 2 Dr. Hardtop, on to-wit, December 15, 1963, on which automobile the defendant issued its insurance policy, which became effective on October 19, 1963, and remained in force and effect with the date of expiration October 19, 1964. And the plaintiff avers that said insurance policy covered damages to said car by collision, upset, wreck, fire or theft.

132-A

And plaintiff avers that on to-wit, December 15, 1963, while said policy of insurance was in force and effect the said car which was covered by the said insurance issued to plaintiff as insured, and which car was at the time the property of the plaintiff was wrecked on U. S. Highway Number 31 known as the Mobile Bay Causeway in Baldwin County, Alabama, near the Tensaw River Bridge.

And plaintiff avers that said car was totally damaged in said wreck in the sum of \$3282.76 and the plaintiff was damaged thereby in said amount.

And plaintiff avers that the defendant has had notice of said wreck and plaintiff's damage as aforesaid and has failed or refused to make payment or settlement of said damage with this plaintiff.

Plaintiff further avers that Commercial Credit Corporation, a corporation, is the holder of a mortgage on said automobile.

-3-

The plaintiff claims of the defendant Three Thousand Two Hundred Eighty-two and 76/100 (\$3282.76) Dollars, the value of one 1964 Rambler, Model No. 6409-7, 2 Dr. Hardtop, which the defendant on the 15th day of December, 1963, insured against loss or injury by fire and other perils in the policy of insurance mentioned for the term of one year which automobile was stolen on to-wit, the 15th day of January, 1964, of which the defendant has had notice.

-4-

Plaintiff claims of the defendant the sum of Four Thousand (\$4,000.00) Dollars damages for the conversion by the defendant on to-wit, the 15th day of January, 1964, of the following chattels:

1 - 1964 Rambler, Model No. 6409-7, 2 Dr. Hardtop the property of the defendant.

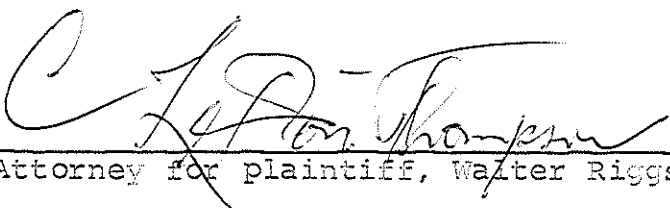
-5-

Plaintiff further claims the sum of \$200.00 as additional damages due to the loss of said automobile by theft in accordance with provisions in said insurance policy.

132 - B

Plaintiff claims of the defendant the sum of Three Thousand Two Hundred Eighty-two and 76/100 (\$3282.76) Dollars due from the defendant by account on to-wit, the 15th day of December, 1963, which sum of money with the interest thereon is still unpaid.

The defendant has failed and refused to pay for said loss of \$3282.76 to the plaintiff although payment thereof was duly demanded prior to the commencement of this action. Plaintiff claims of the defendant damages for the breach of said insurance policy number 15298460 in the amount of Five Thousand (\$5,000.00) Dollars.


Attorney for plaintiff, Walter Riggs.

I hereby certify that I have this 28 day of October, 1966, mailed a copy of the foregoing amended complaint to Honorable J. Connor Owens, Jr., attorney for the defendant and a copy to Honorable B. F. Stokes, III, attorney for Commercial Credit Corporation to their proper addresses.


Attorney for plaintiff, Walter Riggs.

FILED
OCT 28 1966
CLERK
RECEIVED

WALTER RIGGS and COMMERCIAL	:	IN THE CIRCUIT COURT OF
CREDIT CORPORATION, a	:	BALDWIN COUNTY, ALABAMA
corporation	:	
Plaintiffs	:	
VS.	:	
	:	AT LAW
ALLSTATE INSURANCE COMPANY,	:	
a non-resident corporation	:	
Defendant.	:	CASE NO. _____
	:	

D E M U R R E R

Comes now the Defendant in the above-styled cause and demurs, separately and severally, to the complaint filed herein, as last amended, and to each separate and several count thereof, separately and severally, and sets down and assigns as separate and several grounds of demurrer, the following, separately and severally:

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2. For that the allegations are not made in appropriate form.
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9. For that said count fails to aver that the plaintiffs complied with the conditions precedent to bringing this suit.

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12. For aught that appears the plaintiff has failed to file a proof of loss as is required by the policy.

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18. For that the use of the word "plaintiff" is vague, indefinite, and uncertain.

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21. For that said count fails to aver that the personal property was the property of the plaintiffs.

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44. For that said count does not state a cause of action on behalf of each Plaintiff.


J. Connor Owens, Jr.
Bay Minette, Alabama


Attorneys for Defendant
First National Bank Building
Mobile, Alabama

Of Counsel:

HAND, ARENDALL, BEDSOLE
GREAVES & JOHNSTON

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing pleading to C. LeNoir Thompson, Esquire, Attorney for Plaintiffs, by depositing a copy of same in the United States mail, postage prepaid, addressed to said attorney at his office in Bay Minette, Alabama, on this, the 22 day of November, 1966.

FILED

NOV 22 1966

ALICE L. DUCK, CLERK
REGISTER



7/6/10 0

Walter Ruggs & Co.
Allstate Ins. Co.

JURY LIST - MARCH 6, 1967 - SPRING SESSION

1. ~~Ball, Johnnie Ruth, Bookkeeper, Bay Minette~~
2. ~~Baskin, Lavon, Bay Minette~~
3. ~~Benik, Edward, Farmer, Belforest~~
4. ~~Benton, Thomas H., Farmer, Gulf Shores~~
5. ~~Cooper, Claude, Farmer, Rosinton~~
6. ~~Pierce, Arthur, Insurance, Fairhope~~
7. ~~Porter, Darrell Lee, Utility Man, Summerdale~~
8. ~~Mumich, Arthur, Merchant, Fairhope~~
9. ~~Matthews, Reid, Furniture Store Oper., Robertsdale~~
10. ~~Clemmons, W. P., Carpenter, Fairhope~~
11. ~~Cleveland, Lyle F., Nurseryman, Foley~~
12. ~~Byrne, Charles, Merchant, Foley~~
13. ~~Crawford, Harry E., Operator, Elberta~~
14. ~~Campbell, Acie, Farmer, Rosinton~~
15. ~~Bush, Hobson, Farmer, Bay Minette~~
16. ~~Hesse, Henry W., Linesman, Foley~~
17. ~~Harris, Guy H., Merchant, Foley~~
18. ~~Hastie, Joe H., Merchant, Stockton~~
19. ~~McGowan, Randolph, Jr., Store Keeper, Bay Minette~~
20. ~~McMillan, Raymond N., Farmer, Stockton~~
21. ~~Sanders, William C., Real Estate, Gulf Shores~~
22. ~~Spader, Aubrey, Office, Robertsdale~~
23. ~~Spivey, Roy, Bon Secour~~
24. ~~Stripling, Fred, Television Repair, Robertsdale~~
25. ~~Thompson, Robert W., Merchant, Foley~~
26. ~~Venson, Cecil, Civil Service, Stapleton~~
27. ~~White, John R., Utilities Man, Foley~~
28. ~~Parker, Floyd B., Millman, Stockton~~
29. ~~Nail, Wilber C., Farmer, Bon Secour~~
30. ~~Sanders, E. Frank, Banker, Foley~~
31. ~~Koehler, Frank, Farmer, Lillian~~
32. ~~Beverly, Mervin, Laborer, Robertsdale~~
33. ~~Blair, Dorothy L., - - Stapleton~~
34. ~~Boesch, Sarah, Bay Minette~~
35. ~~Nail, Glenn, Merchant, Robertsdale~~
36. ~~Crosby, James W., Bookkeeper, Foley~~
37. ~~Long, Volton, Electrician, Foley~~
38. ~~Bryars, Ewing E., Reserve Fleet, Bay Minette~~
39. ~~Weeks, William, Laborer, Magnolia Springs~~
40. ~~Earls, Doris K., Bay Minette~~
41. ~~DuBrock, George, Cabinet Maker, Fairhope~~
42. ~~Durant, Wilma W., - - - Bromley~~
43. ~~Durant, Percy N., Merchant, Bay Minette~~
44. ~~Watts, Latrice, Postman, Foley~~
45. ~~Jones, Sanford, Newport, Bay Minette~~
46. ~~Flowers, John B., Farmer, Gulf Shores~~
47. ~~Akers, Redus M., Insurance, Bay Minette~~
48. ~~Fuller, David, Motel, Spanish Fort-Daphne~~
49. ~~Hinote, Sherman R., Butcher, Robertsdale~~
50. ~~Hankins, C. E., Farmer, Robertsdale~~
51. ~~Duck, Jos Willison, Brookley Field, Bay Minette~~

