JURY LIST - SEPTEMBER 11, 1967 . 1. Hudson, Homer, Standard Furniture Co., Bay Minette 2. Carlisle, D. C., Newport, Bay Minette 3. Helms, Kenneth B., Civil Service, Elberta Hirz, Donald, Civil Service, Elberta 5 Irwin, Alvin A., Farmer, Gateswood 6. Hobbs, Tom, Farmer, Rosinton Calloway, John, Cisherman, Gulf Sa 8 Bloch, John, Farmer, Elberta Drantrey, C. C., Contractor: Bay Minette LO: Brooks, Frank, Mechanic, Foley 11. Jerkins, Albert E., Farmer, Stapleton 12. Johnston, Jessie, Retired, Foley 13. Beasley, Wilson C., Store Owner, Bay Minette 14 King, H. H. King, Harmer, Stapleton T5. Bishop, George O., Merchant, Fairhope 16. Brackman, W. K., Farmer, Foley 17 Akers, Mrs. R. M, Collector, Bay Minette 18. Allegri, Angelo, Carpenter, Fairhope 19. Netson, Durwood F., Farmer, Fairhope 20. Norsworthy, John C., Clerk, Bay Minette 21. Parker, Willard, Farmer, Bon Secour 22. Peavy, Thelma, Housewife, Bon Secour Prestey, Guy T., Farmer, Lottie 24. Baggett, H. M., Civil Service, Stapleton 25 Faulk, Billy, Barber, Robertsdale 26 Fell, Near J., Earmer, Lillian 27 Dyess, Roy, Farmer, Rosinton 28. Dyess, Wm. W., Earmer, Robertsdale 29. Turk, Thera W., Gateswood 30. Miller, Albert Ernest, Clerk, Bay Minette 31. Miller, David A., Contractor, Summerdale 32. Trawick, Walter, Laborer, Bay Minette 330 Rider, Charles, Woodsman, Bay Minette 34. Yarbrough, Ralph R., Filling Station, Bay Minette 35. Whitten, Lewis S., Electrician, Fairhope 36. Windham, Carl T., Paper Co., Robertsdale 37. Wharton, Mary J., Housewife, Foley 38. White, Earnest, Farmer, Robertsdale 39: Weeks, Harry J., Nurseryman, Foley. Dog Grimes, Roy A., Newport, Bay Minette 41 Bauer, Hilbert, Farmer, Summerdale 42. Ruple, LeRoy, Engineer, Bay Minette 3-Keenan, Ruben A., Oil Dealer, Robertsdale 45. Fuqua, Damon L., Govit Emp., Gulf Shores 46. Gause, Eleanor, Stockton 47. Beasley, John, Banker, Fairhope 48. Hammond, Cecil C. Truck Operator, Bay Minette 49. Jones, Chester, Western Auto., Robertsdale 50: Frank, Lawrence J., Farmer, Elberta 51. Emmons, Floyd, Postal Employee, Bay Minette

10:1153 Phillips VS. The Invelor Ins (6)

KAXX XXXXXX XXXX XXXX

THE MAKE KAKEN FIXEM C

STATE OF ALABAMA BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon The Travelers Insurance Company, a corporation, to appear within thirty days from the service of this writ in the Circuit Court to be held for said county at the place of holding the same, then and there to answer the complaint of Kay Marshall Phillips, a minor, suing by her mother and next friend, Bertha Faye Funk.

WITNESS my hand this 11th day of November, 1966.

alie V. Duck

		the state of the s		
K. MARSHALL PHILLIPS, a minor, suing by her	X			
mother and next friend, BERTHA FAYE FUNK	X	IN THE CIR	CUIT COURT OF	
Plaintiff Vs. The Travelers Insurance Company, a corporation	I	BALDWIN CO	UNTY, ALABAMA,	
	X	AT LAW	case no. <u>225</u>	3
	X		,	
	X			
Defendant	X			

The Plaintiff claims of the Defendant FIVE THOUSAND (\$5,000.00) DOLLARS due on a policy whereby the Defendant insured the life of Louis R. Phillips, who died on the 19th day of November, 1965, of which the Defendant has had notice; said policy is the property of the Plaintiff.

