

BROOKLEY FEDERAL CREDIT UNION, (	IN THE CIRCUIT COURT OF
a Corporation,	)
Plaintiff,	(
VS:	BALDWIN COUNTY, ALABAMA
GEORGE D. EALUM,	)
Defendant.	AT LAW
	(
	CASE NUMBER 6666

Comes now the Plaintiff in the above entitled cause and demurs to the Pleas heretofore filed in said cause by the Defendant as grounds therefore, sets down and assigns, separately and severally, the following separate and several grounds, to-wit:

1. For that said Plea is vague, uncertain and indefinite in that it attempts to allege the existence of a policy of insurance but fails to set out the terms thereon.

2. For that said Plea is vague, uncertain and indefinite in that it attempts to allege a written instrument but fails to set out the terms thereof.

3. For that said Plea attempts to allege the existence of an insurance policy but fails to identify same.

4. For that said Plea attempts to allege the existence of an insurance policy and fails to allege that the Defendant is the beneficiary thereof.

5. For that said Plea fails to set out a defense to Plaintiff's Complaint.

6. For that said Plea fails to set out or allege any matter on which Plaintiff can join issue.

7. For that said Plea fails to allege a material issue in which Plaintiff can join.

8. For that said Plea is frivolous in that it fails to confess and avoid Plaintiff's Complaint and fails to traverse same and fails to allege a material issue.

9. For that said Plea is a mere recitation of alleged irrelevant facts which are insufficient to allege a material issue and are insufficient to confess and avoid and are insufficient to traverse Plaintiff's Complaint.


10. For that said Plea is merely recitations and fact presenting no special matter and amount solely to a Plea of the general issue.

11. For that said Plea is unnecessarily prolix, irrelevant and frivolous in that the allegations thereof set out no special defense and are not responsive to Plaintiff's Complaint and fail to allege any matter on which Plaintiff can join issue.

12. For that the allegations of said Plea fail to set up a special defense and are mere argumentative denials of Plaintiff's Complaint not allowable at Law.


13. For that the allegations of said Plea contain only matters available to the Defendant on a Plea of the general issue.

14. For that said Plea attempts to allege estoppel quo modo but fails to allege facts sufficient to show that Defendant was misled to his prejudice by the Plaintiff.

  
WILLIAM L. GREEN, Attorney  
for the Plaintiff

#### CERTIFICATE OF SERVICE

I do hereby certify that I have on this 9th day of March, 1966, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States mail, properly addressed and first class postage prepaid.

  
WILLIAM L. GREEN

219

FILED

MAR 10 1966

WILLIAM L. GREEN  
CLERK  
U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

STATE OF ALABAMA

DEPARTMENT OF INSURANCE

I, the undersigned as Superintendent of Insurance for the State of Alabama, hereby certify that on the 28th day of February, 1966, I sent by registered mail in an envelope as follows:

Minnesota Mutual Life Insurance Company  
Victory Square  
St. Paul, Minnesota

REGISTERED MAIL  
RETURN RECEIPT REQUESTED

bearing sufficient prepaid postage, a copy of a summons and complaint served upon me by the Sheriff of Montgomery County, Alabama, in a cause styled as follows:

Brookley Federal Credit Union, a corporation, Plaintiff

in the Circuit Court of Baldwin County

VERSUS

(Name of Court)

George D. Ealum, Defendant

And that on the 7th day of March, 1966, I received the return card showing receipt by the designated addressee of said envelope on the 3rd day of March, 1966.

Witness my hand and official seal this the 8th day of March, 1966.

Walter S. Houscal  
SUPERINTENDENT OF INSURANCE

IN THE CIRCUIT COURT OF

Comes now the Defendant in the above styled cause and for answer to the complaint heretofore filed in said cause, states:

1. That he, the Defendant, before the bringing of this suit, had paid the note in full, therefore the Plaintiff should not recover in this cause.

2. That as a part of the note, the Plaintiff sues on, there was included an insurance policy numbered 4648-G, issued by the Minnesota Mutual Life Insurance Company, the purpose of which was to pay off any indebtedness on said note if the Defendant became permanently and totally disabled; that the Defendant became permanently and totally disabled on January 11, 1963; that the said policy was in force on January 11, 1963; that the Plaintiff was a beneficiary of said policy and therefore the Plaintiff should not recover in this cause.