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MOBILE JUL 29 1964

WALTER RIGGS,) IN THE CIRCUIT COURT OF
Plaintiff,) BALDWIN COUNTY
Vs.) ALABAMA
ALLSTATE INSURANCE) AT LAW
COMPANY, a non-resident)
corporation,)
Defendant.) CASE NO. 6100

ANSWERS TO INTERROGATORIES

1. Allstate Insurance Company.
2. Claim Manager, Mobile Office.
3. Yes.
4. Not applicable.
5. Yes.
6. On or about December 11, 1963. It was in effect on December 15, 1963.
7. Attached.
8. Yes.
9. December 15, 1963.
10. No, because the plaintiff has never submitted the proof of loss as required by the policy and he has refused to accept the cost of repairing the car, \$1,212.40, less his \$50.00 deductible, which amount should be payable to him and/or Commercial Credit Corporation, the mortgagee of the car and the

FILED
AUG 2 1964
MAE I. DICK, CLERK
REGISTER

MOBILE JUL 29 1964

- 2 -

person named under the loss payable clause of the policy. Allstate Insurance Company has at all times been ready, willing and able to meet its obligation under the policy, namely, to pay the reasonable cost of repair to the automobile caused by the plaintiff's driving said automobile into a tree, and, although the plaintiff at one time agreed to this and agreed to have said automobile repaired for the cost indicated, he subsequently retained an attorney and thereafter refused to do this or to discuss the matter.

ALLSTATE INSURANCE COMPANY

By Gil Kyker
Gil Kyker

STATE OF ~~ALABAMA~~ GEORGIA
COUNTY OF ~~MOBILE~~ FULTON

On this, the 13th day of August, 1964, there appeared before me Gil Kyker, Claim Manager of the Mobile Office of Allstate Insurance Company, who is known to me and to me known to be said Claim Manager, and who, upon first being duly sworn, does depose and say the following: I am the Claim Manager of the Mobile Office of Allstate Insurance Company and, as such, am authorized on behalf of said company to give the foregoing answers to the interrogatories propounded in this case. The factual allegations contained in said answer are known to me and known to me to be true.

Gil Kyker
Gil Kyker

Given under my hand and seal,
on this, the 13 day of August, 1964.

[Signature]
Notary Public, Mobile County, Alabama
My comm. expires 1-3-66

FULTON Co. GEORGIA

FILED

AUG 24 1964

MADE & MADE CLERK

WALTER RIGGS

Plaintiff

vs

ALLSTATE INSURANCE COMPANY, a
non-resident corporation

Defendant

X

X

X

X

X

X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. _____

-1-

That defendant is a non-resident corporation carrying on an automobile insurance business in the State of Alabama.

-2-

That on to-wit, December 11, 1963, in consideration of a premium paid by plaintiff to defendant, plaintiff was issued a written insurance policy by defendant whereby it insured plaintiff for a period from December 11, 1963, to October 19, 1964, under a \$50.00 deductible collision and comprehensive insurance policy on an automobile, to-wit:

1 - 1964 Rambler, Model No. 6409-7, 2 Dr. Hardtop in the value of \$3282.76 against all risks of loss or of damage to said automobile.

-3-

On December 15, 1963, said automobile was damaged to the extent of a total loss.

-4-

That at the time of said damage said automobile was of the reasonable value of \$3282.76.

-5-

That plaintiff promptly furnished defendant proof of loss and made demand upon defendant for payment of loss and damage, allowing said automobile at the instance of said plaintiff to be removed from a repair shop at Bay Minette, Baldwin County, Alabama, to a location designated by said defendant and the defendant has failed or refused to pay over to said plaintiff the value of said automobile in accordance with the said insurance policy No. 15 298 460 10-19.

PLAINTIFF REQUESTS TRIAL BY
JURY.

THOMPSON & WHITE

C. L. Thompson
Attorney for plaintiff

FILED
JUN 30 1964

C. L. Thompson
Attorneys for plaintiff

128

ALICE L. DUCK, CLERK
REGISTER

WALTER RIGGS X
Plaintiff X
vs X
ALLSTATE INSURANCE COMPANY, a X
non-resident corporation X
Defendant X

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

Comes the plaintiff in the above styled cause and propounds the following interrogatories to the defendant, Allstate Insurance Company, a non-resident corporation:

1. State your name.
2. State the capacity in which you represent yourself to be as an agent, servant or employee of the defendant herein.
3. Are you authorized to answer interrogatories addressed to the defendant?
4. If you are not, state the name of the individual authorized to answer said interrogatories.
5. Do the records of the defendant contain an insurance policy No. 15 298 460 10-19?
6. State the date said policy was put in effect by said company to the benefit of said plaintiff and whether or not said policy was in effect on December 15, 1963.
7. Attach a copy of the said insurance policy No. 15 298 460 10-19.
8. State whether or not the record of the defendant shows any knowledge on the part of the defendant that a 1964 Rambler automobile Model No. 6409-7, 2 Dr. Hardtop was wrecked or damaged.
9. State the date said accident occurred according to the records of the company.
10. State whether or not the records of the defendant show that the plaintiff in this cause has been paid under said policy the damages suffered to said automobile.

THOMPSON & WHITE

BY:

Attorneys for plaintiff

FILED

JUN 20 1964

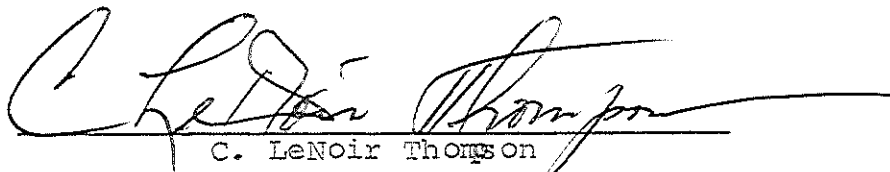
ALICE J. DUCK, CLERK
REGISTERED

STATE OF ALABAMA

BALDWIN COUNTY

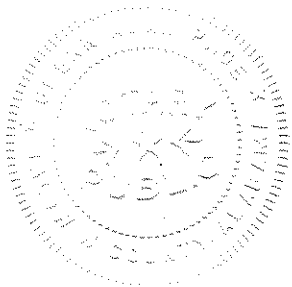
Before me, the undersigned Notary Public, in and for said State and County, personally appeared C. LeNoir Thompson, who being by me first duly sworn, deposes on oath and says as follows:

My name is C. LeNoir Thompson and I am one of the attorneys of record for the plaintiff in the above entitled cause, and as such, I am authorized to make this affidavit. I further state that the answer of the defendant to the foregoing interrogatories will, if truthfully made, be material evidence for the plaintiff on the trial of said cause.


C. LeNoir Thompson

Subscribed and sworn to before me by the said C. LeNoir Thompson on this the 30th day of June, 1964.


Notary Public, Baldwin County, Alabama



D. M. Broughton
2128 Seventh Avenue, South
Birmingham 3, Alabama

FILED

JUN 30 1964

ALICE I. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 6102

----- TERM, 19-----

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Allstate Insurance Company, a non-
resident corporation (serve D. M. Broughton, 2128 Seventh Avenue,
South, Birmingham 3, 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-----

Allstate Insurance Company, a non-resident corporation, Defendant---

by Walter Riggs-----

-----, Plaintiff---

Witness my hand this 30 day of June 1964

EX-7-6-64

Alice J. Week, Clerk

No. 6100

Page _____

The State of Alabama

Baldwin County

CIRCUIT COURT

WALTER RIGGS

Plaintiffs

vs.