WILTERS & BRANTLEY

BY: Attorney for the Plaintiff

Plaintiff demands a trial by jury.

WILLERS & BRANTLEY

BY: Jeller M Brande

Attorney for the Plaintiff

The Travelers Insurance Company agent in Bay Minette, Alabama, is Milton Wilson, Court House Square

EX-11-15-66

EILED Novii 1980 Mark Mill, Carrie

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW CASE NO. 2233

AT LAW CASE NO. 2233 acelyed (1 day of 100 196)

Ind on 15 day of 202 196)

K. MARSHALL PHILLIPS, A minor, on Covelles Consumers.

K. MARSHALL PHILLIPS, A minor suing by her mother and next friend, BERTHA FAYE FUNK

By service on Willow Wilco

Plaintiff

TAYLOR WILKINS, She

Vs.

The Travelers Insurance Company, a corporation

Defendant

WILTERS & BRANTLEY Attorneys at Law

ELLED WOV II 1966 K. MARSHALL PHILLIPS, a minor, suing by his mother and next friend, BERTHA FAYE FUNK,

Plaintiff,

VS.

THE TRAVELERS INSURANCE COMPANY, a corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
NO. 7253

DEMURRER TO AMENDED COMPLAINT

Now comes the defendant, by its attorney, and demurs to the amended complaint filed in this cause by the plaintiff on to-wit, February 9, 1967, and to each and every count thereof, separately and severally, and as grounds of such demurrer assigns, separately and severally, the following:

- 1. It does not state a cause of action.
- 2. The allegations of the amended complaint are conclusions of the pleader.
- 3. The allegations of the amended complaint are vague, indefinite and uncertain.
- 4. The allegations of the amended complaint are vague, indefinite and uncertain in that it does not allege how or in what way the defendant insured the life of Louis R. Phillips.
- 5. The allegations of the amended complaint are vague, indefinite and uncertain in that it does not allege when the defendant insured the life of Louis R. Phillips.
- 6. No facts are alleged to show the date on which the said policy of insurance took effect.
- 7. No facts are alleged to show the period of time covered by the insurance policy referred to in the amended complaint.
- 8. No facts are alleged to show against what risk the defendant insured the life of Louis R. Phillips.
- 9. No facts are alleged to show the conditions on which the defendant's liability under the said policy of insurance attached.

Attorney for Defendant

I hereby certify that I mailed a copy of the foregoing demurrer to Wilters & Brantley, Bay Minette, Alabama, attorneys for the plaintiff, by first class mail, postage prepaid and properly addressed, on this the 27 day of February, 1967.

Aftorney for Defendant

FILE

FFH 27 1967

AMI I MAR CLERK

K. MARSHALL PHILLIPS, a minor, suing by his mother and next friend, BERTHA FAYE FUNK.

VS.

Plaintiff,

THE TRAVELERS INSURANCE COMPANY, a corporation,

Defendant.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA NO. 7253 AT LAW

PLEAS

Q Q

Now comes the defendant and for pleas to the complaint as last amended and to each count thereof, separately and severally, says:

- The allegations of the amended complaint are untrue.
- The policy of insurance on which this suit is brought insured Louis R. Phillips, subject to all the provisions, EXCLUSIONS and conditions of the said policy, against loss, to the extent therein provided, resulting from accidental bodily injuries which are the direct and independent cause of the loss, are sustained by the insured and occur during the term of the said policy.

The exclusions in the said policy of insurance and which are a part thereof are as follows:

"The insurance under this Policy shall not cover suicide (sane or insane) or any attempt thereat, hernia of any type, or the contracting of disease; nor shall it cover any loss caused or contributed to by (1) disease or medical or surgical treatment therefor except pus forming infection which shall occur through an accidental cut or wound. (2) declared or undeclared war or any act thereof, (3) injuries occurring while in any of the armed forces (land, water, or air) of any country or international authority at war, whether or not declared (in which event the pro rata unearned premium will be refunded), or (4) injuries occurring while operating, learning to operate, or serving as a member of a crew of, an aircraft, or while in or on any aircraft operated by or under the direction or authority of any military, naval, air, or other armed force or in falling or otherwise descending therefrom or therewith, or injuries occurring in consequence of travel or flight in any aircraft except while traveling

(a) as a passenger in an aircraft operated by a

passenger airline on a regularly scheduled passenger trip over its established route, or

(b) as a passenger in a powered civil aircraft of United States or Canadian registry having a valid and current airworthiness certificate issued by the duly constituted authority of the government of the United States or Canada having jurisdiction over civil aviation, and operated by a duly licensed or certificated pilot, while such aircraft is being used for transportation only and not for any purpose such as testing, experimenting, or any other purpose except the sole purpose of transportation."

