

MCCORVEY, TURNER, JOHNSTONE, ADAMS & MAY

ATTORNEYS AT LAW

NINTH FLOOR MERCHANTS NATIONAL BANK BUILDING

PHONE 433-5561 P. O. BOX 1070

MOBILE, ALABAMA 36601

DESSNER T. MCCORVEY
BEN D. TURNER
C. A. L. JOHNSTONE, JR.
R. F. ADAMS, SR.
JAMES L. MAY, JR.
ALEX T. HOWARD, JR.
J. JEPHTHA HILL
CHARLES B. BAILEY, JR.

October 23, 1965

C. M. A. ROGERS, III
DROCK B. GORDON
BEN H. HARRIS, JR.

Honorable Alice J. Duck
Clerk of the Circuit Court
Baldwin County Courthouse
Bay Minette, Alabama

Re: W. L. Patton, Sr., vs. London Guarantee, etc.
In the Circuit Court of Baldwin County,
Alabama - At Law - Case No. 6175

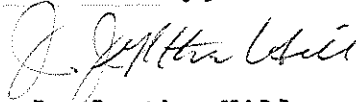
Dear Mrs. Duck:

Enclosed is our check for \$26.50 in payment of the cost bill. Please apply our check as soon as Mr. John Duck dismisses the lawsuit, which he will do in a few days since it has been settled.

Please then send me a notice over your signature advising that the case has been dismissed, as my client requires this before my file can be closed. Please also send a receipt for the payment of the cost bill.

Your kind assistance is most appreciated.

Sincerely,


J. Jephtha Hill

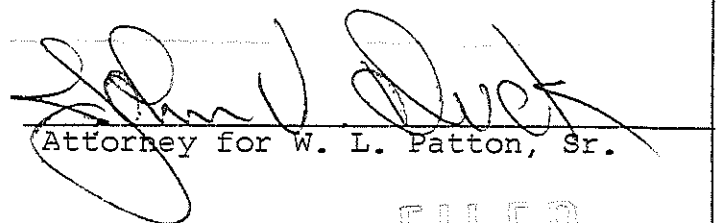
JJH:fe
Enclosure
cc: Mr. John V. Duck

W. L. PATTON, SR.,) IN THE CIRCUIT COURT OF
Plaintiff,) BALDWIN COUNTY, ALABAMA
vs.) AT LAW CASE NO. 6175
LONDON GUARANTEE, an Accident)
Company, a corporation,)
Defendant.)

TO: J. JEPHTHA HILL, ESQ., Attorney of Record for LONDON GUARANTEE,
an Accident Company, a corporation.

Please take notice that in the above stated cause pend-
ing in the Circuit Court of Baldwin County, Alabama, that W. L.
PATTON, SR., the Plaintiff, has filed a Motion, a copy of which is
hereto attached and marked "Exhibit A"; and that said Motion is set
for hearing before the said Court on the _____ day of
_____, 1965 at _____ A. M.

Witness my hand this the _____ day of _____,
1965.


Attorney for W. L. Patton, Sr.

FILED

MAY 27 1965

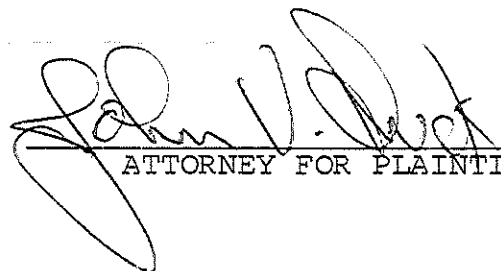
ALEX L. DUCK, CLERK
REGISTER

W. L. PATTON, SR.,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
vs.	)	AT LAW CASE NO. 6175
LONDON GUARANTEE, an Accident)	
Company, a corporation,)	
Defendant.)	

TO THE HONORABLE TELFAIR J. MASHBURN, JUDGE OF THE CIRCUIT COURT
OF BALDWIN COUNTY, ALABAMA:

Now comes the Plaintiff in the above styled cause and
moves the Court to compel, by Order, the Defendant to produce be-
fore the trial, the following instrument in its possession or
power, which is necessary and material to the trial of said cause
and containing evidence pertinent to the issues of the said trial,
to-wit:

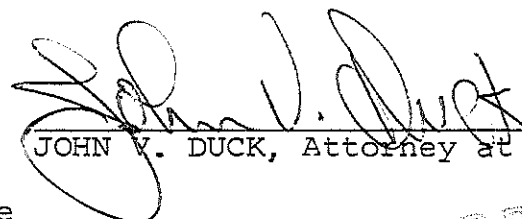
One Marine Insurance Policy, issued by the
Defendant, through the Agency of Maury
Insurance Agency, Fairhope, Alabama.


