

IN THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF ALABAMA,
SOUTHERN DIVISION

GRADY RAY GIPSON,

Plaintiff,

V.

MUTUAL OF OMAHA INSURANCE
COMPANY, a corporation,

Defendant.

U. S. DISTRICT COURT
SOU. DIST. ALA.
FILED IN CLERK'S OFFICE

FEB 20 1970

WILLIAM J. O'CONNOR
CIVIL ACTION CLERK

No. 5622-69-P

ORDER EXTENDING DISCOVERY

The period of discovery is hereby extended
from February 24, 1970, to March 30, 1970, as re-
quested by the defendant.

Done, this the 17th day of February, 1970.


UNITED STATES DISTRICT JUDGE

U. S. DISTRICT COURT
SOU. DIST. ALA.
FILED AND ENTERED THIS THE
17th DAY OF FEBRUARY 1970
MINUTE ENTRY NO. 26644-A
WILLIAM J. O'CONNOR, CLERK,
BY - 
Deputy Clerk

GRADY RAY GIPSON

V.

CA No. 5622-69-P

MUTUAL OF OMAHA INSURANCE
COMPANY

2/17/70: Telephone call received from Mr. Ogle this date asking that Mr. Hobart A. McWhorter, Jr., Birmingham, be called and advised Judge Pittman was extending discovery from February 24, 1970, to March 30, 1970, as requested by Mr. McWhorter, attorney for the defendant.

Mr. McWhorter was called and given this message. Copies of the attached order were mailed to Mr. Wilkins and Mr. McWhorter, with Judge Pittman's stamped signature. MA

IN THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

GRADY RAY GIPSON,

Plaintiff,

V.

MUTUAL OF OMAHA INSURANCE
COMPANY, a corporation,

Defendant.

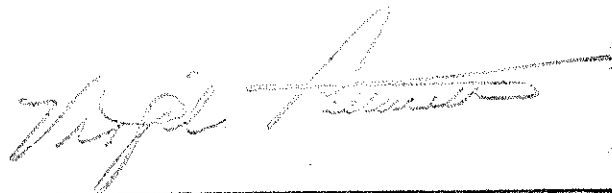
CIVIL ACTION

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FILED AND ENTERED THIS THE
DAY OF FEBRUARY 1970
MINUTE ENTRY NO.
WILLIAM J. O'CONNOR, CLERK,
BY -
Deputy Clerk

IN THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

GRADY RAY GIPSON,

Plaintiff,

VS.

CIVIL ACTION NO. 5622-69-P

MUTUAL OF OMAHA INSURANCE
COMPANY, a corporation,

Defendant.

AMENDED

STANDARD PRETRIAL ORDER NO. 1

PROVIDING FOR LIMITING OF
DEPOSITIONS AND DISCOVERY,
AND THE LISTING OF NAMES OF
WITNESSES BY PARTIES, ETC.

It is hereby ORDERED as follows:

(1) On or before the 10 day of Feb,
1970, counsel for each party shall complete all discovery
authorized by Rules 26 to 37, inclusive, of the Federal
Rules of Civil Procedure and by Sections 1781 and 1783
of Title 28, U.S.C., including, but not limited to,
depositions on oral interrogatories, depositions on
written interrogatories, production of documents for
inspection and copying, written interrogatories to
parties, requests for admissions, examinations for
physical or mental condition, depositions on letters
rogatory or by subpoena under Section 1783 of Title 28,
U.S.C. No further or additional discovery shall be
permitted thereafter except by leave of the court for
good cause shown.

(2) On or before 2/24/70,
counsel for each party shall prepare, serve, and file
(on a separate sheet or separate sheets of legal-size
paper) a list of the names and addresses of witnesses
who may be called on behalf of his client at the
trial, excepting witnesses who may be called for
impeachment purposes only. Except for good cause
shown, and with leave of the court, and except solely
for the purpose of impeachment, counsel shall not be
permitted to call at the trial any witness who is not
so listed by the counsel calling the witness.

