

JOSEPH S. SOUTHALL,

plaintiff,

: IN THE CIRCUIT COURT OF  
BALDWIN

: ~~MOBILE~~ COUNTY, ALABAMA

:

vs.

:

STANDARD LIFE & ACCIDENT  
INSURANCE COMPANY, a  
corporation, et al,

:

CASE NO.

2891

:

Defendant.

NOTICE OF TAKING OF DEPOSITION UPON ORAL EXAMINATION

TO: James A. Johnston, Esq.  
Attorney at Law  
Van Antwerp Building  
Mobile, Alabama 36602

Please take notice that at 4:00 o'clock p.m. Central  
Standard Time on Monday , the 2nd day of December ,  
1968, at 174 Louiselle Street , Mobile, Alabama  
Defendant in the above entitled cause, will take the deposition  
of Dr. Nick Nichols , whose address is 174 Louiselle  
Street , Mobile, Alabama, upon oral examination pursuant to an  
act of the legislature of the State of Alabama, designated  
as Act No. 375, Regular Session, 1955, approved September 8,  
1955, before Charles A. Howard , a Notary Public in and for  
the County of Mobile, State of Alabama, who is duly authorized  
to take depositions and swear witnesses in and for said County  
in said State. The examination will continue from day to day  
until completed. You are invited to attend and examine this  
witness.

JOHNSTON, JOHNSTON & NETTLES

Robert G. Kendall  
ATTORNEYS FOR DEFENDANT

I, Robert G. Kendall attorney for Standard Life & Accident  
Insurance Co., Defendant in the above entitled cause, do hereby  
certify that I served the above and foregoing notice to take  
the deposition of Dr. Nick Nichols , upon oral  
examination by leaving the same with James A. Johnston, Esq.  
(or mailing a copy to him, postage prepaid), at his law  
office in (or at) Van Antwerp Building on the  
27th day of November , 1968 .

Robert G. Kendall

JOSEPH S. SOUTHALL,	*	IN THE CIRCUIT COURT OF
Plaintiff,	*	BALDWIN COUNTY,
Vs.	*	ALABAMA
STANDARD LIFE AND ACCIDENT	*	
INSURANCE COMPANY, a cor-	*	
poration, et al.	*	AT LAW
Defendants.	*	CASE NO.

AMENDMENT

Comes now the Plaintiff in the above styled cause and amends Count One A, Count Two (A) and Count Three (A) of his Complaint heretofore filed herein by adding the following allegation at the end of each count:

1. Said policy is the property of the Plaintiff.
2. Said accident insurance policy No. in Count Two (A) should be No. PFA 400791.

FOREMAN & BROWN  
Attorneys for Plaintiff

BY

*James A. Dolente*

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 30th day of Jan, 1968 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.

*JAI*

**FILED**

JAN 30 1968

ALICE J. DUCK CLERK  
REGISTER

JOSEPH S. SOUTHALL	*	IN THE CIRCUIT COURT OF
Plaintiff,	*	BALDWIN COUNTY,
VS.	*	ALABAMA
STANDARD LIFE & ACCIDENT	*	AT LAW
INSURANCE COMPANY, a cor-		
poration, & XYZ, the persons,		
firms or corporations, who	*	
wrote the below described		
policies to Joseph Southall,		
or who received premium pay-		
ments on the same, who are	*	
otherwise unknown, but whose		
true name and legal status		
will be added by amendment	*	
when ascertained, jointly		
and severally,	*	
Defendants.	*	CASE NO. 7891

COUNT ONE

The Plaintiff claims of the Defendants Three Thousand Five Hundred (\$3,500.00) Dollars, plus interest and costs due on a policy of insurance, said Policy No. being CP91452, whereby the Defendants on, to-wit; the 5th day of October, 1959, by virtue of a policy of accident insurance insured, Irma S. Southall, who died on, to-wit; the 18th day of May, 1967, as a result of injuries sustained in an automobile accident on, to-wit; the 19th day of April, 1967, of which the Defendants had notice. Said policy is the property of the Plaintiff.

COUNT ONE (A)

Plaintiff claims of the Defendants the sum of Three Thousand Five Hundred (\$3,500.00) Dollars, plus interest and costs due on a policy of accident insurance, Policy No. CP91452, for that on, to-wit; the 5th day of October, 1959, the Defendants entered into a written contract of insurance insuring Plaintiff's wife, Irma S. Southall, against death, hospital expense, and providing monthly accident benefits for injuries sustained as a result of accidental injury sustained while driving or riding within any automobile, truck, or bus, said death benefit becoming due

if said accidental injury resulted in death within sixty (60) days from date of the accident. Plaintiff avers that on, to-wit; the 19th day of April, 1967, while this policy was in full force and effect, Plaintiff's wife, Irma S. Southall, was injured in an automobile accident which resulted in her death, on, to-wit; the 18th day of May, 1967, of which Defendants had notice, that Plaintiff has made demand in accordance with the provisions of said policy upon Defendants, and that Defendants have refused to pay any and all sums due under said contract, hence this suit.