ALLSTATE INSURANCE COMPANY,
a non-resident corporation

Defendants

Summons and Complaint

Filed _____ 19____

JUN 30 1964

Clerk

ALICE J. DUCK, CLERK
REGISTER

Serve
D. M. Broughton
2128 7th St

Thompson & White
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at _____

Received In Office

Executed this the 7 day of JULY 1964
on Allstate Insurance, Sheriff

Comp. have executed summons

non-Resident Corp.

by leaving a copy with _____ of _____ with
by leaving a copy _____

D. M. Broughton
agt.

MELVIN BAILEY, Sheriff
Jefferson County, Alabama

By H. E. Moore D.S.

Melvin Bailey, Sheriff of
Jefferson County, Alabama,
claims \$1.50 each for serving

1 process(es) and \$1.00
travel expense on each of

1 process(es) or a total of

\$2.50
H. E. Moore Deputy Sheriff

Sheriff

Deputy Sheriff

#6

WALTER RIGGS,)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY
Vs.)	ALABAMA
ALLSTATE INSURANCE)	AT LAW
COMPANY, a non-resident)	
corporation,)	
Defendant.)	CASE NO. 6100

D E M U R R E R

Comes now the defendant and demurs to the complaint herein and, for separate and several grounds of demurrer, sets down and assigns, separately and severally, the following:

1) That it does not state facts sufficient to constitute a cause of action against this defendant.

2) For that it does not appear with sufficient certainty wherein this defendant violated any duty owed by defendant to the plaintiff.

3) For that the averments set up, if true, do not show any liability on the part of this defendant.

4) For that there is no allegation that the plaintiff has complied with all conditions precedent to his right to maintain this action.

5) For that the full legal substance of said contract is not set forth.

6) For aught appearing, the plaintiff has not complied with all conditions precedent to his right to maintain this action.

7) For that the terms and conditions of said contract are not alleged, either in their full legal substance or in haec verba.


8) For that there is no allegation that said insurance policy provided that this defendant would pay to the plaintiff the full reasonable value of the automobile in question in the event of a total loss.

9) For aught appearing, the obligation of the defendant under said policy is limited to the cost to repair or replace the property or damaged part thereof with other property of like kind and quality.

10) For aught appearing, the obligation of this defendant under said insurance policy is limited to the cost of repairing the automobile in question.

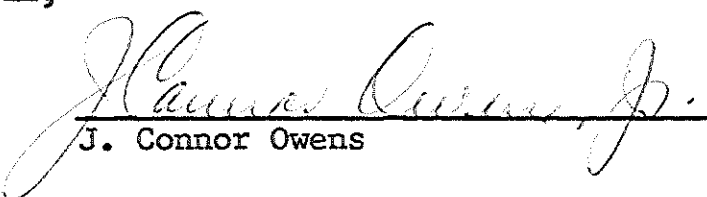
11) For that there is a non-joinder of necessary parties plaintiff to this cause.

12) For aught appearing, said automobile was mortgaged at the time complained of and said mortgagee is entitled to the proceeds of said policy sued for in this suit.


Paul W. Brock

Of Counsel:

HAND, ARENDALL, BEDSOLE,
GREAVES & JOHNSTON


J. Connor Owens

Of Counsel:

MASHBURN & OWENS

Defendant respectfully demands trial of this cause
by jury.

Paul Brock
Paul W. Brock

J. Connor Owens
J. Connor Owens

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing demurrer to C. Lenoir Thompson, Esq., attorney for plaintiff, by depositing the same in the United States Mail, postage prepaid, addressed to Mr. Thompson at his office in Bay Minette, Alabama, on this, the 28th day of July, 1964.

Paul W. Brock
Paul W. Brock

FILED

JUL 29 1964

ALICE I. HARRIS, CLERK
REGISTER

WALTER RIGGS and COMMERCIAL	:	IN THE CIRCUIT COURT OF
CREDIT CORPORATION, a	:	
corporation	:	BALDWIN COUNTY, ALABAMA
	:	
Plaintiffs	:	
	:	
vs.	:	
	:	
ALLSTATE INSURANCE COMPANY,	:	AT LAW
a non-resident corporation	:	
	:	
Defendant.	:	CASE NO. 6100

AMENDED ANSWER

Comes now the Defendant in the above-styled cause, and amends its answer heretofore filed, and for answer to each separate and several count of the complaint filed herein, as last amended, assigns the following separate and several pleas, separately and severally:

1. The material allegations thereof are untrue.

2. Not guilty.

3. Under the policy on which the plaintiffs sue, the plaintiffs are precluded from recovery against the defendant because the plaintiffs violated the following provision of the policy:

"In the event of loss, the insured shall: ...file with Allstate his sworn proof of loss in such form and including such information as reasonably may be required and shall, upon Allstate's request, exhibit the damaged property and submit to examinations under oath."

The defendant avers that neither of the plaintiffs has filed a sworn proof of loss with Allstate.

4. Under the policy on which the plaintiffs sue, the plaintiffs are precluded from recovery against the defendant

132 - 8

because the plaintiffs violated the following provision of the policy:

"In the event of loss, the insured shall: ...file with Allstate his sworn proof of loss in such form and including such information as reasonably may be required and shall, upon Allstate's request, exhibit the damaged property and submit to examinations under oath."

The defendant avers that neither of the plaintiffs has filed a sworn proof of loss with Allstate.

The policy also provides as follows:

"No action shall lie against Allstate until after full compliance with all the terms of this policy...."

The defendant avers that this action improperly lies against Allstate because of the failure of the plaintiffs to comply with the terms of the policy first set forth in this plea.

5. Under the policy on which the plaintiffs sue, the plaintiffs are precluded from recovery against the defendant because the plaintiffs violated the following provision of the policy:

"In the event of loss, the insured shall: (1) protect the automobile, whether or not the loss is covered by this policy, and any further loss due to the insured's failure to protect shall not be recoverable under this policy...."

6. In mitigation, the defendant avers that any liability on the part of Allstate in this cause is limited in accordance with the terms of the provision of the policy limiting Allstate's liability, which provision reads as follows:

"The limit of Allstate's liability is the actual cash value of the property, or if the loss is of a part its actual cash value at the time of loss, but not to exceed what it would then cost to repair or replace the property or part with other of like kind and quality; provided, however, the limit of liability for loss to any trailer is \$500."

J. Connor Owens, Jr.
Louis E. Braswell

Defendant demands a trial by jury.

J. Connor Owens, Jr.
J. Connor Owens, Jr.
Louis E. Braswell
Louis E. Braswell

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing pleading to C. L. New
Thompson, Esq., Attorney for Plaintiff by depositing a copy of same in the United States mail, postage prepaid, addressed to said attorney at his office in Bay Minette, Alabama on this, the 8 day of March, 19 67.

J. Connor Owens, Jr.

FILED

MAR 8 1967

ALICE J. BUCK, CLERK
REGISTER

13-2 J

WALTER RIGGS and	:	IN THE CIRCUIT COURT OF
COMMERCIAL CREDIT	:	BALDWIN COUNTY, ALABAMA
CORPORATION, a	:	
corporation,	:	
Plaintiffs	:	AT LAW 4100
v.	:	
ALLSTATE INSURANCE	:	
COMPANY,	:	
Defendant.	:	CASE NO. _____

D E M U R R E R

Comes now the defendant in the above-styled cause and demurs to each separate and several count of the complaint filed herein, as last amended, separately and severally, and sets down and assigns as separate and several grounds of demurrer, the following, separately and severally:

1. For that said complaint is not organized in the form required by Alabama law.
2. For that the allegations are not made in appropriate form.
3. For that said count is not complete in itself.
4. For that said count is merely a portion of the complaint, and it is necessary that several such portions be viewed together to ascertain the theory of liability.
5. For that said count is merely one paragraph of several paragraphs.
6. For that said count fails to aver that the plaintiff complied with the conditions incumbent upon the plaintiff.