(3) January 23, 1970: Parties are allowed to February
24, 1970 to complete discovery.

Done this the 10 day of Oct 1969.

J. Palmer
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ALABAMA
213 U. S. COURT HOUSE & CUSTOM HOUSE
MOBILE, ALABAMA 36602

DATE: SEPTEMBER 5, 1969

TO: Taylor D. Wilkins, Jr., Bay Minette, Alabama 36507
Hobart A. McWhorter, Jr., 1500 Brown-Marx Building, Birmingham,
Alabama 35203

RE: CIVIL ACTION NO. 5622-69-P ADM. NO. _____ CR. NO. _____

GRADY RAY GIPSON VS. MUTUAL OF OMAHA INSURANCE CO., a corp.

You are advised that on the 5th day of September,
19 69, the following action was taken in the above-entitled case
by Judge Pittman:

Implied Motion to Dismiss contained in Paragraph I of the Answer
filed August 20, 1969 is DENIED on September 5, 1969.

(Failure to file brief per rule)

WILLIAM J. O'CONNOR, CLERK

BY

Beverly A. Huff
Deputy Clerk.

IN THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF ALABAMA,
SOUTHERN DIVISION

GRADY RAY GIPSON,

Plaintiff,

Vs.

MUTUAL OF OMAHA INSURANCE
COMPANY, a corporation,

Defendant.

CIVIL ACTION NO. 5622-69-P

U. S. DISTRICT COURT
FILED IN CLERK'S OFFICE
AUG 20 1969
WILLIAM J. O'CONNOR
CLERK

A N S W E R

Comes now the defendant, MUTUAL OF OMAHA INSURANCE COMPANY, a corporation ("Mutual") and for answer to Count One and Count Two and Count Three of plaintiff's complaint, separately and severally, says as follows:

I.

Said count fails to state a claim against this defendant upon which relief may be granted.

II.

Defendant denies that it is indebted to plaintiff.

III.

Defendant admits that the policy referred to in said count was issued by defendant to plaintiff in consideration of the statements in the application executed by plaintiff attached to and made a part of said policy and the payment of the initial premium in advance for said policy. Defendant further states that the application executed by plaintiff, attached to and made a part of said policy, failed to disclose facts which resulted in a material increase of the risk of loss to the defendant under said policy.

MOTION DENIED

Failure to file brief per rule
DATED: 8/25/69
7/11/69
U.S.D.J.

IV.

For further answer to each of said counts, defendant admits that it issued to plaintiff the policy referred to therein. Defendant denies, however, that plaintiff's disability, hospital confinement or surgery was predicated upon a "sickness" contracted while the policy of insurance referred to in said count was in force.


One of the Attorneys for Defendant

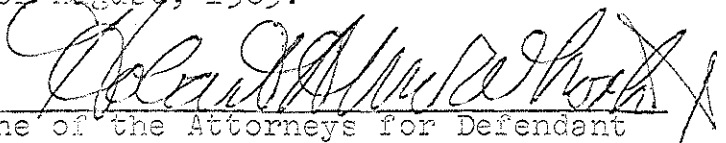
Of Counsel:

BRADLEY, ARANT, ROSE & WHITE
1500 Brown-Marx Building
Birmingham, Alabama 35203

CERTIFICATE OF SERVICE

I certify that the foregoing Answer has been served upon Taylor D. Wilkins, Jr., Esquire, attorney of record for plaintiff, by directing a copy thereof through the United States mail, postage prepaid, to him at Bay Minette, Alabama.

This is the 20th day of August, 1969.


