

ARMBRECHT, JACKSON & DEMOUY
LAWYERS

MERCHANTS NATIONAL BANK BUILDING

P. O. BOX 290

MOBILE, ALABAMA

36601

AREA CODE 205
PHONE 432-6751

CABLE ADDRESS
SEALAW

WM. H. ARMBRECHT
THEODORE K. JACKSON
MARSHALL J. DEMOUY
WM. H. ARMBRECHT, III
RAE M. CROWE
BROOK G. HOLMES
W. BOYD REEVES
JOHN GROW
LOUIS H. ANDERS, JR.
FRANK B. MCRIGHT

October 19, 1966

Mrs. Alice J. Duck, Clerk
Circuit Court of Baldwin County
Baldwin County Courthouse
Bay Minette, Alabama 36507

Re: Edward Stallworth v. The Great
United Life Insurance Company,
Mobile, Alabama
At Law - Case No. _____

Dear Mrs. Duck:

Enclosed please find Pleas which we wish to file on behalf of the
Defendant in the above captioned case. We have mailed a copy to James
W. Howell, Esquire, Attorney for the Plaintiff.

Very truly yours,

ARMBRECHT, JACKSON & DeMOUY

By:

Brook G. Holmes (ba)
BROOK G. HOLMES

BGH:ba
Encl.

STATEMENT

JAMES W. HOWELL

ATTORNEY AT LAW

FOLEY, ALABAMA 36535

POST OFFICE BOX 206

AREA CODE 205-943-3602

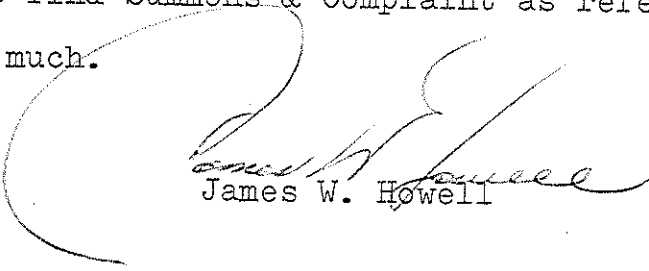
September 27, 1966

Mrs. Alice Duck
Circuit Clerk
Bay Minette, Alabama

RE: Summons & Complaint, The Great United Life Ins. Co./Stallworth

Enclosed please find Summons & Complaint as referenced above.

Thank you very much.



James W. Howell

JWH:ec
enc:

JAMES W. HOWELL
ATTORNEY AT LAW
FOLEY, ALABAMA 36535

Post Office Box 206

Area Code 205-943-3602

August 9, 1967

Mrs. Alice Duck
Circuit Clerk
Baldwin County
Bay Minette, Alabama

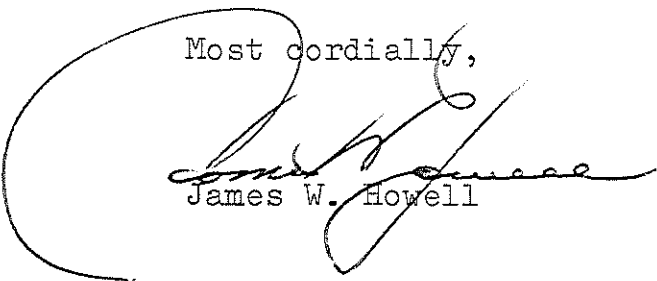
RE: Edward Stallworth Vs.
The Great United Life Ins. Co.,
Mobile, Ala. - Case No. 7196

Dear Mrs. Duck:

Please dismiss the above referenced court case
and send the court cost bill direct to Mr. Y. D. Lott, Jr.,
attorney, Armbrecht, Jackson & Demouy, P.O. Box 290,
Mobile, Alabama 36601.

Thank you very much.

Most cordially,



James W. Howell

JWH:ec

cc: Y. D. Lott, Jr., Attorney

S U M M O N S

STATE OF ALABAMA)
COUNTY OF BALDWIN)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, NO. 7196

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE HEREBY COMMANDED TO SUMMON The Great United Life Insurance Company, Mobile, 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 The Great United Life Insurance Company, Mobile, Alabama, Defendant, by Edward Stallworth, Plaintiff.

WITNESS my hand this 3 day of ^{Oct}September, 1966.

Amiegh-nu-ck Clerk.

EDWARD STALLWORTH

PLAINTIFF

VS

THE GREAT UNITED LIFE INSURANCE
COMPANY, MOBILE, ALABAMA

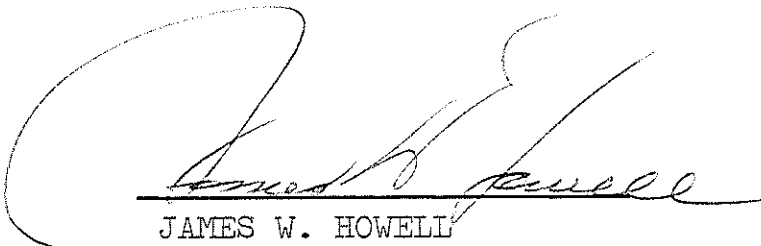
DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW, NO. 7196

COUNT ONE

Plaintiff claims of the Defendant the sum of Five Hundred Dollars (\$500.00), plus interest, due on a policy, whereby the Defendant, on the 12th day of December, 1965 insured the life of Oliver Randell against the loss of life by natural and/or accidental means, that said insured died on the 13th day of January, 1966, at which said time said policy was in full force and effect and of which the Defendant has had notice and has refused to pay according to the terms of said policy. Said policy is the property of the Plaintiff.