7. For that said count fails to aver that the plaintiffs complied with the conditions incumbent upon the plaintiffs.

8. For that said count fails to aver that the plaintiff complied with the conditions precedent to bringing this suit.

9. For that said count fails to aver that the plaintiffs complied with the conditions precedent to bringing this suit.

10. For aught that appears the plaintiff has failed to comply with the conditions precedent.

11. For aught that appears the plaintiffs have failed to comply with the conditions precedent.

12. For aught that appears the plaintiff has failed to file a proof of loss as is required by the policy.

13. For aught that appears the plaintiffs have failed to file a proof of loss as is required by the policy.

14. For that there is a complete change of parties plaintiff.

15. For that there is a misjoinder of parties plaintiff.

16. For that there is a misjoinder of causes of action.

17. For that said count refers to "plaintiff" when two plaintiffs are alleged in the caption.

18. For that the use of the word "plaintiff" is vague, indefinite, and uncertain.

19. For that it is impossible to ascertain what is meant by the word "plaintiff."

20. For that said count fails to aver that the personal property was the property of the plaintiff.

21. For that said count fails to aver that the personal property was the property of the plaintiffs.

22. For that said count fails to aver that the personal property is the property of the plaintiff.

23. For that said count fails to aver that the personal property is the property of the plaintiffs.

24. For that said count fails to aver any damages.

25. For that the amount claimed in said count is not described as damages.

26. For that said count fails to comply with the Code count found at Title 7, Section 223(27), Code of Alabama of 1940, as last amended.

27. For that said count does not state facts sufficient to constitute a cause of action against the defendant.

28. For that it does not appear with sufficient certainty wherein this defendant violated any duty owed to the plaintiff.

29. For that it does not appear with sufficient certainty wherein this defendant violated any duty owed to plaintiffs.

30. For that the averments set up, if true, do not show any liability on the part of the defendant.

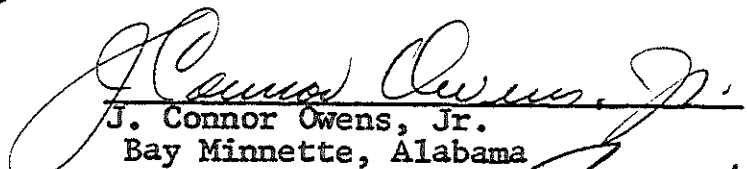
31. For that the full legal substance of the contract is not set forth.


32. For that the full legal substance of the policy is not set forth.

33. For that said count fails to allege the contract with sufficient certainty.

34. For that said count fails to allege the policy with sufficient certainty.

35. For aught that appears the obligation of the defendant under said policy is limited to the cost of repairing or replacing the automobile.


J. Connor Owens, Jr.
Bay Minnette, Alabama


Attorneys for Defendant
622 First National Bank Building
Mobile, Alabama

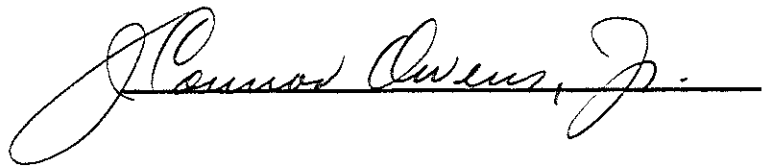
Of Counsel:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

FILED
DEC 20 1965
ALICE L. DUCK, CLERK
REGISTERED

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing pleading to C. LeNoir Thompson, Esq., Attorney for plaintiffs, by depositing a copy of same in the United States mail, postage prepaid, addressed to said attorney at his office in Bay Minette, Alabama, on this, the 20th day of December, 1965.

James Owens, Jr.

FILED

DEC 20 1965

W. L. DUCK, CLERK
ALBAMA A. DUCK, REGISTER

WALTER RIGGS and
COMMERCIAL CREDIT
CORPORATION, a
corporation,

Plaintiffs

v.

ALLSTATE INSURANCE
COMPANY,

Defendant.

: IN THE CIRCUIT COURT OF
:
: BALDWIN COUNTY, ALABAMA

: AT LAW

:

:

: Case No. _____

DEMURRER

Comes now the defendant in the above-styled cause and demurs to each separate and several count of the complaint filed herein, as last amended, separately and severally, and sets down and assigns as separate and several grounds of demurrer, the following, separately and severally:

1. For that said complaint is not organized in the form required by Alabama law.

2. For that the allegations are not made in appropriate form.

3. For that said count is not complete in itself.

4. For that said count is merely a portion of the complaint, and it is necessary that several such portions be viewed together to ascertain the theory of liability.

5. For that said count is merely one paragraph of several paragraphs.

6. For that said count fails to aver that the plaintiff complied with the conditions incumbent upon the plaintiff.

7. For that said count fails to aver that the plaintiffs complied with the conditions incumbent upon the plaintiffs.

8. For that said count fails to aver that the plaintiff complied with the conditions precedent to bringing this suit.

9. For that said count fails to aver that the plaintiffs complied with the conditions precedent to bringing this suit.

10. For aught that appears the plaintiff has failed to comply with the conditions precedent.

11. For aught that appears the plaintiffs have failed to comply with the conditions precedent.

12. For aught that appears the plaintiff has failed to file a proof of loss as is required by the policy.

13. For aught that appears the plaintiffs have failed to file a proof of loss as is required by the policy.

14. For that there is a complete change of parties plaintiff.

15. For that there is a misjoinder of parties plaintiff.

16. For that there is a misjoinder of causes of action.

17. For that said count refers to "plaintiff" when two plaintiffs are alleged in the caption.

18. For that the use of the word "plaintiff" is vague, indefinite, and uncertain.

19. For that it is impossible to ascertain what is meant by the word "plaintiff."

20. For that said count fails to aver that the personal property was the property of the plaintiff.

21. For that said count fails to aver that the personal property was the property of the plaintiffs.

22. For that said count fails to aver that the personal property is the property of the plaintiff.

23. For that said count fails to aver that the personal property is the property of the plaintiffs.

24. For that said count fails to aver any damages.

25. For that the amount claimed in said count is not described as damages.

26. For that said count fails to comply with the Code count found at Title 7, Section 223(26), Code of Alabama of 1940, as last amended.

27. For that said count does not state facts sufficient to constitute a cause of action against the defendant.

28. For that it does not appear with sufficient certainty wherein this defendant violated any duty owed to the plaintiff.

29. For that it does not appear with sufficient certainty wherein this defendant violated any duty owed to plaintiffs.

30. For that the averments set up, if true, do not show any liability on the part of the defendant.

31. For that the full legal substance of the contract is not set forth.

32. For that the full legal substance of the policy is not set forth.

33. For that said count fails to allege the contract with sufficient certainty.

34. For that said count fails to allege the policy with sufficient certainty.

35. For aught that appears the obligation of the defendant under said policy is limited to the cost of repairing or replacing the automobile.

36. For aught that appears the value of the automobile on, to-wit, January 15, 1964, was \$3,282.76; hence, the value of the automobile after the alleged damage on December 15, 1963 was \$3,282.76, and said automobile was not at that time a total loss.

37. For that said count fails to aver where the alleged theft took place.

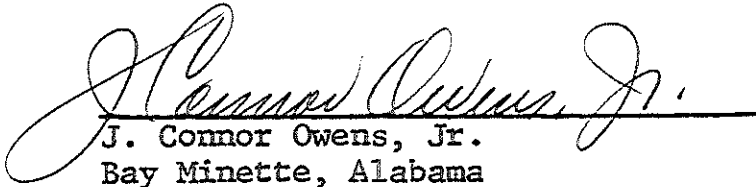
38. For that the language of the policy of insurance is not set forth.

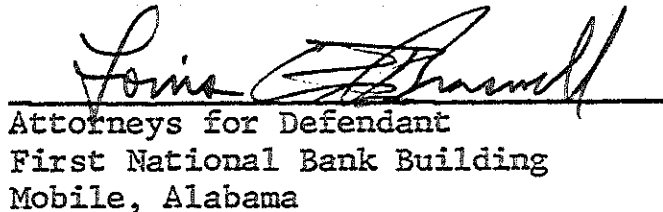
39. For that the provisions of the policy are not described with sufficient certainty.

40. For that the provisions of the policy should be set forth in haec verba.

41. For that the provisions of the policy should be set forth in haec verba or the policy should be attached to the complaint and incorporated therein by reference.

42. For aught that appears the alleged theft did not take place in Baldwin County, Alabama.


J. Connor Owens, Jr.
Bay Minette, Alabama

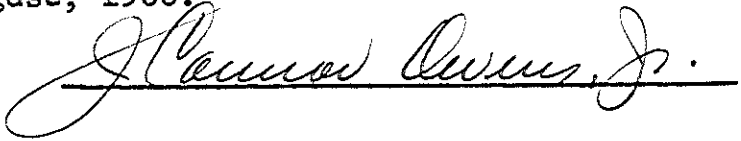

Attorneys for Defendant
First National Bank Building
Mobile, Alabama

Of Counsel:

HAND, ARENDALL, BEDSOLE
GREAVES & JOHNSTON

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing pleading to C. LeNoir Thompson, Esquire, Attorney for Plaintiffs, by depositing a copy of same in the United States mail, postage prepaid, addressed to said attorney at his office in Bay Minette, Alabama, on this, the 5th day of August, 1966.