One of the Attorneys for Defendant

U. S. DISTRICT COURT
SOUTHERD DIST. ALA.
FILED IN CLERK'S OFFICE
AUG 20 1969
WILLIAM J. O'CONNOR
CLERK

August 21, 1969

Mr. Hobart A. McWhorter, Jr., Attorney
Bradley, Arant, Rose & White
1500 Brown-Marx Building
Birmingham, Alabama 35203

Re: Grady Ray Gipson v. Mutual of
Omaha Insurance Company, a corp.
Civil Action No. 5622-69-P

Dear Mr. McWhorter:

This will acknowledge receipt of petition for removal and other documents in the above matter, with your check for filing fee. I am returning the following to you for the reasons stated, although I have assigned the above civil action number to your case, and date-stamped the various papers as being received and filed on August 20, 1969:

1. Petition for removal, returned for proper signatures and notarization. Also, please note that the complaint and summons are not attached.
2. Answer, returned for signatures.
3. Check for \$15.00 filing fee, made payable to John E. Mandeville, Circuit Clerk. Please make the check for filing fee payable to William J. O'Connor, Clerk, and send to me.

In connection with your implied motion to dismiss, contained in Paragraph I of your Answer, I attach a rule of this Court pertaining to the filing of memorandum briefs to accompany motions to dismiss. For your information, it is Judge Pittman's policy to deny motions to dismiss not accompanied by briefs.

With best regards, I am

Very truly yours,

William J. O'Connor, Clerk.

THE STATE OF ALABAMA

CIRCUIT COURT

BALDWIN

COUNTY

Term, 19

GRADY RAY GIPSON

No. 8819

vs.

MUTUAL OF OMAHA INSURANCE COMPANY

BILL OF COSTS

CLERK'S FEES:	AMOUNT	SUMMARY OF FEES, COSTS AND JUDGMENT:	AMOUNT
1. Suits for \$100.00 or less.....\$ 6.00	20.00	1. Clerk's Fees	20.00
2. Suits for over \$100.00 but less than \$1000 10.00		2. Ex-Clerk's Fees	1.50
3. Suits for \$1000.00 and over..... 20.00		3. Sheriff's Fees	
4. Suits Detinue, ejectment, etc..... 10.00		4. Ex-Sheriff's Fees	4.50
5. Suits not otherwise provided for..... 10.00		5. Trial Tax	
6. Appeal from Justice of Peace, etc..... 6.00		6. Court Reporter's Fee, per day.....\$.....	
7. Garnishment on Judgment, etc..... 6.00		7. Witness Fees	
8. Workmen's Compensation-Petition Settlement..... 10.00		8. Commissioner's Fees	
9. Appeals from State Dept. of Pub. Safety, etc..... 10.00		9. Garnishee's Fees	
10. Motion to sell real estate-J. P. levy..... 6.00		10. Publisher's Fees	
11. Mandamus, writ of prohibition, etc..... 15.00		11.	
12. Recording Executions-State Agencies..... 3.00		12.	
13. Copy of Record-per 100 words..... .15		13. Clerk's Fees in Inferior Court.....	
14. Certifying Abstract in transcript..... 5.00		14. Sheriff's Fees in Inferior Court.....	
15. Record for Supreme-Appeals Ct. per 100 wds.15		15. Witness Fees in Inferior Court.....	
16. Additional copies Record-Appeals per 100 wds.05		16.	
17. Taking Appeal Bond..... .75		17. Justice of Peace Fees.....	
18. Reporter's Transcript on Appeal..... 10.00		18. Constable's Fees	
19. Appeals Courts Concurrent Jurisdiction..... 15.00		19. Law Library Fee.....	1.00
20. Application-Habeas Corpus..... 6.00		20. Cost in Appealed Cases Docketed (Total).....	
21.		TOTAL FEES AND COST	
22.		21.	
Total Clerk's Fees	20.00	22. Judgment\$.....	
SHERIFF'S FEES:		23. 10% Damages\$.....	
23. Serving summons and complaint.....\$ 1.50	1.50	24. Interest\$.....	
24. Levying attachment and return..... 6.25		TOTAL JUDGMENT	
25. Seizing personal property-Detinue..... 6.00		TOTAL FEES, COST AND JUDGMENT	26.00
26. Approving bond, each..... 2.00			
27. Serving Garnishee-Writ..... 1.50			
28. Serving Sci. Fa. or notice..... 1.50			
29. Serving subpoenas, each..... .75			
30. Impanelling Jury..... .75			
31. Serving Contempt Attachment..... 1.50			
32. Collecting execution for cost only..... 1.50			
33. Commissions on Execution.....			
34. Executing Writ of Possession, each..... 5.00			
35. Making Deed to Real Estate sold, each..... 2.50			
36. Mileage, each..... .10			
37.			
38.			
Total Sheriff's Fees	1.50		