3. Comes further the Defendant and, without in any way confessing the Plaintiff's claim or demand, as a defense to the action of the Plaintiff, says: That at the time said action was commenced, the Plaintiff and the Cross-Defendant were indebted to the Defendant in the sum of \$250.00, with interest thereon for this: the Defendant claims of the Plaintiff, as agent of the Minnesota Mutual Life Insurance Company, and of the Cross-Defendant, the Minnesota Mutual Life Insurance Company, TWO HUNDRED FIFTY DOLLARS (\$250.00) with interest thereon due on a policy numbered 4648-G, whereby the Minnesota Mutual Life Insurance Company on the 6th day of June, 1962, insured the Defendant against becoming permanently and totally disabled, who became

permanently and totally disabled on the 11th day of January, 1963, of which the Plaintiff and the Cross-Defendant have had notice. Said policy is the property of the Defendant, George D. Ealum; ~~that~~ the Plaintiff was a beneficiary of said policy.

The Defendant, George D. Ealum avers that said policy was issued as a part of the note that the Plaintiff sues on; that the premiums on said policy were included as a part of said note. The Defendant, George D. Ealum further avers that the Plaintiff received a commission from the Cross-Defendant upon the issuance of said policy.

WHEREFORE, for all of which said injuries the Plaintiff and Cross-Defendant are indebted to the Defendant in the sum of \$250.00 which the Defendant hereby offers to set off against the demand of the Plaintiff, and he claims judgment for the excess.

J. CONNOR OWENS, JR.

By: Walter J. Patton  
Associate,  
Attorney for Defendant.

I, the undersigned, do hereby certify that I have this day mailed a copy of the foregoing to William L. Green, Attorney of Record for the Plaintiff in the above styled cause, properly addressed, with postage prepaid.

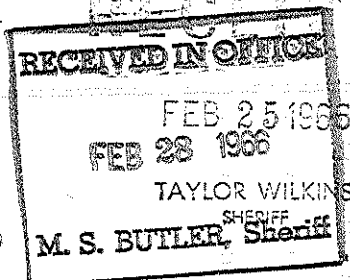
This 24 day of February, 1966.

Walter J. Patton

FILED  
FEB 24 1966  
ALICE I. DUCK, CLERK  
REGISTER

2290

6666



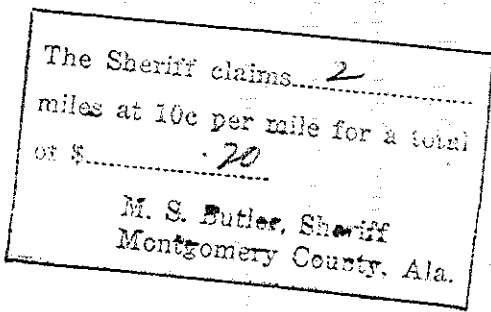
(2)

Executed by serving 2 copies of  
the within on Walter S. Hunsell  
Superintendent  
of Insurance, State of Alabama  
This The 28 day of Feb 1966

Sheriff of Montgomery County

M. S. Butler,

By J. B. [Signature] D. S.



Brookley Federal Credit  
Union

B

George D. Ealom

FILED

FEB 24 1966

ALICE I. DICK, CLERK  
REGISTER

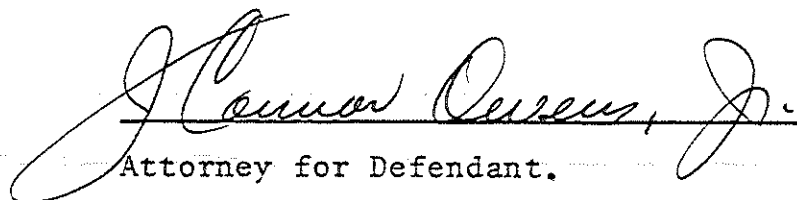
2 copies to be removed  
to: Supt. Insurance  
Montgomery, Ala.

BROOKLEY FEDERAL CREDIT UNION,	)	
a Corporation,	)	
	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	
	)	BALDWIN COUNTY, ALABAMA
vs.	)	
GEORGE D. EALUM,	)	
	)	LAW SIDE.
Defendant.	)	

DEMURRER:

Now comes the Defendant in the above styled matter and for demurrer to the complaint filed in said cause shows unto this Honorable Court as follows:

1. That said complaint fails to state a cause of action.

  
Attorney for Defendant.

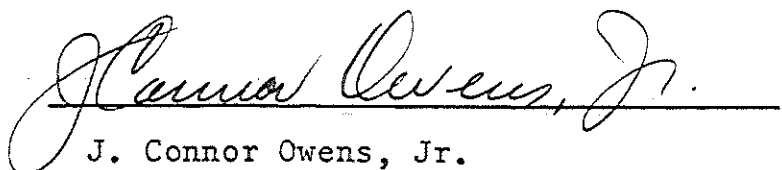
I, J. Connor Owens, Jr., do hereby certify that I have this day served a copy of the foregoing demurrer on the Honorable William L. Green, Attorney for the Plaintiff, by mailing a copy thereof to him by mail, postage prepaid, properly addressed to him at his office in Mobile, Alabama.