FILED

AUG 5 1966

ALICE I. DUCK, CLERK
REGISTER

WALTER RIGGS,) IN THE CIRCUIT COURT OF
)
PLAINTIFF,)
) BALDWIN COUNTY,
)
VS.)
) ALABAMA
ALLSTATE INSURANCE COMPANY,)
a non-resident corporation,)
) AT LAW
DEFENDANT.)
CASE NO. 6100

MOTION TO STRIKE COMMERCIAL CREDIT CORPORATION, A CORPORATION,
AS A PARTY PLAINTIFF

Comes now, Commercial Credit Corporation, a corporation,
and moves the court to strike it as a party plaintiff to this
law suit and as grounds, states and shows unto the court that
it has not given its consent or authorization to be joined as
a party plaintiff herein, and further, the said, Commercial
Credit Corporation objects to being a party plaintiff herein.

B. J. Fisher III
ATTORNEY FOR PLAINTIFF
P. O. BOX 293, MOBILE, ALA.

FILED
MAY 24 1963
CLERK
J. J. DICK
REGISTER

WALTER RIGGS	X	
Plaintiff	X	IN THE CIRCUIT COURT OF
vs	X	BALDWIN COUNTY, ALABAMA
ALLSTATE INSURANCE COMPANY, a	X	AT LAW NO. _____
non-resident corporation	X	
Defendant	X	

Comes the plaintiff in the above styled cause and amends his complaint heretofore filed in said cause to read as follows:

WALTER RIGGS and COMMERCIAL	X	
CREDIT CORPORATION, a	X	IN THE CIRCUIT COURT OF
corporation	X	BALDWIN COUNTY, ALABAMA
Plaintiff	X	AT LAW NO. _____
vs	X	
ALLSTATE INSURANCE COMPANY,	X	
a non-resident corporation	X	
Defendant	X	

-1-

That the plaintiff herein is a resident citizen of Baldwin County, Alabama, and is over the age of 21 years and that plaintiff, Commercial Credit Corporation, 1870 Government Street, Mobile, Alabama, is a corporation doing business in Alabama, which corporation financed and holds a mortgage on the automobile, subject of this action.

-2-

That defendant is a non-resident corporation carrying on an automobile insurance business in the State of Alabama.

-3-

That on to-wit, December 11, 1963, in consideration of a premium paid by plaintiff to defendant, plaintiff was issued a written insurance policy by defendant whereby it insured plaintiff for a period from December 11, 1963, to October 19, 1964, under a \$50.00 deductible collision and comprehensive insurance policy on an automobile, being policy No. 15298460,

copy of declaration attached hereto and made a part hereof together with change of automobile on 12-10-63, copy attached hereto and made a part hereof, which automobile:

1 - 1964 Rambler, Model No. 6409-7, 2 Dr. Hardtop in the value of \$3282.76 against all risks of loss or of damage to said automobile.

-4-

On December 15, 1963, said automobile was damaged to the extent of a total loss and that at the time of said damage said automobile was of the reasonable value of \$3282.76.

-5-

That said defendant has failed or refused to pay the reasonable value of said damage in accordance with the insurance policy noted in paragraph 3 herein, which policy was issued by the said defendant and copy of declaration is attached hereto and made a part hereof.

-6-

The plaintiffs claim of the defendant \$3282.76 the value of 1 - 1964, Rambler, Model No. 6409-7, 2 Dr. Hardtop which the defendant on or about 12-10-63 insured against loss or damage in the policy of insurance mentioned, to-wit: Policy No. 15298460, which automobile was totally destroyed by accident on or about December 15, 1963, of which the defendant has had notice.

-7-

Plaintiff claims of the defendant the sum of Three Thousand (\$3,000.00) Dollars for the conversion by said defendant of the following personal property:

1 - 1964 Rambler, Model No. 6409-7, 2 Dr. Hardtop during the month of December, 1963.


Attorney for plaintiff.

FILED
NOV 29 1963
ALICE J. DICK, CLERK
REGISTER

NAME OF INSURED: Walter Lee Riggs
ADDRESS: Star Route, Bay Minette, Ala 36507
REQUEST BY: 12-10-57 TIME: 2:00 PM PHONE NO.:
INTERVIEW: 12-10-57 POLICY NUMBER: 15298460 EFF DATE: 1 C/R: ENDORSEMENT EFF:

THANKS FOR THE OPPORTUNITY TO SERVE YOU— WE'RE PLEASED TO IMPROVE YOUR PROTECTION ON THIS CHANGE OF PROTECTION FORM YOUR AGENT HAS INDICATED THE ADJUSTMENTS YOU DESIRE.

SECTION I
☐ CHANGE OF ADDRESS
☐ CHANGE OF OCCUPATION
☐ CHANGE IN USE OF CAR(S)
☐ CHANGE IN NAME
☐ OFFICE TRANSFER

SECTION II
☒ CHANGE OF CAR
☐ ADDITION OF CAR ONLY
☐ REMOVAL OF CAR ONLY
☐ CHANGE IN USE OF CAR(S)
☐ ADDITIONAL DRIVER (See Rating Section)

SECTION III
☐ ADD COVERAGE
☐ REMOVE COVERAGE
☐ INCREASE LIMITS
☐ REDUCE LIMITS
☐ SUSPEND
☐ REINSTATE
☐ CHANGE IN USE OF CAR(S)

SPECIAL INSTRUCTIONS: Change from Collision to 50.00 deductible

CHANGE OF NAME OR ADDRESS
DSO SALES AREA RATING COUNTY STATE ST

CHANGE OF CAR
CLASSIFICATION S CODES CT UP PGS

NEW NAME
NEW ADDRESS
CITY STATE ZIP CODE

ADD THIS CAR
MODEL YEAR CAR MAKE IDENTIFICATION NO
CYL BODY TYPE MOD SYM COST PURCH'D MO & YR NEW USED

Owns ☐ Rents ☐ Home ☐ Apt. ☐ Trailer ☐ Other
Will car be garaged? ☐ Yes ☐ No Has occupation changed? ☐ Yes ☐ No
"Yes," give new occupation and employers name and address:

AUTO AGENT'S NO MORTGAGE AUTO
AUTO COVERAGES & LIMITS RATE CLASS CODE PGS

Type of business:
Has use of car(s) changed? ☐ Yes ☐ No If "Yes," give complete rating information below. If "No" and Car is driven to work, give number of miles driven
One Way Weekly Total

CAR FULLY PAID FOR ☐ YES ☒ NO AMOUNT DUE: 2500
LOSS PAYABLE CLAUSE FOR MORTGAGE: ☒ YES ☐ NO EXTRA DAILY FOR MORTGAGE ☐ YES ☐ NO
NAME OF MORTGAGEE: Commercial Credit Corp
ADDRESS: 1350 South St Mobile Ala
SPEEDOMETER READING ESTIMATED ANNUAL MILEAGE
If this is an additional car, or if the car will be regularly driven by anyone other than the named insured, or use of car(s) has changed, give rating information below.
CANCEL THIS CAR MODEL YEAR CAR MAKE IDENTIFICATION NO
57 Buick 406024297

II CHANGE OF COVERAGE

COVERAGES	ADD Limits or Form	ITEM I ANNUAL PREMIUM	CANCEL Limits or Form	ITEM II ANNUAL PREMIUM	CANCEL Limits or Form
A BODILY INJURY LIABILITY					
B PROPERTY DAMAGE LIABILITY					
C BODILY INJURY BENEFIT					
C1 AUTO MEDICAL PAYMENTS					
D COLLISION	<u>50.00</u>				
MOTOR CLUB	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	TOTAL			

WHICH TYPE OF COLLISION INSURANCE BEST FOR NEEDS?
AGENT
FIS/P O-Y

V RATING INFORMATION

This section is to be completed whenever a change in the policy is being requested that involves an Additional Driver in the household, a New Driver, an Additional Car, or a Change in Use of Car(s).