U.S. DIST. CT. ALA.
CLERK'S OFFICE

AUG 25 1969

WILLIAM J. O'CONNOR
CLERK

I certify that the within is a true and correct Bill of Cost in the within styled case.

Oliver J. Lusk

ATTEST: Clerk Circuit Court *Baldwin* County, Ala.

Received payment, this _____ day of _____, 19____.

ATTEST: Clerk Circuit Court _____ County, Ala.

No. <i>8819</i>	Page _____
THE STATE OF ALABAMA	
<i>Baldwin</i> COUNTY	
CIRCUIT COURT	
<i>Grady Ray Gibson</i>	
vs.	Plaintiff
<i>Mutual of Omaha Insurance Co</i>	
	Defendant
CIVIL COST BILL	
Term, 19____	
Fee Book _____	Page _____
<i>Rayce Wilkins Jr.</i>	
Plaintiff's Attorney	
Defendant's Attorney	

IN THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF ALABAMA,
SOUTHERN DIVISION

GRADY RAY GIPSON,

Plaintiff,

Vs.

MUTUAL OF OMAHA INSURANCE
COMPANY, a corporation,

Defendant.

CIVIL ACTION NO. 5622-69-P

U. S. DISTRICT COURT
SOUTHERN DIST. ALA.
FILED IN CLERK'S OFFICE

AUG 26 1969

BOND FOR REMOVAL TO FEDERAL COURT

KNOW ALL MEN BY THESE PRESENTS: That Mutual of Omaha Insurance Company, defendant in the above styled cause, as principal, and The Travelers Indemnity Company, as surety, are held and firmly bound unto the plaintiff in this cause in the sum of Five Hundred Dollars (\$500.00) for the payment of which well and truly to be made we bind ourselves, our successors, executors, and administrators, jointly and severally, by these presents.

Sealed with our seals and dated this 13th day of August, 1969.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE such that whereas the said plaintiff has heretofore commenced an action of a civil nature in the Circuit Court of and for Baldwin County, Alabama, entitled as above against the said defendant; and

WHEREAS, the said defendant has filed its petition in said action in said District Court for the removal of said action from the said State Court to the District Court of the United States for the Southern Division of the Southern District of Alabama, wherein the county in which said action is pending is embraced;

NOW, THEREFORE, the condition of this bond is such that if the said defendant shall well and truly pay all costs and

disbursements incurred by reason of the removal proceedings in said cause should it be determined that the said cause was not removable or was improperly removed, then this obligation shall be void, but otherwise to remain in full force and effect.

MUTUAL OF OMAHA INSURANCE COMPANY

BY *Robert M. Murphy*
Its Attorney
Petitioner

THE TRAVELERS INDEMNITY COMPANY

BY *John H. Morrison*
Its *Attorney-in-fact*
Surety

Taken and approved this 20
of August, 1969.

Wilma J. Howard
Clerk, U. S. District Court

U. S. DISTRICT COURT
SOUTHERN DISTRICT OF ALA.
FILED IN CLERK'S OFFICE
AUG 26 1969
WILLIAM J. O'DONNELL
CLERK

The Travelers Indemnity Company

Hartford, Connecticut

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

John H. Morrow, Hobart A. McWhorter, Jr., Macbeth Wagnon, Jr., all of Birmingham, Alabama, EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

ARTICLE IV, SECTION 11. The Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President, any Second Vice President, any Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

ARTICLE IV, SECTION 13. Any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by any Secretary or any Department Secretary or any Assistant Secretary or when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President or any Second Vice President and countersigned and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority granted by his or their power or powers of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 30th day of November, 1959:

VOTED: That the signature of any officer authorized by the By-Laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 10th day of June 19 68.

