

| | | |
|---------------------------------|---|-------------------------|
| LOUIS B. BROWN, |) | |
| Plaintiff, |) | IN THE CIRCUIT COURT OF |
| vs. |) | |
| ST. PAUL MERCURY INSURANCE |) | BALDWIN COUNTY, ALABAMA |
| COMPANY OF ST. PAUL, MINNESOTA, |) | |
| a non-resident corporation, |) | LAW SIDE NO. 6643. |
| Defendant. |) | |

DEMURRER:

Now comes the Defendant in the above styled cause and demurs to the complaint filed herein 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 plaintiff complied with the conditions precedent to bringing this suit.
8. For aught that appears the plaintiff has failed to file a proof of loss as is required by the policy.
9. For that said count fails to aver that the personal property was the property of the plaintiff.
10. For that said count fails to aver any damages.
11. For that the amount claimed in said count is not described as damages.

12. 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.

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

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

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

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

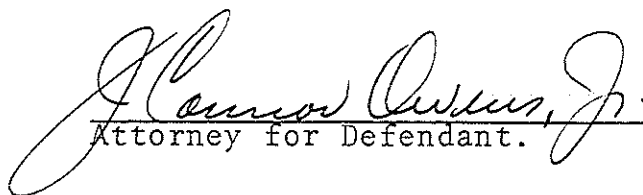
17. For aught that appears the obligation of the defendant under said policy is limited to the cost of repairing or replacing the automobile.

18. For aught that appears from said complaint, the defendant has the right under said policy to replace the said automobile of the plaintiff.

19. That said complaint does not allege that the plaintiff is the beneficiary under said policy of insurance.

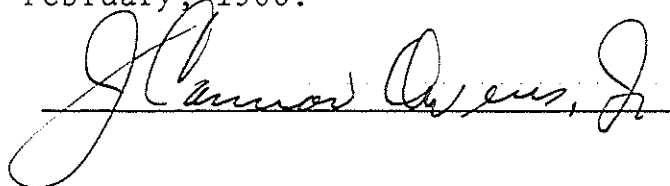
20. For aught that appears from the said complaint, the third party is the owner of the said policy.

21. For aught that appears from said complaint a third party is the beneficiary of said policy.


Attorney for Defendant.

I, the undersigned, do hereby certify that I have this day forwarded a copy of the foregoing instrument to C. LeNoir Thompson, Attorney of Record for the plaintiff in the above styled cause, properly addressed to him, with postage prepaid.

This 25th day of February, 1966.



FILED

FEB 25 1966

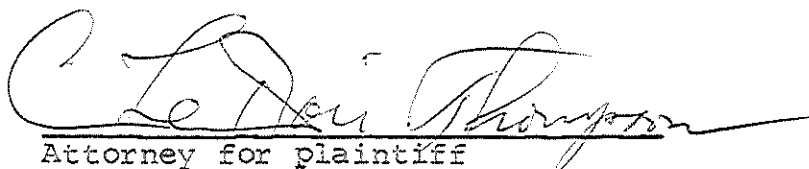
ALICE A. DICK
CLERK
REGISTER

LOUIS B. BROWN X
Plaintiff X IN THE CIRCUIT COURT OF
vs X BALDWIN COUNTY, ALABAMA
ST. PAUL MERCURY INSURANCE X AT LAW NO. 6643
COMPANY OF ST. PAUL, MINNESOTA, X
a non-resident corporation X
Defendant X

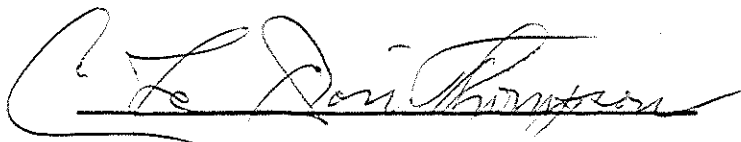
Comes the plaintiff in the above styled cause and
amends his complaint heretofore filed in said cause to
read as follows:

LOUIS B. BROWN and ATLAS X
AUTO FINANCE COMPANY, a X
corporation X IN THE CIRCUIT COURT OF
Plaintiffs X BALDWIN COUNTY, ALABAMA
vs X AT LAW NO. 6643
ST. PAUL MERCURY INSURANCE X
COMPANY OF ST. PAUL, MINNESOTA, X
a non-resident corporation X
Defendant X

1. Plaintiff claims of the defendant Twelve
Hundred (\$1200.00) Dollars, the value of one 1958 Cadillac,
4 Dr. Serial No. 5811023354 which the defendant on to-
wit, ^{Jan 3, 1965} December 29, 1964, insured against loss or injury by
fire and other perils in the policy of insurance mentioned
for one year which automobile was wholly destroyed by fire
on the 4th day of April, 1965, of which the defendant has
had notice.


