

MRS. ANNIE L. BLACKMON,

Complainant,

vs.

GUARANTEE RESERVE LIFE  
INSURANCE COMPANY, A  
Corporation,

Respondent.

IN THE CIRCUIT COURT OF

BAIDWIN COUNTY, ALABAMA

IN EQUITY

NO. 4210

FINAL DECREE

This cause coming on to be heard and it having been made to appear to the Court that the same has been settled between the parties now comes the Complainant, by her attorney of record, and moves the Court to dismiss this cause; and the Court having considered the same is of the opinion that the cause should be dismissed on said motion; it is, therefore

ORDERED, ADJUDGED AND DECREED by the Circuit Court of Baldwin County, Alabama that that certain cause now pending in this Court wherein Mrs. Annie L. Blackmon is the Complainant and Guarantee Reserve Life Insurance Company, a corporation is the Respondent be, and the same is hereby, dismissed.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the Respondent be, and it is hereby, taxed with the costs of this proceeding for which execution may issue.

Done this 19 day of August, 1958.

Hubert M. Hae  
Circuit Judge

FILED

AUG 19 1958

ALICE J. DECK, Register

CPB = Charon  
7 Stone

MRS. ANNIE L. BLACKMON,

Complainant,

vs.

GUARANTY RESERVE LIFE  
INSURANCE COMPANY, A  
Corporation,

Respondent.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY NO. \_\_\_\_\_

DECREE SUSTAINING DEMURRER

The above styled cause coming on to be heard was submitted on this date on the Bill of Complaint heretofore filed in this cause and the demurrers of the Respondent thereto, and the Court having considered the same and heard the arguments of counsel for the respective parties is of the opinion that the demurrer to the Bill of Complaint as a whole should be sustained; it is, therefore

ORDERED, ADJUDGED and DECREED by the Circuit Court of Baldwin County, Alabama, In Equity that the demurrer of the Respondent, Guaranty Reserve Life Insurance Company to the complaint heretofore filed in this cause be, and the same is hereby, sustained.

It is further ORDERED, ADJUDGED and DECREED that the Complainant be, and she is hereby, given twenty (20) days in which to amend her Bill of Complaint.

Done this 15th day of April, 1958.

  
Circuit Judge



Ms. 421 D

Mrs. Annie L. Blackmon  
Complainant

Vs.

Guarantee Reserve Life  
Insurance Company, a  
Corporation,

Respondent

Bill of Complaint

FILED

JAN 21 1958

ALICE J. DUCK, Register

MRS. ANNIE L. BLACKMON,	X	
Complainant,	X	IN THE CIRCUIT COURT OF
vs.	X	BALDWIN COUNTY, ALABAMA
	X	IN EQUITY NO. _____
GUARANTY RESERVE LIFE	X	
INSURANCE COMPANY, A	X	
Corporation,	X	
Respondent.	X	

DEMURRER:

Comes now the Respondent in the above styled cause, by its attorneys, and demurs to the Bill of Complaint heretofore filed against it and assigns the following separate and several grounds in support thereof:

1. There is no equity in the Bill of Complaint.
2. The allegations of the Bill of Complaint are vague, indefinite and uncertain in that said Bill of Complaint fails to allege with sufficient particularity the facts which would entitle the Complainant to the relief prayed for.
3. No facts are alleged in the Bill of Complaint which would establish as a matter of fact that the Complainant contracted for a Ten Thousand Dollar (\$10,000.00) insurance policy rather than a Two Thousand Five Hundred Dollar (\$2,500.00) insurance policy.
4. For aught that appears from the Bill of Complaint there never was a contract between the Complainant and the Respondent other than an insurance contract in the principal amount of Two Thousand Five Hundred Dollars (\$2,500.00).
5. The allegation of the Bill of Complaint that the Respondent "did solicit from the Complainant the purchase of a policy of insurance" is insufficient to establish as a matter of fact that a contract of insurance was ever entered into between the Complainant and the Respondent.

Comes now the Respondent, by its attorneys, and demurs to that aspect of the Bill of Complaint wherein the Complainant seeks the reformation of an alleged contract of insurance in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) to a contract of insurance in the amount of Ten Thousand Dollars (\$10,000.00) and

assigns the following separate and several grounds in support thereof:

1. There is no equity in said aspect of the Bill of Complaint.
2. The Bill of Complaint fails to allege the true contract between the Complainant and the Respondent and wherein, by mutual mistake, the said contract is not expressive of the agreement between the parties.
3. The Bill of Complaint fails to allege a mutual mistake of fact by the Complainant and the Respondent.
4. The Bill of Complaint fails to allege any fraud on the part of the Respondent which would warrant the reformation of a contract of insurance.
5. The Bill of Complaint fails to allege that there was a meeting of the minds between the Complainant and the Respondent and an agreement or contract actually entered into and a written instrument subsequently executed which does not express what was really intended by the parties.
6. The Bill of Complaint fails to allege a mistake on the part of one party to a contract accompanied by fraud or inequitable conduct on the part of the other party to the contract.
7. The Bill of Complaint fails to allege that there has been a mistake of the scrivener in the drafting of the contract therein referred to.
8. For aught that appears from the Bill of Complaint the Complainant was guilty of negligence in regard to the alleged mistake in the contract as finally written.
9. The allegation of the Bill of Complaint that the Respondent's agent solicited from the Complainant an insurance policy purporting to be for Ten Thousand Dollars (\$10,000.00) is insufficient to establish any contractual relationship between the Complainant and the Respondent concerning an insurance policy in the principal amount of Ten Thousand Dollars (\$10,000.00)
10. The reference in the prayer of the Bill of Complaint to the effect that a policy in the principal sum of Ten Thousand Dollars (\$10,000.00) was "as originally contracted for" is but