COUNT TWO

The Plaintiff claims of the Defendants Three Thousand Five Hundred (\$3,500.00) Dollars, plus interest and costs, due on a policy of insurance, said Policy No. PFA4791, whereby the Defendants on, to-wit; the 26th day of May, 1960, by virtue of a policy of accident insurance insured, Irma S. Southall, who died on, to-wit; the 18th day of May, 1967, as a result of injuries sustained in an automobile accident on, to-wit; the 19th day of April, 1967, of which Defendants had notice. Said policy is the property of the Plaintiff.

COUNT TWO (A)

Plaintiff claims of the Defendants the sum of Three Thousand Five Hundred (\$3,500.00) Dollars , plus interest and costs due on a policy of accident insurance Policy No. PFA4791, for that on, to-wit; the 26th day of May, 1960, the Defendants entered into a written contract of insurance insuring Plaintiff's wife, Irma S. Southall, against death, hospital expense, and providing monthly accident benefits for injuries sustained as a result of accidental bodily injuries sustained while driving or riding within any automobile, truck, or bus, said death benefit becoming due if said accidental injury resulted in death within sixty (60) days from date of the accident. Plaintiff avers that on, to-wit; the 19th day of April, 1967, while this policy was in full force and effect, Plaintiff's wife, Irma S. Southall, was injured in an automobile accident which resulted in her death, on, to-wit;

the 18th day of May, 1967, of which defendants had notice, that Plaintiff has made demand in accordance with the provisions of said policy upon Defendants, and that Defendants have refused to pay any and all sums due under said contract, hence this suit.

COUNT THREE

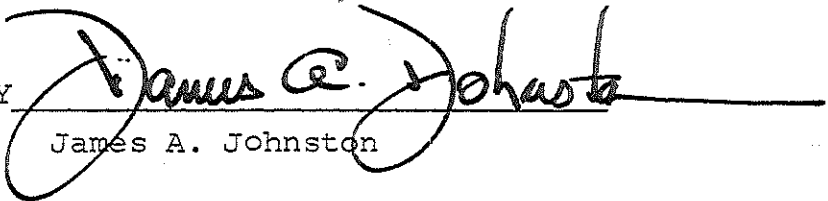
The Plaintiff claims of the Defendants One Thousand Five Hundred (\$1,500.00) Dollars, plus interest and costs, due on a policy of insurance, said Policy No. C-2584, whereby the Defendants on, to-wit; the 26th day of May, 1960, by virtue of a policy of accident insurance insured, Irma S. Southall, who died on, to-wit; the 18th day of May, 1967, as a result of injuries sustained in an automobile accident on, to-wit; the 19th day of April, 1967, of which the Defendants had notice. Said policy is the property of the Plaintiff.

COUNT THREE (A)

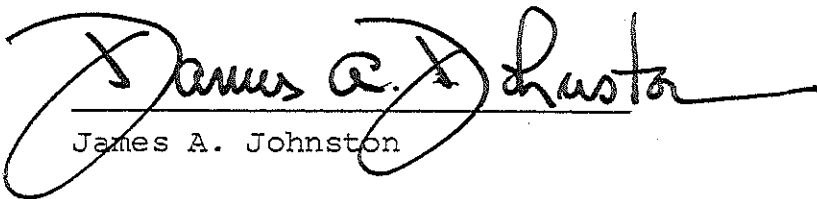
Plaintiff claims of the Defendants the sum of One Thousand Five Hundred (\$1,500.00) Dollars, plus interest and costs due on a policy of accident insurance Policy No. C-2584, for that on, to-wit; the 26th day of May, 1960, the Defendants entered into a written contract of insurance insuring Plaintiff's wife, Irma S. Southall, against death, hospital expense, and providing monthly accident benefits for injuries sustained as a result of accidental bodily injuries sustained while driving or riding with- in any automobile, truck, or bus, said death benefit becoming due if said accidental injury resulted in death within sixty (60) days from date of the accident. Plaintiff avers that on, to-wit; the 19th day of April, 1967, while this policy was in full force and effect, Plaintiff's wife, Irma S. Southall, was injured in an automobile accident which resulted in her death, on, to-wit; the 18th day of May, 1967, of which Defendants had notice, that Plaintiff has made demand in accordance with the provisions of said policy upon Defendants, and that Defendants have refused to pay any and all sums due under said contract, hence this suit.

FOREMAN & BROWN  
Attorneys for Plaintiff

BY

  
James A. Johnston

Plaintiff respectfully demands  
a trial by jury.

  
James A. Johnston

Service will be accepted by the firm Johnston, Johnston & Nettles  
810 Van Antwerp Building  
Mobile, Alabama

In accordance with instructions received from Standard Life and  
Accident Insurance Company.

*Service accepted this the 5<sup>th</sup> day of December, 1967.  
Robert D. Kendall  
attorney for Defendant*

**FILED**

DEC 6 1967

**ALICE J. DUCK**

CLERK  
REGISTER