THE TRAVELERS INDEMNITY COMPANY

By

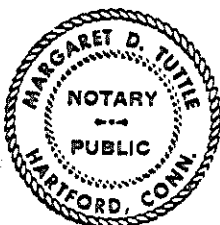
Wm A. Shrake

Secretary, Fidelity and Surety



State of Connecticut, County of Hartford—ss:

On this 10th day of June in the year 1968 before me personally came Wm. A. Shrake to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Fidelity and Surety) of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of his office under the by-laws of said corporation, and that he signed his name thereto by like authority.



Margaret D. Tuttle

Notary Public

My commission expires April 1, 1969

WILLIAM BEW WHITE, 1888-1969

LEE C. BRADLEY, JR.
DOUGLAS ARANT
WM. ALFRED ROSE
WM. BEW WHITE, JR.
JOHN J. COLEMAN, JR.
JOSEPH H. JOHNSON, JR.
J. REESE MURRAY
ROMAINE S. SCOTT, JR.
EDWARD M. SELFE
HARRY R. TEEL
ELLENE WINN
ROBERT B. DONWORTH, JR.
ROBERT R. REID, JR.
JOHN N. WRINKLE
THOMAS N. CARRUTHERS, JR.
J. ROBERT FLEENOR
FRANK H. MCFADDEN

BRADLEY, ARANT, ROSE & WHITE

1500 BROWN-MARX BUILDING

BIRMINGHAM, ALABAMA 35203

TELEPHONE 323-1551 AREA CODE 205

August 13, 1969

JOHN H. MORROW
HOBART A. MSHORTER, JR.
MACBETH WAGNON, JR.
ALLEN POPPLETON
CHARLOTTE L. RAILEY
THAD G. LONG
JOHN P. ADAMS
GRIFFITH F. PITCHER
WARREN B. LIGHTFOOT
A. HENRY GAEDE, JR.
JOHN T. ANDREWS, JR.
JAMES L. NORTH
WILLIAM L. HINDS, JR.
WYATT RUSHTON HASKELL
JAMES W. GEWIN
JAMES H. WHITE, III
WILLIAM W. JOHNSON, JR.
F. FOX HENDERSON, JR.
C. LARIMORE WHITAKER

Honorable John E. Mandeville
Circuit Clerk, United States
District Court, Thirteenth
Judicial Circuit
Federal Building
113 St. Joseph Street
Mobile, Alabama 36601

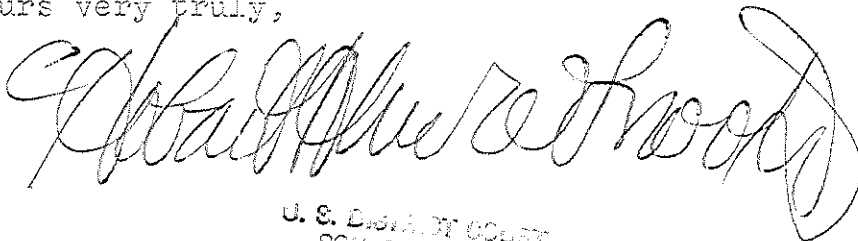
Re: Grady Ray Gipson v. Mutual of
Omaha Insurance Company, In the
United States District Court for
the Southern District of Alabama,
Southern Division

Dear Mr. Mandeville:

Enclosed please find a removal petition and bond, along
with our firm check in the amount of \$15, which we file herewith.
There is also enclosed an answer which we request that you file
following the official filing of the removal petition and bond.

We are enclosing a stamped, self-addressed envelope
for your convenient use for returning to us our receipt evi-
dencing filing of the removal petition, removal bond and answer.

Yours very truly,



HAM:mhs
Encs.

U. S. DISTRICT COURT
SOUTHERN DISTRICT OF ALABAMA
FILED IN CLERK'S OFFICE

AUG 20 1969

WILLIAM J. O'CONNOR
CLERK

IN THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF ALABAMA,
SOUTHERN DIVISION

GRADY RAY GIPSON,

Plaintiff,

Vs.