Attorney for plaintiff

I hereby certify that I have this 63 day of
October, 1967, served a copy of the foregoing amended
complaint on Hon. J. Connor Owens, Jr., attorney for
defendant, by mailing a copy of the same to him, postage
prepaid to his office in Bay Minette, Alabama.



FILED

OCT 13 1967

ALICE J. DUCK CLERK
REGISTER

LOUIS B. BROWN

Plaintiff

vs

ST. PAUL MERCURY INSURANCE
COMPANY OF St. Paul, Minnesota,
a non-resident corporation

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 4643

The ends of justice requiring it, and it appearing to the satisfaction of the court that the following books, writings, documents or things, correspondence, reports, information to the St. Paul Insurance Company at Mobile, Alabama, or at any other address and to Atlas Finance Company at 425 West Garden Street, Pensacola, Florida, and to Mr. W. Jones, Adjuster for St. Paul Insurance Companies, 951 Government Street, Mobile, Alabama, are in the possession of C. J. Ebert, Jr., who is not a party to this cause, and that the same are necessary for use as testimony in this cause, it is, therefore,

Ordered that the Clerk do forthwith issue to the said C. J. Ebert, Jr., a subpoena duces tecum requiring him instantler to produce in court the books, writings, documents or things herein above described.

Dated this the 10th day of February, 1966.

Jelfair A. Maddox
Circuit Judge.

FILED

FEB 10 1966

ALICE A. DICK, CLERK
REGISTER

| | | |
|---------------------------------|---|-------------------------|
| LOUIS B. BROWN, |) | |
| Plaintiff, |) | IN THE CIRCUIT COURT OF |
| vs. |) | BALDWIN COUNTY, ALABAMA |
| ST. PAUL MERCURY INSURANCE |) | |
| COMPANY OF ST. PAUL, MINNESOTA, |) | LAW SIDE. NO. 6643. |
| a non-resident corporation, |) | |
| Defendant. |) | |

PLEA IN ABATEMENT

Comes the Defendant, by its attorney, appearing specially and solely for the purpose of this plea and none other, and says that in and by the policy sued on, it is provided as follows:

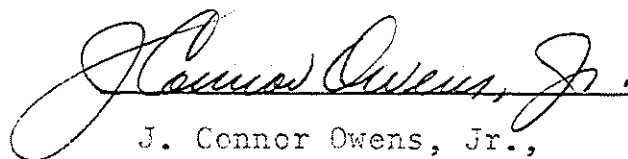
"In the event of an accident or loss, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the Insured to the Company or any of its authorized agents as soon as practicable."

"In the event of loss, the Insured shall file with the Company within 91 days after loss, his sworn proof of loss in such form and including such information as the Company may reasonably require and shall, upon the Company's request, exhibit the damaged property and submit to examination under oath."

"No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of the Policy, nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this Policy."

And this Defendant avers that the Plaintiff herein did not file with the Defendant, nor an agent, of it, within ninety-one (91) days from the date of said loss, a detailed proof of loss, signed and sworn to by the Plaintiff;

WHEREFORE, the Defendant says that the Plaintiff ought not to have and maintain this action, and that the same should be abated.

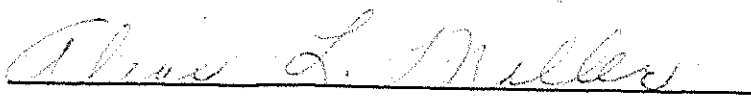
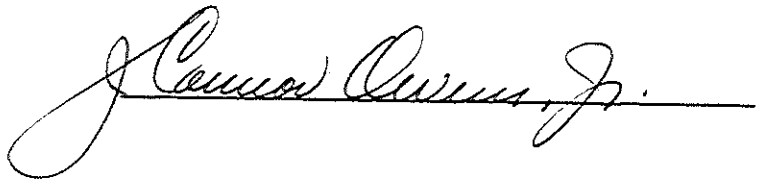

J. Connor Owens, Jr.,
Attorney for Defendant.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority within and for said County in said State, personally appeared J. Connor Owens, Jr., who being duly sworn, deposes and says that he is the attorney for the defendant in the foregoing action and that he is informed and believes, and upon such information and belief, says that the facts stated in the foregoing plea in abatement are true as therein set forth.