ATTORNEY FOR PLAINTIFF

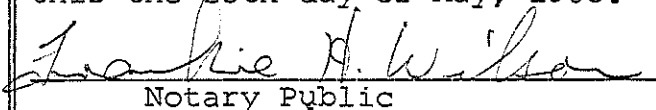
STATE OF ALABAMA

BALDWIN COUNTY

Before me, Frankie H. Wilson, a Notary Public
in and for said county and state, personally appeared JOHN V. DUCK,
known to me, who being duly sworn, deposes and says that he is of
counsel for the Plaintiff in the foregoing cause, and as such has
knowledge of the facts set out in the foregoing Motion; that the
document therein described contains evidence pertinent to the
issues in this cause and that it is necessary and material to a
proper disposition of this case.


JOHN V. DUCK, Attorney at Law

Sworn to and subscribed before me
this the 25th day of May, 1965.


Notary Public

618

*Continued to the next pleading
day - The Third Thursday in August, 1965.
Telfair J. Mashburn*

FILED

MAY 27 1965

CLERK
J. DUCK, REGISTER

W. L. PATTON, SR.,	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.	)	BALDWIN COUNTY, ALABAMA
LONDON GUARANTEE, an	)	AT LAW
Accident Company, a)	
Corporation,	)	CASE NO. 6175
Defendant.)	

Comes now the Defendant in the above-styled cause and for answer to Plaintiff's complaint in said cause as last amended makes the following separate and several pleas:

PLEA ONE

The allegations of the complaint are untrue.

PLEA TWO

Not guilty.

PLEA THREE

No liability against Defendant exists under the alleged contract of insurance referred to in the complaint because the boat described therein was unseaworthy at the outset of the policy term.

PLEA FOUR

No liability arose against the Defendant under the alleged contract of insurance referred to in the complaint because a condition of any liability on the Defendant was the fulfillment of the implied warranty that the vessel referred to in the complaint was seaworthy at the time the contract would have become effective but said vessel was in fact not then seaworthy.

MCCORVEY, TURNER, JOHNSTONE, ADAMS & MAY

By J. J. Turner
Attorneys for Defendant

FILED
MAR 10 1915
CLERK
REGISTERED

W. L. PATTON, SR.,

Plaintiff

VS.

LONDON GUARANTEE,
an Accident Company,
a Corporation,

Defendant

)

) IN THE CIRCUIT COURT OF

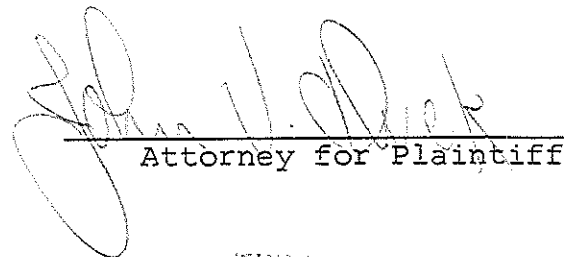
) BALDWIN COUNTY, ALABAMA,

) AT LAW: *NO. 6175*

)

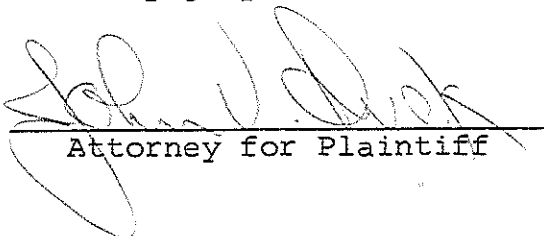
)

The Plaintiff claims of the Defendant the sum of THREE THOUSAND ONE HUNDRED SIXTEEN DOLLARS and TWENTY TWO CENTS (\$3116.22), the value of the boat "PAT-E-B JO II" which the Defendant on to-wit the 10th day of June, 1963, insured against loss or injury by the perils of the seas and other perils in the policy of insurance mentioned, which boat was damaged by a shipwreck in Mobile Bay on to-wit the 6th day of July, 1963, of which the Defendant has had notice.


Attorney for Plaintiff

Defendant can be served at
Maury Insurance Agency in
Fairhope, Alabama
Fairhope,

Plaintiff respectfully demands
trial by jury.


Attorney for Plaintiff

FILED
AUG 27 1964
ALICE L. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

Circuit Court, Baldwin County

STATE OF ALABAMA
BALDWIN COUNTY

No.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon LONDON GUARANTEE, an Accident Company,
a Corporation

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.....LONDON.....
GUARANTEE, an Accident Company, a Corporation....., Defendant.....
by W. L. PATTON, SR......
..... Plaintiff.....

Witness my hand this 27 day of August 1964

EX- 9-10-64 W. L. Patton, Sr. Clerk

No. 6175

Page.....

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

W. L. PATTON, SR.

Plaintiffs

1044
Wm vs. Mullan
LONDON GUARANTEE, an Accident

Company, a Corporation
Defendants

SUMMONS AND COMPLAINT

FILED
Filed 19.....

AUG 27 1964

..... Clerk
DUCK & LACEY
CLERK
REGISTER

RECEIVED

AUG 28 1964

DUCK & LACEY
Solicitors for Plaintiff

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
704 Government Street
Mobile, Alabama

Received In Office

8/27 19*64*

..... Sheriff

I have executed this summons

this *9-10* 19*64*
by leaving a copy with

L. M. Mullan
Manager

London Guarantee

Rae L. Bridges Sheriff
C. Villar Deputy Sheriff

W. L. PATTON, SR.,
Plaintiff,

vs.