JAMES W. HOWELL

Attorney for Plaintiff

SUMMONS MAY BE SERVED AT: 809 Government Street
Mobile, Alabama

FILED
OCT 3 1966
JAMES A. DICK, CLERK
REGISTER

Executed
Oct 4, 1966

son 5631
7196

47
San Pres
Edward Stallworth

Received 3 day of Oct 66
and on 4 day of Oct 66
I send a copy of the within *JHC*
Great United Life Ins.

by service on *J W Jeter*
President
TAYLOR WILKINS, Sheriff
By *K Sauchland* D, S.

The Great United
Life Ins Co
J W Jeter

FILED
OCT 9 1966
ALICE J. DICK, CLERK
REGISTRY

BY
OCT 11 9 16 AM '66
REC'D. SHERIFF DEPT.
MOBILE COUNTY, ALA.

J. W. Hamell

EDWARD STALLWORTH,)	IN THE CIRCUIT COURT OF
	(
Plaintiff,	*	BALDWIN COUNTY, ALABAMA
)	
vs.	(
	*	
THE GREAT UNITED LIFE)	AT LAW
INSURANCE COMPANY,	(
MOBILE, ALABAMA,	*	
	*	
Defendant.)	CASE NO. _____
	(

P L E A S

Comes now the Defendant in the above styled cause and for answer to the Complaint and to each and every count thereof, separately and severally, files the following separate and several pleas:

1. The allegations of the Complaint are untrue.

2. Defendant avers that in the application of the policy sued on, the said Oliver Randell gave the answer "Yes" in response to the question "Is Applicant now in good health?" and the answer "No" in response to the question "Has applicant been sick in past year?", and said answers by the insured, Oliver Randell, was a representation which was false in that, in the one-year period immediately prior to the making of said application, on, to-wit: The 21st day of December, 1965, and at the time of making said application, the insured, Oliver Randell, was not in good health but then had a terminal illness from which he later died on January 13, 1966. And Defendant avers that said misrepresentation was made by the said Oliver Randell with actual intent to deceive the Defendant, and Defendant was deceived thereby, and, in reliance on said representation, Defendant issued the policy sued on. Wherefore, Plaintiff cannot recover herein.

3. Defendant avers that in the application of the policy sued on, the insured, Oliver Randell, on, to-wit: The 21st day of December, 1965, gave the answer "No" in response to the question "Has life proposed consulted a physician or been confined to a hospital clinic, or asylum within past ten years for any Disease, Operation or injury?" And said answer by the insured, Oliver Randell, was a representation which was false in that within the said ten-year period immediately preceding the said application, Oliver Randell had consulted a physician for a disease or diseases. The Defendant avers that said misrepresentation was made by the insured with actual intent to deceive the Defendant, and Defendant was deceived thereby, and, in reliance on said representation, Defendant issued the policy sued on. Wherefore, the Plaintiff cannot recover herein.

4. Defendant avers that in the application of the policy sued on, the insured, Oliver Randell, on, to-wit: The 21st day of December, 1965, gave the answer "No" in response to the question "Has life proposed consulted a physician or been confined to a hospital clinic, or asylum within past ten years for any Disease, Operation or injury?" And said answer by the insured, Oliver Randell, was a representation which was false in that within the said ten-year period immediately preceding the said application, Oliver Randell had consulted a physician for a disease or diseases. The Defendant avers that the said diseases were diseases which increased the risk of loss under said policy and that, in reliance on said misrepresentation made by the insured, Defendant issued the policy sued on. Wherefore, Plaintiff cannot recover.

5. Defendant avers that in the policy sued on, it is provided, "EFFECTIVE DATE -- The policy will take effect on the Policy Date, provided the first premium is paid and the policy is delivered to and accepted

by the Insured, all while he is alive and in good health." And Defendant avers that on the policy date, to-wit: December 27, 1965, and at all times thereafter, including the time when the policy was delivered to the insured, the insured, Oliver Randell, had a terminal illness from which he died on January 13, 1966. Wherefore, Plaintiff cannot recover.

6. Defendant avers that in the policy sued on, it is provided, "EFFECTIVE DATE -- The policy will take effect on the Policy Date, provided the first premium is paid and the policy is delivered to and accepted by the Insured, all while he is alive and in good health." And Defendant avers that the said "first premium" was not paid by the insured or anyone else on his behalf. Wherefore, Plaintiff cannot recover.

7. Defendant avers that in the application of the policy sued on, the said Oliver Randell gave the answer "Yes" in response to the question "Is Applicant now in good health?" and the answer "No" in response to the question "Has applicant been sick in past year?", and said answers by the insured, Oliver Randell, was a representation which was false in that, in the one-year period immediately prior to the making of said application, on, to-wit: The 21st day of December, 1965, and at the time of making said application, the insured, Oliver Randell, was not in good health but then had a terminal illness from which he later died on January 13, 1966. The Defendant avers that the said illness was an illness which increased the risk of loss under said policy and that, in reliance on said misrepresentation, made by the insured, Defendant issued the policy sued on. Wherefore, Plaintiff cannot recover.

ARMBRECHT, JACKSON & DeMOUY

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 19th day of OCTOBER, 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.

By: Brook G. Holmes

BROOX G. HOLMES

FILED

OCT 30 1966

MADE A DUCK, CLERK
REGISTER