MUTUAL OF OMAHA INSURANCE
COMPANY, a corporation,

Defendant.

CIVIL ACTION NO. 5622-69-P

PETITION TO REMOVE TO FEDERAL COURT

TO THE HONORABLE JUDGES OF SAID COURT:

Now comes your petitioner, MUTUAL OF OMAHA INSURANCE COMPANY, a corporation, the defendant in the above styled cause and files this its petition for removal of this cause from the Circuit Court of and for Baldwin County, Alabama, wherein it is now pending, to the District Court of the United States for the Southern Division of the Southern District of Alabama, and shows unto the Court as follows:

(1) This cause was commenced in the Circuit Court of Baldwin County, Alabama, on July 26, 1969, and the summons and complaint herein was served upon the defendant on, to-wit, July 31, 1969;

(2) Plaintiff sues in this action on a contract of insurance, and the amount in controversy exceeds, exclusive of interest and costs, the sum or value of Ten Thousand Dollars (\$10,000.00);

(3) The plaintiff, Grady Ray Gipson, is now and was at the time of the filing of this action and has been at all intervening times a citizen of the State of Alabama;

(4) Your petitioner, MUTUAL OF OMAHA INSURANCE COMPANY, is now and was at the time of the filing of this action and has

U. S. DISTRICT COURT
SOUTHERN DISTRICT OF ALABAMA
FILED IN CLERK'S OFFICE
AUG 20 1969
WILLIAM J. O'CONNOR
CLERK

been at all intervening times a citizen of the State of Nebraska, being incorporated and having its principal place of business in that state and not in the State of Alabama;

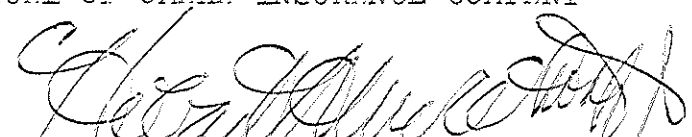
(5) A copy of this petition is being filed with the Clerk of the Circuit Court of Baldwin County as provided by law; and

(6) A copy of the summons and complaint, being all the process, pleadings and orders served upon the petitioner, is attached hereto.

WHEREFORE, your petitioner prays that this Court will consider this petition and the bond filed herewith conditioned as provided by law governing the removal of causes to this Court; that this Court will make the proper orders to effect the removal of this cause from the said Circuit Court of Baldwin County to this Court; and that this Court will make such other orders as may be appropriate to effect the preparation and filing of a true record in this cause of all proceedings that may have been had in the said Circuit Court.

MUTUAL OF OMAHA INSURANCE COMPANY

BY

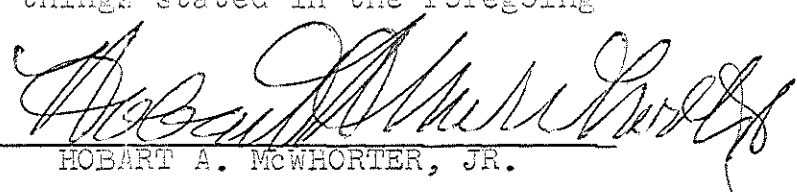

One of the Attorneys for Petitioner

Of Counsel for Petitioner:

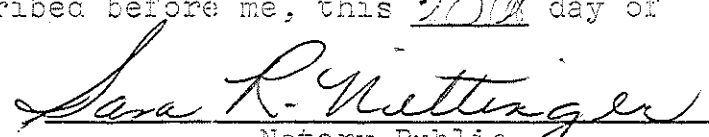
Bradley, Arant, Rose & White
1500 Brown-Marx Building
Birmingham, Alabama 35203

STATE OF ALABAMA }
JEFFERSON COUNTY }

Before me, the undersigned authority in and for said county in said state, personally appeared HOBART A. McWHORTER, JR., who, having been by me first duly sworn, deposes and says that he is one of the attorneys of record for the petitioner in the foregoing petition and is authorized to file this petition in petitioner's behalf; that the matters and things stated in the foregoing petition are true and correct.


