

JAMES O. DIXON, and)	
G. E. DIXON,)	
Complainants,)	IN THE CIRCUIT COURT OF
VS.)	BALDWIN COUNTY, ALABAMA
SERVICE FIRE INSURANCE COMPANY,)	AT LAW
a corporation,)	CASE NO. 7927
Defendant.)	

Whereas, the parties in the above styled cause are in the process of negotiating a settlement in this matter, and to assure the Defendant in this cause that a default judgment will not be taken pending this negotiation; the Complainants, acting by and through their attorney, hereby agrees in writing that a default judgment in this matter will not be taken on or before February 26, 1968.

WILTERS, BRANTLEY & NESBIT

BY: *Tolbert M. Brantley*
Tolbert M. Brantley

FILED

JAN 26 1968

ALICE J. DUCK CLERK
REGISTER

STATE OF ALABAMA

DEPARTMENT OF INSURANCE

I, the undersigned as Superintendent of Insurance for the State of Alabama, hereby certify that on the 27th day of December, 1967, I sent by registered mail in an envelope as follows:

Service Fire Insurance Company of New York
650 Madison Avenue
New York, New York 10022

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:

James O. Dixon and G. E. Dixon, Plaintiff

in the Circuit Court of Baldwin County

VERSUS

Service Fire Insurance Company of
New York, a corporation, Defendant

(Name of Court)

And that on the 8th day of January, 1968, I received the return card showing receipt by the designated addressee of said envelope on the 2nd day of January, 1968.

Witness my hand and official seal this the 10th day of January, 1968.

Walter J. Houseal

SUPERINTENDENT OF INSURANCE

FILED

JAN 12 1968

ALICE J. DUCK CLERK
REGISTER

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No.....

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ..Superintendent of Insurance of the
State of Alabama, attorney for service of process for Service
Fire Insurance Company of New York, a 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.....

Service Fire Insurance Company of New York, A Corporation, Defendant.....

by ..James O. Dixon and G. E. Dixon.....

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

Witness my hand this.....21st.....day of.....Dec.....1967.....
Alice J. Luck, Clerk

No. 7927

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

James O. Dixon and G. E.

Dixon

Plaintiffs

vs.

Service Fire Insurance Company
of New York, a Corp. Defendants

SUMMONS AND COMPLAINT

Filed **FILED** 19.....

DEC 21 1967 Clerk

ALICE J. DUCK CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

BY: Royles S. Nesbit
Plaintiff's Attorney

Defendant's Attorney

1080
RECEIVED
Defendant lives at

*Serve Sept 29 1967
at 1080
Montgomery, Ala.*

DEC 21 1967 19.....

TAYLOR WILKINS

Sheriff

Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Executed by serving 2 copies of
the within on Walter Housel

Superintendent

of Insurance, State of Alabama

This 21 day of Dec 19 67

Sheriff of Montgomery County

M. S. Butler,

By W. L. Moson D. S.

M. S. Butler, Sheriff of Montgomery

County, Alabama, Claim \$1.50 each for

serving 1 process(es) and \$1.00

travel expense on each of 1 Sheriff

process(es) or a total of \$2.50

Deputy Sheriff

W. L. Moson Deputy Sheriff

~~X~~
JAMES O. DIXON AND
G. E. DIXON,

Plaintiffs

VS.

SERVICE FIRE INSURANCE
COMPANY OF NEW YORK,
A CORPORATION

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 7927

The Plaintiffs claim of the Defendant the sum of FIVE HUNDRED SEVENTY FIVE and NO/100 (\$575.00) DOLLARS due on an insurance policy whereby the Defendant on the 9th day of May, 1967, issued an insurance policy to the Plaintiffs for a two year period of time. They agreed, among other things, by this policy "To pay for direct and accidental loss of or damage to the automobile, hereinafter called loss, caused by collision of the automobile with another object or by upset of the automobile, but only for the amount of each such loss in excess of the deductible amount, if any, stated in the declarations as applicable hereto."

The Plaintiffs aver that the premiums on this policy had been paid and accepted by the Defendant, that said policy was in full force and effect on the 27th day of May, 1967. The Plaintiffs aver that the Defendant has had notice of this claim and has failed and refused to date to pay the same.

The Plaintiffs aver that on the 27th day of May, 1967, the automobile covered by this insurance policy, which is a 1963 two door Corvair Chevelot, identification No. 30927W223380, was being driven along or upon U. S. Highway 90 approximately to-wit: nine miles east of Robertsedale, Baldwin County, Alabama, and was upset and severly damaged. Among those damages caused this automobile, was the destruction of its motor. The Plaintiff avers that the motor of said automobile was so severely damaged, as result of said accident, that it was rendered as valueless except for junk.

The Plaintiff avers that there was other damage to said automobile but that the Defendant has paid for it. To date the Defendant has failed and refused to pay the damage done to the motor of said automobile, the amount of damage to the motor being \$575.00. The amount deductible is \$50.00.

WILTERS, BRANTLEY & NESBIT

BY: Phyllis S. Nesbit

FILED

DEC 21 1967

ALICE J. DUCK CLERK
REGISTER