PRINCIPAL USE OF CAR
☐ Pleasure Only ☐ Business ☐ Commercial
☐ To and From Work—Number of Miles Driven (One Way) (Weekly Total)
☐ Farm
Any Non-Farm Driving? ☐ YES ☐ NO
RATE CLASS

ADD THE FOLLOWING DRIVER:
(Name) First Middle Last (Age) (Birth Date)
Relationship To Named Insured
Marital Status: ☐ Married ☐ Single ☐ Divorced ☐ Sep ☐ Widowed
Drivers License or Permit No. Years Licensed
Year and Make of Car to be driven
ADDED DRIVER UNDER AGE 25: (Give following information also)
Date Licensed % of Use of Car
If % of use by under age 25 driver is less than 50%, attach completed young driver questionnaire, Form No. U463.

List all accidents in which added driver has been involved in last 5 years.

DATE	PLACE OF ACCIDENT	BODILY INJ OR DEATH	PROPERTY DAMAGE	TYPE OF VEHICLE PRIV PASS COMM

- These questions apply to accidents during past 3 years. If question applies to the driver being added to the policy, check the "YES" Box and enter accident date.
- | | YES | DATE |
|--|--------------------------|------|
| 1. Automobile lawfully parked. | <input type="checkbox"/> | |
| 2. Reimbursed by, or on behalf of, person responsible for the accident or have judgment against such person. | <input type="checkbox"/> | |
| 3. Automobile struck in rear end and applicant or person residing in his household was not convicted. | <input type="checkbox"/> | |
| 4. Other person involved in accident was convicted. Applicant or person in his household was not convicted. | <input type="checkbox"/> | |
| 5. Damaged by "hit-and-run" driver and accident reported to police within 24 hours from time of accident. | <input type="checkbox"/> | |
| 6. Operating a vehicle of a type not eligible for rating under plan. | <input type="checkbox"/> | |

Subject to the conditions on the reverse side, the Company hereby binds the requested change in the policy effective (Hour) 6:00 PM
(Month) 12 (Day) 10, 1957
Insured hereby agrees that the requested change in the policy shall not be effective until approved by the Company and an endorsement is issued.
☐ Order ☐ Not Req. AMOUNT PAID \$ ☐ Currency ☐ Check Agent's No. Office or Location Policyholder's Signature

ALLSTATE INSURANCE COMPANY

SUPPLEMENT PAGE

The POLICY PERIOD shall be as stated below and for such successive periods for which the required premium is paid.

THE DECLARATIONS

1. Number **15 298 460 10-19**

2. Name of Insured **WALTER L RIGGS**

3. Address **STAR ROUTE**
BAY MINETTE ALA

4. Description of the Automobile **57 BUICK**
4D6024297

Loss is payable as interest may appear to the named insured and

From **OCT 19, 1963**

To **OCT 19, 1964**

EST. A.M.
STANDARD
TIME

10-29 460 07
017

11 266031100
68 081010 621890

OFFICE USE ONLY

WINSTON JOHN
ALLSTATE

EXCEPTIONS, IF ANY TO DECLARATIONS 6 THROUGH 15:

SEARS, ROEBUCK AND CO. BLDG.

COVERAGES, LIMITS OF LIABILITY AND PREMIUMS

21 S. ROYAL ST. MOBILE, ALABAMA

5. The insurance afforded is only with respect to each coverage for which a premium is paid. The limit of Allstate's liability against each such coverage shall be as stated herein, subject to the terms of this policy and all endorsements thereto.

COVER-AGE	LIMITS OF LIABILITY		PREMIUM	COVER-AGE	LIMITS OF LIABILITY	PREMIUM
A BODILY INJURY LIABILITY	Each Person \$ 25,000	Each Occurrence \$ 100,000	\$ 34.50	D COLLISION	Actual Cash Value - Less Deductible For Each Loss \$ 100	\$ 31.00
B PROPERTY DAMAGE LIABILITY		Each Occurrence \$ 10,000	16.70	AUTO. HCOMP	Actual Cash Value As Described In Policy Or Endorsement	15.00
S BODILY INJURY BENEFIT	Each Person \$ 5,000	Each Accident \$ 10,000	3.80	J TOWING & LABOR COSTS	\$25.00 For Each Disbursement	2.00
C1 AUTO. MEDICAL PAYMENTS		Each Person \$ 2,000	10.00	X FAMILY LIABILITY	Each Occurrence \$	
C2 AUTOMOBILE DEATH INDEMNITY	Named Insured Principal Sum \$	Named Insured's Spouse Principal Sum \$		Y GUEST MEDICAL PAYMENTS	Each Person \$	
C3 AUTOMOBILE DISABILITY INCOME	Named Insured Weekly Indemnity \$	Named Insured's Spouse Weekly Indemnity \$		TOTAL PREMIUM \$ 113.00		

If "DD" appears after the deductible amount for Collision Coverage, Allstate pays the entire amount of each loss that exceeds \$100. For each such loss in excess of \$50 but less than \$100, the insured pays the difference between the amount of the loss and \$100.

Declarations 6 through 15 are on the reverse side

U-1660-2

Winston John
Counter-signed by Authorized Agent

WALTER RIGGS and COMMERCIAL
CREDIT CORPORATION, a
corporation

Plaintiffs

vs.

ALLSTATE INSURANCE COMPANY,
a non-resident corporation

Defendant.

:
IN THE CIRCUIT COURT OF
:
BALDWIN COUNTY, ALABAMA
:
:
:
AT LAW
:
CASE NO. 6100

A N S W E R

Comes now the Defendant in the above-styled cause, and
for answer to each separate and several count of the complaint
filed herein, as last amended, assigns the following separate
and several pleas, separately and severally:

1. The material allegations thereof are untrue.
2. Not guilty.

J. Connor Owens, Jr.
Louis E. Braswell

Defendant demands a trial by jury.

J. Connor Owens, Jr.
J. Connor Owens, Jr.
Louis E. Braswell
Louis E. Braswell

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct
copy of the foregoing pleading to *C. Lehair*
Thompson, Esq., Attorney for Plaintiff
by depositing a copy of same in the United States mail,
postage prepaid, addressed to said attorney at his off-
ice in Mobile, Alabama on this, the *27* day of
February, 19 *67*.

J. Connor Owens, Jr.

FILED

FEB 27 1967

ALICE L. BUCK, CLERK
REGISTER

132-n

WALTER RIGGS and COMMERCIAL	X		
CREDIT CORPORATION, a			
corporation	X	IN THE CIRCUIT COURT OF	
Plaintiffs	X	BALDWIN COUNTY, ALABAMA	
vs	X	AT LAW	NO. _____
ALLSTATE INSURANCE COMPANY,	X		
a non-resident corporation			
	X		
Defendant			
	X		

Come the plaintiffs in the above styled cause and amend their complaint as last amended to read as follows:

-1-

That the plaintiff herein is a resident citizen of Baldwin County, Alabama, and is over the age of 21 years and that plaintiff, Commercial Credit Corporation, 1870 Government Street, Mobile, Alabama, is a corporation doing business in Alabama, which corporation financed and holds a mortgage on the automobile, subject of this action.

-2-

That defendant is a non-resident corporation carrying on an automobile insurance business in the State of Alabama.

-3-

That on to-wit, December 11, 1963, in consideration of a premium paid by plaintiff to defendant, plaintiff was issued a written insurance policy by defendant whereby it insured plaintiff for a period from December 11, 1963, to October 19, 1964, under a \$50.00 deductible collision and comprehensive insurance policy on an automobile, being policy No. 15298460, copy of declaration attached hereto and made a part hereof together with change of automobile on 12-10-63, copy attached hereto and made a part hereof, which automobile:

1 - 1964 Rambler, Model No. 6409-7, 2 Dr. Hardtop in the value of \$3282.76 against all risks of loss or of damage to said automobile.

-4-

On December 15, 1963, said automobile was damaged to the extent of a total loss and that at the time of said damage said automobile was of the reasonable value of \$3282.76.

-5-

That said defendant has failed or refused to pay the reasonable value of said damage in accordance with the insurance policy noted in paragraph 3 herein, which policy was issued by the said defendant and copy of declaration is attached hereto and made a part hereof.