The said Louis R. Phillips committed suicide on, towit, November 19, 1965, by shooting himself with a pistol, because of which the plaintiff ought not to recover in this case.

> 13lackleur Attorney for Defendant

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CERTIFICATE OF SERVICE

I confify that a copy of the foregoing pleading has been served apar classil for et pases o this priceday, by melling the same teresh by Franciass United States Mail, properly and essed and postage prepaid on this & & day

K. MARSHALL PHILLIPS, a minor, suing by his mother and next friend, BERTHA FAYE FUNK,

Plaintiff,

VS.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 7253

THE TRAVELERS INSURANCE COMPANY, $\hat{\emptyset}$ a corporation,

Defendant.

DEMURRER TO COMPLAINT

Now comes the defendant, by its attorney, and demurs to the complaint heretofore filed in this cause, and as grounds of such demurrer assigns, separately and severally, the following:

- 1. It does not state a cause of action.
- 2. The allegations of the complaint are vague, indefinite and uncertain.
- 3. The allegations of the complaint are vague, indefinite and uncertain in that it does not allege when the defendant insured the life of Louis R. Phillips.
- 4. No facts are alleged to show the date on which the said policy of insurance took effect.
- 5. No facts are alleged to show the period of time covered by the insurance policy referred to in the complaint.
- 6. No facts are alleged to show against what risk the defendant insured the life of Louis R. Phillips.
- 7. No facts are alleged to show the conditions on which the defendant's liability under the said policy of insurance attached.

DEC 6 1966

i Diot Clerk La Publicación Attorney for Defendant

B. Blocklury

I hereby certify that I mailed a copy of the foregoing demurrer to Wilters & Brantley, Bay Minette, Alabama, attorneys for the plaintiff, by first class mail, postage prepaid and properly addressed, on this the 6th day of Mechaeler, 1966.

Attorney for Defendant

FILE III

DEC 6 1966

AUG 1, DUY, School

AMENDED COMPLAINT

K. MARSHALL PHILLIPS, a minor, suing by her	X	
mother and next friend, BERTHA FAYE FUNK	X	IN THE CIRCUIT COURT OF
PLAINTIFF,	X	BALDWIN COUNTY, ALABAMA,
VS:	X	AT LAW CASE NO.
THE TRAVELERS INSURANCE COMPANY, a corporation	X	
	X	
DEFENDANT	X	

Comes now the Plaintiff in the above styled cause and amends his complaint to read as follows:

I

The Plaintiff claims of the Defendant FIVE THOUSAND DOLLARS (\$5000.00) due on a policy, whereby the Defendant, on the 18th day of June, 1963, issued an insurance policy, effective on the same date which said policy was renewed from time to time and was in full force and effect on the 19th of November, 1965, whereby, the Defendant insured the life of Louis R. Phillips, who died on the 19th day of November, 1965, of which the Defendant has had notice. Said policy is the property of the Plaintiff.

TI

The Plaintiff claims of the Defendant FIVE THOUSAND DOLLARS (\$5000.00) due on a policy whereby the Defendant on to-wit: June, 18, 1963, issued an insurance policy, effective this same date, which said policy was renewed from time to time and was in full force and effect on to-wit: November 19, 1965, whereby the Defendant insured for lose of the life of Louis R. Phillips resulting from accidental bodily injuries. The Plaintiff avers that Louis R. Phillips received accidental bodily injuries on to-wit: November 19, 1965, and died as a result of said injuries on to-wit: November 19, 1965,

of which the Defendant has had notice. Said policy is the property of the Plaintiff.

BY: Tolbert M. Brantley

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Mail, properly addressed, and thist class pullage pieped.

VERS & BRANTLEY