This 23rd day of September, 1965.

FILED

SEP 24 1965

ALICE L. DUCK, CLERK  
REGISTER

  
J. Connor Owens, Jr.

BROOKLEY FEDERAL CREDIT UNION,	*	IN THE CIRCUIT COURT OF
a Corporation,	*	
	*	
Plaintiff,	*	BALDWIN COUNTY, ALABAMA
	*	
VS:	*	AT LAW
	*	
GEORGE D. EALUM,	*	
	*	
Defendant.	*	CASE NUMBER <u>6664</u>

COUNT ONE

The Plaintiff claims of the Defendant, the sum of ONE HUNDRED TWENTY-EIGHT AND 61/100 (\$128.61) DOLLARS, due from him by promissory note made by him on, to-wit: the 6th day of June, 1962, and payable on, to-wit: the 18th day of August, 1964, with interest thereon.

Plaintiff avers that by the terms of said note Defendant waived all right of exemption under the Constitution and Laws of the State of Alabama and agreed to pay a reasonable Attorney's fee which Plaintiff avers to be the sum of THIRTY-EIGHT AND 58/100 (\$38.58) DOLLARS. Plaintiff claims the benefit of such waiver and such fee.

WHEREFORE, Plaintiff claims judgment against the Defendant for the total sum of ONE HUNDRED SIXTY-SEVEN AND 19/100 (\$167.19) DOLLARS, with the interest thereon.

  
 WILLIAM L GREEN, Attorney for  
 the Plaintiff

Address of Defendant:  
 Perdido, Alabama

FILED  
 AUG 27-65  
 312-603



SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA  
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 6666

.....TERM. 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon George D. Ealum

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.....  
George D. Ealum....., Defendant.....

by Brookley Federal Credit Union, A Corp.....  
..... Plaintiff.....

Witness my hand this 30.....day of August..... 19 65.

EX-9-8-65

..... Clerk

No. 6666

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

BROCKLEY FEDERAL CREDIT UNION

a corp

Plaintiffs

vs.  
GEORGE D. EALUM

Defendants

SUMMONS AND COMPLAINT

Filed 8-30- 1965

Alice J. Duck

Clerk

William L. Green

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED

Received In Office

AUG 30 1965

19.....

TAYLOR WILKINS

SHERIFF

Sheriff

I have executed this summons

this 9-8 1965

by leaving a copy with

George D Ealum

Taylor Wilkins Sheriff

W. C. Zeller Deputy Sheriff

BROOKLEY FEDERAL CREDIT UNION, a corporation,	)	IN THE CIRCUIT COURT OF
	{	BALDWIN COUNTY, ALABAMA
Plaintiff,	{	
=vs=	{	LAW SIDE
GEORGE D. EALUM,	{	NO. 6666
Defendant.	{	

Comes now The Minnesota Mutual Life Insurance Company, third party Defendant in the above styled cause, and demurs to the complaint of the third party Plaintiff heretofore filed in said cause and to each cause of action therein, jointly and separately, and as grounds therefor assigns, jointly and separately, the following:

1. For that the third party complaint fails to state a cause of action against the third party Defendant.
2. For that the third party complaint is not in the form required by the rules of this Honorable Court.
3. For that the form of the third party complaint fails to comply with the provisions of Act No. 854 of the Regular Session of the Legislature of Alabama, 1965.
4. For that it appears from the records on file in this Court that the above entitled action was filed on August 30, 1965 and prior to the adoption and approval of Act No. 854 of the Regular Session of the Legislature of Alabama, 1965.
5. For that Act No. 854 of the Regular Session of the Legislature of Alabama, 1965, does not apply to actions pending when it was enacted on September 2, 1965.
6. For that the allegation of the third party complaint that "the Defendant . . . became permanently and totally disabled on the 11th day of January, 1963" is but the statement of a conclusion of the pleader and no facts are alleged therein in support of said conclusion.
7. For aught that appears from the allegations of the third party complaint Policy Numbered 4648-G made the basis of

the third party complaint was not in full force and effect at the time of Plaintiff's alleged permanent and total disability.

8. For that it affirmatively appears from the allegations of the third party complaint that the third party Plaintiff was not a beneficiary of the policy mentioned therein.

9. For aught that appears from the allegations of the third party complaint the Plaintiff in the above entitled cause was the only beneficiary of the policy mentioned therein.

MCCORVEY, TURNER, JOHNSTONE, ADAMS & MAY

By Brock B. Gordon  
Attorneys for The Minnesota Mutual  
Life Insurance Company

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 28<sup>th</sup>  
day of March, 1966, served a copy of the  
foregoing pleading on counsel for all parties to this  
proceeding by mailing the same by United States mail,  
properly addressed, and first class postage prepaid.

Brock B. Gordon