-6-

The plaintiffs claim of the defendant \$3282.76 the value of 1 - 1964, Rambler, Model No. 6409-7, 2 Dr. Hardtop which the defendant on or about 12-10-63 insured against loss or damage in the policy of insurance mentioned, to-wit: Policy No. 15298460, which automobile was totally destroyed by accident on or about December 15, 1963, of which the defendant has had notice.

-7-

That on to-wit, January 15, 1964, while the said policy was in full force and effect the said 1964 Rambler, 6 cylinder, Model No. 6409-7 of the value of \$3282.76 was stolen and plaintiff has sustained a direct loss by theft in the sum of \$3282.76 of which the defendant has had notice.

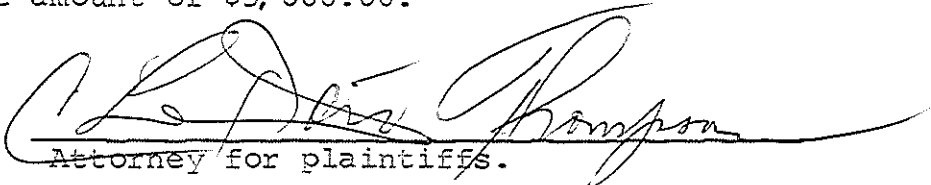
-8-

Plaintiff claims of the defendant the sum of Three Thousand (\$3,000.00) Dollars for the conversion by said defendant of the following personal property:


1 - 1964 Rambler, Model No. 6409-7, 2 Dr. Hardtop during the month of December, 1963.

-9-

That defendant has failed and refused to pay for said loss of \$3282.76 to the plaintiff although payment thereof was duly demanded prior to the commencement of this action. Plaintiff claims of the defendant damages for the breach of said insurance policy No. 15298460 in the amount of \$5,000.00.


Attorney for plaintiffs.

I hereby certify I have this 4th day of May, 1966, mailed a copy of the foregoing to Hon. J. Connor Owens, attorney for defendant and to Hon. Ben Stokes, attorney for Commercial Credit Corp. sending same postage prepaid.


Attorney for plaintiff

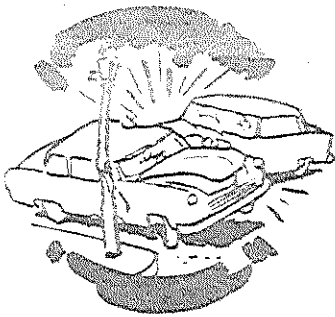
FILED

MAY 6 1966

ALICE L. DICK, CLERK
REGISTER

SECTION IV PROTECTION AGAINST LOSS TO THE AUTOMOBILE

Coverage D—Automobile Collision Insurance

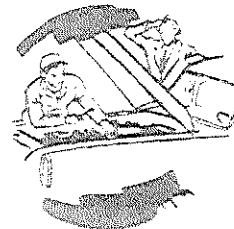
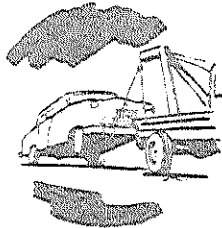


When collision damages your car

Allstate will pay for loss to the owned automobile or non-owned automobile, caused by collision, less the deductible amount stated on the Supplement Page, but the deductible amount shall not be deducted with respect to a collision involving the owned automobile and another automobile insured by Allstate.

Allstate will pay for loss to the owned automobile or non-owned automobile, except loss caused by collision, but including breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion.

Coverage J—Towing and Labor Costs



When your car won't go

Coverage H—Automobile Comprehensive Insurance



Fire



Theft



Glass Breakage
from any
Accidental Cause



Loss of Use
(from Theft)



Windstorm



Flood — Rising
Water

Allstate will pay costs for labor done at the place of disablement and for towing, made necessary by the disablement of the owned automobile or non-owned automobile.

Allstate will pay these additional costs

1. Loss to Wearing Apparel and Luggage:

Allstate will pay, not to exceed \$200 for each occurrence, for loss of wearing apparel and luggage of the named insured or relative, providing the loss is caused:

- (a) by a collision with respect to which this policy affords automobile collision insurance; or
- (b) by fire, lightning, flood or by theft of the entire automobile, and the loss is coincident with other loss with respect to which this policy affords automobile comprehensive insurance.

2. Transportation Expenses:

Allstate will reimburse the named insured for the cost of transportation:

- (a) from the place of disablement of the automobile

SECTION IV CONTINUED

to the place of intended destination, but not to exceed \$5 for each occurrence, provided the disbursement involves a loss with respect to which this policy affords automobile collision or automobile comprehensive insurance;

- (b) if there be a theft of the entire automobile, not to exceed \$8 per day nor a total of more than \$200, incurred during the period starting 48 hours after the report of the theft to Allstate and ending when Allstate offers settlement for the theft, and if automobile comprehensive insurance is afforded by this policy.

3. General Average and Salvage Charges:

Allstate will pay general average and salvage charges imposed with respect to the automobile being transported.

Named insured's right to appraisal

Upon demand, the named insured may have an appraisal of the loss. The named insured and Allstate shall each appoint and pay a competent and disinterested appraiser and equally share other appraisal expenses. The appraisers, or a judge of a local court of record, shall select an umpire who shall decide any differences. Each appraiser shall state separately the actual cash value and the amount of loss. An award in writing by any two such persons shall determine such amount.

Definitions of words used under this Section

The definitions of "named insured", "relative", "war", "temporary substitute automobile", "private passenger automobile", "utility automobile" and "automobile business" under Part I of Section I apply under this Section and additional definitions under this Section are:

1. "owned automobile" means the vehicle described on the Supplement Page and, as defined herein, any replacement automobile, any additional automobile, any temporary substitute automobile, and any trailer owned by the named insured;
2. "non-owned automobile" means a private passenger automobile or trailer not owned by the named insured or any relative, other than a temporary

substitute automobile, while said automobile or trailer is in the possession or custody of an insured or is being operated by him;

3. "replacement automobile" means any other private passenger or utility automobile of which the named insured acquires ownership; provided (a) it replaces the owned automobile, (b) notice of its delivery be given to Allstate within 60 days after delivery, and (c) the named insured pays any additional premium required;
4. "additional automobile" means any additional private passenger or utility automobile of which the named insured acquires ownership; provided (a) notice of its delivery be given to Allstate within 60 days after delivery and (b) the named insured pays any additional premium required;
5. "trailer" means a trailer designed for use with a private passenger automobile, if not being used for business purposes with other than a private passenger or utility automobile, and if not a home, office, store, display or passenger trailer;
6. "insured" means the named insured and (a) with respect to the owned automobile, any person or organization other than a carrier or bailee, maintaining, using or having custody of said automobile with the permission of the named insured; (b) any relative, with respect to a non-owned automobile not regularly furnished for his use;
7. "collision" means collision of an automobile covered by this policy with another object or with a vehicle to which it is attached or by upset of such automobile;
8. "loss" means direct and accidental loss of or damage to (a) the automobile, including its equipment, or (b) other insured property.

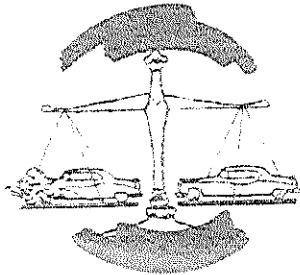
Exclusions—what this Section does not cover

This Section IV does not apply to:

1. any automobile while used as a public or livery conveyance;
2. loss due to war;
3. loss to a non-owned automobile arising out of its use by the insured in an automobile business;

4. damage which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, other than burning of wiring, unless such damage is the result of other loss covered by this policy; or
5. tires, unless damaged by fire, malicious mischief or vandalism, or stolen or unless the loss be coincident with and from the same cause as other loss covered by this policy.

Payment of loss



Equitable repair or replacement

Allstate may pay for the loss in money, or may repair or replace the damaged or stolen property. However, Allstate may, at any time before the loss is paid or the property is replaced, at its expense return any stolen property to the named insured, or at its option to the address shown on the Supplement Page, with payment for any resulting damage. Allstate may take all or part of the property at the agreed or appraised value and may settle any claim or loss either with the insured or the owner of the property.

Limit of Allstate's liability

The limit of Allstate's liability is the actual cash value of the property, or if the loss is of a part its actual cash value at the time of loss, but not to exceed what it would then cost to repair or replace the property or part with other of like kind and quality; provided, however, the limit of liability for loss to any trailer is \$500.