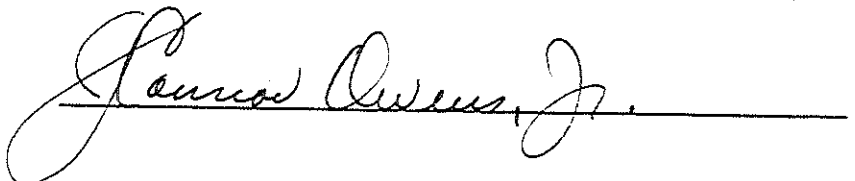
Sworn to and subscribed
before me on this the 3rd day
of September, 1965.



Notary Public, Baldwin County, Alabama.

I, J. Connor Owens, Jr., Attorney for the Defendant in the foregoing cause, do hereby certify that I have on this the 3rd day of September, 1965, served a copy of the foregoing plea in abatement to C. LeNoir Thompson, attorney for the plaintiff, by mailing a copy of the same to him, postage prepaid at his office in Bay Minette, Alabama.

Done this 3rd day of September, 1965.



FILED

SEP 3 1965

ALICE J. DUCK, CLERK
REGISTER

LOUIS B. BROWN

Plaintiff

vs

ST. PAUL MERCURY INSURANCE
COMPANY OF St. Paul, Minnesota,
a non-resident corporation

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6643

Comes C. LeNoir Thompson, attorney for Louis B. Brown,
plaintiff in said cause and shows unto this Honorable Court
as follows:


That C. J. Ebert, Jr., is an employee, owner or official
of the Ebert Agency of Foley, Alabama, acting as the agent
thereof; and,

That the said C. J. Ebert, Jr., in his capacity as said owner,
agent or employee has in his possession or under his control,
correspondence, reports, information to the St. Paul Insurance
Company at Mobile, Alabama, or at any other address and to Atlas
Finance Company at 425 West Garden Street, Pensacola, Florida and
to Mr. W. Jones, Adjuster for St. Paul Insurance Companies,
951 Government Street, Mobile, Alabama, which items, documents
or records are pertinent and material to the case of the said
plaintiff, Louis B. Brown; and,

That the issuance of a subpoena duces tecum is necessary,
the ends of justice requiring it, in order that said records,
correspondence and documents may be available to the said
plaintiff at that certain hearing set before the Circuit Court
of Baldwin County, Alabama, on to-wit: February 23, 1966, at
9:00 A.M.

WHEREFORE, your affiant moves this Honorable Court for an
order to the Clerk of said Court to issue to the said C. J.
Ebert, Jr., a subpoena duces tecum requiring him to produce in
said Court on the 23rd day of February, 1966, and thereafter as
ordered by said Court, the said correspondence, records,
writings, documents or things herein above described.

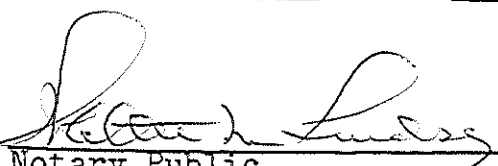
Dated this 10 day of Feb, 1966.



Sworn to and subscribed before me this 10 day of Feb,
1966.

FILED

FEB 10 1966


Notary Public

LOUIS B. BROWN

Plaintiff

vs

ST. PAUL MERCURY INSURANCE
COMPANY of St. Paul, Minnesota,
a non-resident corporation

Defendant

X

X

X

X

X

X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6643

-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 29, 1964, 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 29, 1964, to December 29, 1966, under a \$50.00 deductible collision and comprehensive insurance policy on an automobile, to-wit:

1 - 1958 Cadillac, 4 Dr. Serial NO. 5811023354 in the value of \$1200.00 against all risks of loss or of damage to said automobile.

-3-

On April 4, 1965, 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 \$1200.00, which plaintiff claims together with interest thereon.

-5-

That plaintiff promptly furnished defendant proof of loss and made demand upon plaintiff for payment of loss and damage. The said defendant has failed or refused to pay over to said plaintiff the value of said automobile in accordance with the said insurance policy No. 266ZJ2313.


Attorney for plaintiff

Service may be had on Mr. W. G. Hudson, 221 N. 21st Street, Birmingham, Alabama, for the defendant.