LONDON GUARANTEE, an
Accident Company, a
Corporation,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW:

NO. 6175

Now comes the Defendant, London Guarantee and Accident Co., Ltd., and demurs to the Complaint in the above styled cause and as grounds therefor assigns, separately and severally, the following:

1. For that the Complaint fails to state a cause of action.
2. For that the Complaint is not in the form prescribed by the Code of Alabama.
3. For that the Defendant is not sufficiently advised as to the identity of the insurance policy referred to in the Complaint.
4. From aught that appears the insurance policy referred to in the Complaint was not in force at the time and place complained of in the Complaint.
5. For that the term of the insurance policy referred to in the Complaint is not alleged therein.
6. From aught that appears the Defendant owed no contractual duty to the Plaintiff at the time and place complained of in the Complaint.
7. From aught that appears the Defendant has breached no contractual duty which it owed to the Plaintiff at the time and place complained of in the Complaint.

MCCORVEY, TURNER, JOHNSTONE, ADAMS & MAY

BY

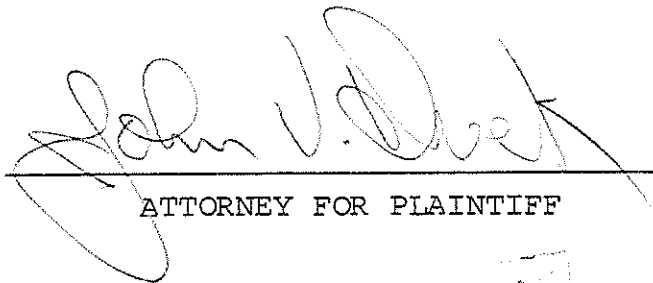
Alvin I. Duck
Attorneys for Defendant

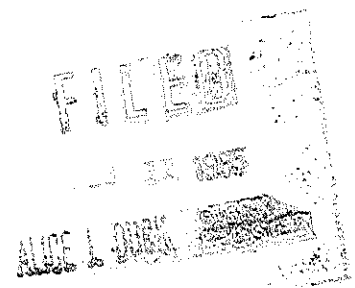
FILED
OCT 6 1931
ALVIN I. DUCK
CLERK
REGISTER

W. L. PATTON, SR.,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
vs.	)	AT LAW CASE NO. 6175
LONDON GUARANTEE AND ACCIDENT)	
COMPANY, a corporation,)	
Defendant.)	

Comes now the Plaintiff in the above styled cause, and amends the Bill of Complaint filed heretofore to read as follows:

The Plaintiff claims of the Defendant the sum of THREE THOUSAND ONE HUNDRED SIXTEEN AND 22/100 (\$3,116.22) DOLLARS, the value of the boat "PAT-E-B JO II" which the Defendant, on, to-wit: the 10th day of June, 1963, insured for one (1) year against loss or injury by the perils of the seas and other perils in the policy of insurance mentioned, which boat was damaged by a shipwreck in Mobile Bay on, to-wit: the 6th day of July, 1963, of which the Defendant has had notice.


 ATTORNEY FOR PLAINTIFF



W. L. PATTON, SR.,	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.	)	BALDWIN COUNTY, ALABAMA
LONDON GUARANTEE, an)	
Accident Company, a	)	AT LAW: 6175
Corporation,)	
Defendant.)	

Comes now the Defendant in the above styled cause and hereby demurs to the complaint in said cause as last amended and as grounds therefor assigns, separately and severally, the following:

1. For that the complaint fails to state a cause of action.
2. For that the complaint is not in the form prescribed by the Code of Alabama.
3. For that the Defendant is not sufficiently advised as to the identity of the insurance policy referred to in the complaint.
4. From aught that appears the insurance policy referred to in the complaint was not in force at the time and place complained of in the complaint.
5. For that the term of the insurance policy referred to in the complaint is not alleged therein.
6. From aught that appears the Defendant owed no contractual duty to the Plaintiff at the time and place complained of in the complaint.
7. From aught that appears the Defendant has breached no contractual duty which it owed to the Plaintiff at the time and place complained of in the complaint.
8. For that the complaint is not in the form prescribed by the Code of Alabama in that it fails to allege that the boat allegedly insured was wholly lost by the alleged shipwreck.
9. For that Plaintiff could not be entitled to receive "the value of the boat" as the measure of damages for an alleged injury to the boat.

10. For that it affirmatively appears that Plaintiff does not have a cause of action for "the value of the boat" upon the allegations that the boat was damaged but not that the same was wholly lost.

McCORVEY, TURNER, JOHNSTONE, ADAMS & MAY

By *Joseph H. Hill*
Attorneys for Defendant

FILED

FEB 16 1965

ALICE L. DICK, CLERK
REGISTER