HOBART A. McWHORTER, JR.

Sworn to and subscribed before me, this 20th day of August, 1969.

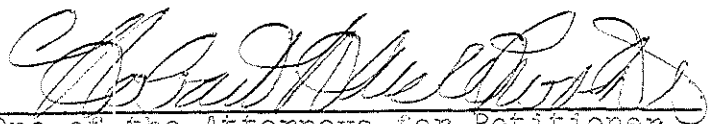

Notary Public

My Commission Expires: 7/22/70

CERTIFICATE OF SERVICE

I certify that written notice (in compliance with Title 28 U.S.C.A., 1446) of the filing of (and respective copies of) the foregoing petition and the removal bond filed with the foregoing petition has been served upon Taylor D. Wilkins, Jr., Esquire, attorney of record for plaintiff, by directing copies thereof through the United States mail, postage prepaid, to him at Bay Minette, Alabama; and I further certify that a copy of the foregoing petition and the bond filed with it has been filed with the Circuit Court of Baldwin County, Alabama, by directing copies thereof through the United States mail, postage prepaid, to the Clerk of the Circuit Court of Baldwin County, Baldwin County Courthouse, Bay Minette, Alabama.

This is the 20th day of August, 1969.


One of the Attorneys for Petitioner

U. S. DISTRICT COURT
SOUTHERN DISTRICT OF ALA.
FILED IN CLERK'S OFFICE
AUG 20 1969
WILLIAM A. O'CONNOR
CLERK

SUMMONS AND COMPLAINT

More Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 8819

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonMUTUAL OF OMAHA INSURANCE COMPANY.....

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.....

.....MUTUAL OF OMAHA INSURANCE COMPANY....., Defendant.....

by

GRADY RAY GIPSON....., Plaintiff.....

Witness my hand this.....26.....day of.....July.....1969

WCL

64 JUL 30 1969

Clerk

GRADY RAY GIPSON, : IN THE CIRCUIT COURT OF
PLAINTIFF, : BALDWIN COUNTY, ALABAMA
VS. : AT LAW
MUTUAL OF OMAHA INSURANCE :
COMPANY, :
DEFENDANT. : CASE NO. _____

COUNT ONE

Plaintiff claims of the defendant the sum of TWENTY-FOUR THOUSAND and NO/100 (\$24,000.00) DOLLARS due him on a policy of insurance whereby the defendant on, to-wit, October 27, 1967, insured the life of the plaintiff, and in said policy agreed to pay the plaintiff a monthly income in the amount of TWO HUNDRED and NO/100 (\$200.00) DOLLARS per month for the remainder of his life should the plaintiff become sick or disabled resulting in total loss of plaintiff's time while in confinement. Plaintiff avers that he did so become sick and totally disabled on, to-wit, April 7, 1968, so as to be wholly unable to engage in any occupation or perform any work for compensation or profit and the plaintiff has been continuously so totally disabled and confined since on, to-wit, April 7, 1968, and plaintiff avers that before default in payment of any premiums and although the plaintiff has furnished due proof to the defendant, yet the defendant has failed to pay the monthly income that was due him from on, to-wit, April 14, 1968, there being a seven (7) day waiting period before benefits begin. Plaintiff alleges that he is presently confined under doctor's orders and does not know if and when he will be taken out of confinement. Plaintiff further avers that although the plaintiff has furnished due proof thereof to the defendant, yet the defendant has failed to pay the monthly income that is due him from on, to-wit, April 14, 1968. Hence this suit.