If there is other insurance

Allstate shall not be liable under this Section IV for a greater proportion of any loss than the applicable limit of liability of such Section bears to the total applicable limit of liability of all collectible insurance against such loss; provided, however, this policy with respect to a temporary substitute automobile or a non-owned automobile shall be excess over any other collectible insurance, and with respect to a replacement automobile or an additional automobile shall not apply against a loss with respect to which the named insured has other collectible insurance.

What you must do if there is a loss

In the event of loss, the insured shall:

1. protect the automobile, whether or not the loss is covered by this policy, and any further loss due to the insured's failure to protect shall not be recoverable under this policy; but reasonable expenses incurred in affording such protection shall be deemed incurred at Allstate's request; and
2. file with Allstate his sworn proof of loss in such form and including such information as reasonably may be required and shall, upon Allstate's request, exhibit the damaged property and submit to examinations under oath.

CONDITIONS

(The following conditions apply to all sections of the policy except where otherwise noted.)

1. When and Where the Policy Applies

This policy applies only to losses to the automobile, accidents and occurrences, during the policy period within the United States of America, its territories or possessions or Canada or between ports thereof, except that Part 2 of Section I applies to accidents and occurrences anywhere, and Part 1 of Section I, and Part 1 of Section III, and Section IV apply as respects the owned automobile only while it is owned as stated on the Supplement Page. Section II and Parts 2 and 3 of Section III shall apply only while Part 1 of Section I is in force.

CUSTOMER SERVICE REQUEST

NAME OF INSURED: Walter Lee Riggs

ADDRESS: Star Route, Bay, White, Ala

REQUEST BY: Walter Lee Riggs DATE: 12-10-67 TIME: 6:00 PM PHONE NO.:

INTERVIEW: 12-10-67 POLICY NUMBER: 15798460 EFF. DATE: / C/W: ENDORSEMENT EFF.:

THANKS FOR THE OPPORTUNITY TO SERVE YOU— WE'RE PLEASED TO IMPROVE YOUR PROTECTION

ON THIS CHANGE OF PROTECTION FORM YOUR AGENT HAS INDICATED THE ADJUSTMENTS YOU DESIRE.

SECTION I: CHANGE OF ADDRESS, CHANGE OF OCCUPATION, CHANGE IN USE OF CAR(S), CHANGE IN NAME, OFFICE TRANSFER

SECTION II: CHANGE OF CAR, ADDITION OF CAR ONLY, REMOVAL OF CAR ONLY, CHANGE IN USE OF CAR(S), ADDITIONAL DRIVER

SECTION III: ADD COVERAGE, REMOVE COVERAGE, INCREASE LIMITS, REDUCE LIMITS, SUSPEND, REINSTATE, CHANGE IN USE OF CAR(S)

SPECIAL INSTRUCTIONS: Change Coverage
Change Collision to 50.00
Excludable.

CHANGE OF NAME OR ADDRESS: 2

NEW NAME: Walter Lee Riggs

NEW ADDRESS: Star Route, Bay, White, Ala

CITY: Star Route STATE: Ala ZIP CODE: 36088

Owns: ☒ Rents: ☐ Home: ☐ Apt: ☐ Trailer: ☐ Other: ☐

Will car be garaged? ☐ Yes ☐ No Has occupation changed? ☐ Yes ☐ No

If "Yes," give new occupation and employers name and address:

Type of business: Commercial Credit Corp

Has use of car(s) changed? ☐ Yes ☐ No If "Yes," give complete rating information below. If "No" and Car is driven to work, give number of miles driven.

One Way: 15 Weekly Total: 30

CHANGE OF CAR: 4

MODEL YEAR: 1967 CAR MAKE: Chrysler IDENTIFICATION NO.: 15798460

ADD THIS CAR: ☒ REMOVE THIS CAR: ☐

CYL: 6 BODY TYPE: 2DR MOD SYM: 157 COST: 2700 PURCH'D: 15 MO: 6 YR: 7

AUTO AGENT'S NO.: 15798460 MORTGAGE: ☐ AUTO: ☒

AUTO COVERAGES & LIMITS: 50.00 RATE CLASS CODE: 157 PGS: 1

CAR FULLY PAID FOR: ☐ YES ☒ NO AMOUNT DUE: 2500

LOSS PAYABLE CLAIMS FOR MORTGAGE: ☐ YES ☒ NO EXTRA DAILY FOR MORTGAGE: ☐ YES ☒ NO

S2 / S3: Commercial Credit Corp

NAME OF MORTGAGEE: 15798460 ADDRESS: Star Route, Bay, White, Ala

SPEEDOMETER READING: 15798460 ESTIMATED ANNUAL MILEAGE: 15798460

If this is an additional car, or if the car will be regularly driven by anyone other than the named insured, or use of car(s) has changed, give rating information below.

CANCEL THIS CAR: ☐

MODEL YEAR: 1967 CAR MAKE: Chrysler IDENTIFICATION NO.: 15798460

CHANGE OF COVERAGE: 50.00

COVERAGE: 50.00

ITEM I: ANNUAL PREMIUM: 50.00

ITEM II: ANNUAL PREMIUM: 50.00

RATING INFORMATION: 50.00

PRINCIPAL USE OF CAR: Commercial

Any Non-Farm Driving? ☐ YES ☐ NO

ADD THE FOLLOWING DRIVER: 50.00

(Name) First: Walter Middle: Lee Last: Riggs (Age): 30 (Birth Date): 12-10-37

Relationship To Named Insured: Self

Marital Status: ☐ Married ☐ Single ☐ Divorced ☐ Sep. ☐ Widowed

Drivers License or Permit No.: 15798460 Years Licensed: 15798460

Year and Make of Car to be driven: 1967 Chrysler

ADDED DRIVER UNDER AGE 25: (Give following information also)

Date Licensed: 12-10-67 % of Use of Car: 100

If % of use by under age 25 driver is less than 50%, attach completed young driver questionnaire, Form No. U463.

Subject to the conditions on the reverse side, the Company hereby binds the requested change in the policy effective (Hour): 6:00 PM

Insured hereby agrees that the requested change in the policy shall not be effective until approved by the Company and an endorsement is issued.

WALTER RIGGS and COMMERCIAL
CREDIT CORPORATION,
a corporation

Plaintiffs

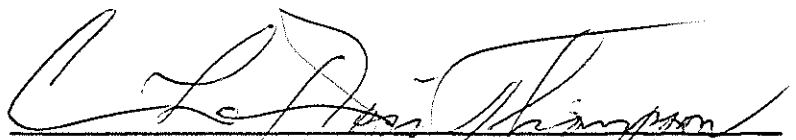
vs

ALLSTATE INSURANCE COMPANY,
a non-resident corporation

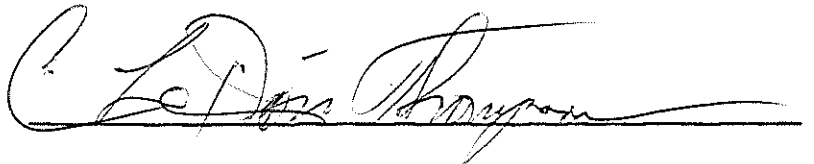
Defendant

*
* IN THE CIRCUIT COURT OF
*
* BALDWIN COUNTY, ALABAMA
*
* AT LAW NO. 6100
*

Comes now the plaintiff in the above styled cause and in replication to the amended answer filed by the defendant and separately and severally to paragraphs 3, 4, 5, and 6 thereof shows unto this Honorable Court that the said defendant, Allstate Insurance Company through its agent, servant, employee or adjuster with full power to make examinations, investigations and adjustments of loss and with the authority to waive conditions of the policy entered upon the investigation and adjustment of the loss took possession of the said automobile and removed it from Bay Minette, Alabama, to Mobile, Alabama, for the purpose of having same repaired, and had examinations and inspections made of said automobile prior to the date of the theft of said automobile from the possession of said insurance company or its employed repairmen, all of which is known to the said defendant.


Attorney for plaintiff, Walter Riggs

I hereby certify that I have delivered a copy of the foregoing replication to Honorable J. Connor Owens, Jr., attorney for the defendant by handing a copy of same to him this 13th day of March, 1967.



Filed 3-13-67
Aerie Jackson
Clerk

132-M