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 6643

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon St. Paul Mercury Insurance Company of St. Paul,
Minnesota, a nonresident 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 St. Paul Mercury
Insurance Co. of St. Paul, Minnesota, a non-resident corporation....., Defendant.....
by Louis B. Brown.....

....., Plaintiff.....

Witness my hand this.....17th.....day of.....August.....1965.....

EX-8-20-65

Alice D. Luck....., Clerk

No. 6643.....

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

LOUIS B. BROWN

Plaintiffs

vs.

ST. PAUL MERCURY INSURANCE CO., OF

ST. PAUL, MINNESOTA, a non-resident
Corporation Defendants

SUMMONS AND COMPLAINT

Filed August 17, 1965..

Alice J. Duck Clerk

*Leave W. G. Hudson
221 - no 21st*

C. LeNoir Thompson

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
serve: Mr. W.G. Hudson 221 N. 21st
Street, Birmingham, Ala.

RECEIVED
Received In Office

AUG 18 1965 19.....

TAYLOR WILKINS Sheriff

I have executed this summons

this 8 - 20 19 65

by leaving a copy with

*W. G. Hudson, mgr.
for St. Paul Mercury
Ins. Co.*

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

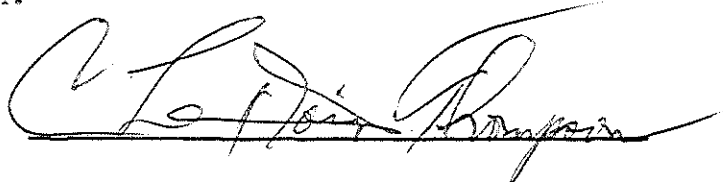
2000 Sheriff
Deputy Sheriff

Deputy Sheriff

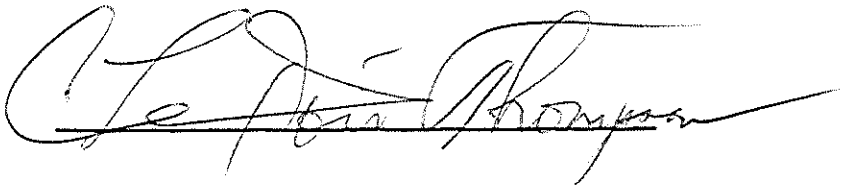
| | | |
|---------------------------------|---|-------------------------|
| LOUIS B. BROWN | X | |
| Plaintiff | X | IN THE CIRCUIT COURT OF |
| vs | X | BALDWIN COUNTY, ALABAMA |
| ST. PAUL MERCURY INSURANCE | X | AT LAW NO. 6643 |
| COMPANY OF St. Paul, Minnesota, | X | |
| a non-resident corporation | X | |
| Defendant | X | |

Comes Louis B. Brown by his attorney of record, C. LeNoir Thompson, and respectfully applies to the Circuit Court of Baldwin County, to issue a subpoena duces tecum directed to C. J. Ebert, Jr., in his capacity as owner, agent or employee of the Ebert Agency of Foley, Alabama, requiring him to furnish the plaintiff for use in Court, correspondence, reports, information to the St. Paul Insurance Company at Mobile, Alabama, or at any other address and to Atlas Finance Company at 425 West Garden Street, Pensacola, Florida, and to Mr. W. Jones, Adjuster for St. Paul Insurance Companies, 951 Government Street, Mobile, Alabama, and a copy of insurance policy of St. Paul Mercury Insurance Company of St. Paul, Minnesota, No. 266ZJ2313, which items, documents or records are pertinent and material to the case of the said plaintiff, Louis B. Brown.

Said records to be available for use in the Circuit Court of Baldwin County at the present term to be holden at the Courthouse on to-wit, 16 day of October, 1967, at 9:00 A.M. The said records to be used as evidence in the case of Louis B. Brown vs. St. Paul Mercury Insurance Company of St. Paul, Minnesota, a non-resident corporation.



Before me, the undersigned authority, personally appeared C. LeNoir Thompson who being duly sworn, deposes and says that he is attorney of record for Louis B. Brown and that the records described above presently in the possession or under the control of C. J. Ebert, Jr., in his capacity as owner, agent or employee of the Ebert Agency of Foley, Alabama, are pertinent and material to the above case.



Sworn to and subscribed before me this 13 day
of October, 1967.



Notary Public, Baldwin County, Alabama.

FILED

OCT 13 1967

ALICE J. DUCK

CLERK
REGISTER