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VOL 1

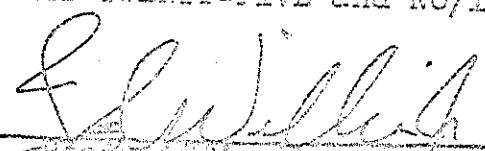
COUNT TWO

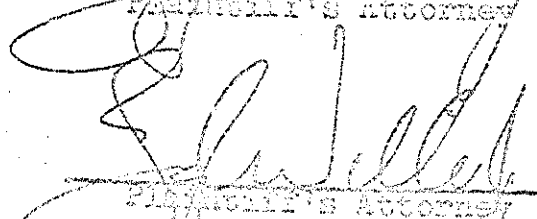
Plaintiff claims of the defendant the sum of THREE HUNDRED NINETY and NO/100 (\$390.00) DOLLARS due him on a policy of insurance whereby the defendant on, to-wit, October 27, 1967, insured the life of the plaintiff, and in said policy agreed to pay the plaintiff a daily benefit of FIFTEEN and NO/100 (\$15.00) DOLLARS per day should the plaintiff become confined in a hospital for sickness. And plaintiff avers that before default in payment of any premiums he did become sick and was confined in the hospital on, to-wit, April 7, 1968, and was continuously confined in the hospital until May 3, 1968, and plaintiff avers that although the plaintiff has furnished due proof thereof to the defendant, yet the defendant has failed to pay the daily benefit that was due him during the period from, to-wit, April 7, 1968, thru May 3, 1968, amounting to the sum of THREE HUNDRED NINETY and NO/100 (\$390.00) DOLLARS. Hence this suit.

COUNT THREE

Plaintiff claims of the defendant the sum of TWO HUNDRED TWENTY-FIVE and NO/100 (\$225.00) DOLLARS due him on a policy of insurance whereby the defendant on, to-wit, October 27, 1967, insured the life of the plaintiff and in said policy agreed to pay to the plaintiff a sum of TWO HUNDRED TWENTY-FIVE and NO/100 (\$225.00) DOLLARS should the plaintiff be required to undergo and operation known as an abdominal perineal resection procedure. Plaintiff further alleges that before default in payment of any premiums he underwent the above surgery on, to-wit, April 12, 1968, and although the plaintiff has furnished due proof thereof to the defendant, yet the defendant has failed to pay the surgical benefit due him for that surgery performed on, to-wit, April 12, 1968, amounting to the sum of TWO HUNDRED TWENTY-FIVE and NO/100 (\$225.00) DOLLARS. Hence this suit.

Plaintiff respectively
demands a trial of this
cause by jury.


Plaintiff's Attorney


Plaintiff's Attorney

STAVLS

GRADY RAY GIPSON,
PLAINTIFF,

VS.

MUTUAL OF OMAHA INSURANCE
COMPANY,
DEFENDANT.

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

COUNT ONE

Plaintiff claims of the defendant the sum of TWENTY-FOUR THOUSAND and NO/100 (\$24,000.00) DOLLARS due him on a policy of insurance whereby the defendant on, to-wit, October 27, 1967, insured the life of the plaintiff, and in said policy agreed to pay the plaintiff a monthly income in the amount of TWO HUNDRED and NO/100 (\$200.00) DOLLARS per month for the remainder of his life should the plaintiff become sick or disabled resulting in total loss of plaintiff's time while in confinement. Plaintiff avers that he did so become sick and totally disabled on, to-wit, April 7, 1968, so as to be wholly unable to engage in any occupation or perform any work for compensation or profit and the plaintiff has been continuously so totally disabled and confined since on, to-wit, April 7, 1968, and plaintiff avers that before default in payment of any premiums and although the plaintiff has furnished due proof to the defendant, yet the defendant has failed to pay the monthly income that was due him from on, to-wit, April 14, 1968, there being a seven (7) day waiting period before benefits begin. Plaintiff alleges that he is presently confined under doctor's orders and does not know if and when he will be taken out of confinement. Plaintiff further avers that although the plaintiff has furnished due proof thereof to the defendant, yet the defendant has failed to pay the monthly income that is due him from on, to-wit, April 14, 1968. Hence this suit.

CONFIDENTIAL

Implied Motion to Dismiss, contained in
Paragraph I, not accompanied by brief.

To Clerk
JR

m p cox