a conclusion of the pleader and no facts are alleged to establish that such a policy was actually contracted for.

11. For aught that appears from the Bill of Complaint the Respondent has made no promise to the Complainant concerning any insurance policy in the principal amount of Ten Thousand Dollars (\$10,000.00).

12. No facts are alleged in the Bill of Complaint to show any contractual obligation from the Respondent to the Complainant under any contract of insurance in the principal amount of Ten Thousand Dollars (\$10,000.00).

13. For aught that appears from the Bill of Complaint there never was any meeting of the minds of the Complainant and the Respondent concerning anything other than an insurance policy in the principal amount of Two Thousand Five Hundred Dollars (\$2,500.00).

14. For aught that appears from the Bill of Complaint there never was any meeting of the minds of the Complainant and the Respondent concerning an insurance policy in the principal amount of Ten Thousand Dollars (\$10,000.00).

15. For aught that appears from the allegations of the Bill of Complaint, the alleged agent of the Respondent was not acting within the line and scope of his employment at the time the alleged contract was entered into.

16. The Bill of Complaint fails to allege where the occurrences therein complained of are supposed to have occurred.

Comes now the Respondents, by its attorneys, and demurs to that aspect of the Bill of Complaint wherein the Complainant claims damages of the Respondent in the amount of Five Thousand Dollars (\$5,000.00), and assigns the following separate and several grounds in support thereof:

1. There is no equity in said aspect of the Bill of Complaint.

2. There is no allegation of any fault, negligence or any other act or omission to act on the part of the Respondent which would support a claim for punitive damages. The Bill of Complaint fails to allege any wrongful act on the part of any agent of the



Respondent which was either previously authorized or subsequently ratified by the Respondent.

3. The Bill of Complaint fails to allege that the Complainant was frauduantly induced to enter into a contract of insurance by the misrepresentations of an agent, servant or employee of the Respondent corporation.

4. The Bill of Complaint fails to allege any representations by an agent, servant or employee of the Respondent corporation which were authorized, either expressly or impliedly, by the Respondent corporation.

5. The Bill of Complaint fails to allege any facts showing any fault, negligence or any other act or omission to act on the part of the Respondent which would support a claim for compensatory damages.

6. The Bill of Complaint fails to allege wherein the Complainant was damaged in the amount of Five Thousand Dollars.

7. The allegation that the Respondant corporation refused "to pay for the loss of the Complainants eye as per contract" is but a conclusion of the pleader.

8. It affirmatively appears from the Bill of Complaint that the Complainant has suffered no damages, either compensatory or punitive, as the result of the Respondent's alleged failure to pay her any amounts due her under any alleged contracts.

**FILED**

FEB 11 1958

Alice J. Dick, Clerk  
RECEIVED

Respectively submitted,

MCCORVEY, TURNER, JOHNSTONE, ADAMS & MAY

AND

CHASON & STONE

By:

  
Attorneys for Respondent

AMENDED COMPLAINT

Mrs. Annie L. Blackmon

Complainant

Vs

Guarantee Reserve Life  
Insurance Company, a  
Corporation

Respondent

In the Circuit Court of  
Baldwin County, Alabama  
In Equity. No. \_\_\_\_\_

To Hon. Hubert M. Hall, Judge of the Circuit Court of  
Baldwin County, Alabama, In Equity:

Your Complainant, Mrs. Annie L. Blackmon, respectfully  
represents unto Your Honor and this Honorable Court as  
follows;

1.

That your Complainant is a bona fide resident of Baldwin  
County, Alabama and is over the age of twenty one years;  
that the Respondent is a foreign Corporation, with its home  
office in Hammond, Indiana.

2.

That on to wit 8/13/56, the Respondent Corporation, acting  
through its agent, servant or employee, C. Fauver, while in  
the line and scope of his employment with the Respondent, did  
solicit from the Complainant the purchase of a policy of  
insurance with Respondent Company, fraudulently representing  
said policy to be for the principal sum of \$10,000 and fur-  
ther misrepresenting that the premium for said policy would  
be \$19.00. The Complainant accepted said offer of Insurance  
and paid the sum of \$19.00 to the agent, servant or employee,  
C. Fauver and received therefor a receipt, of which the following  
is a true copy, viz; "If notice of receipt of application does  
not reach you within 10 days, write to the Guarantee Reserve  
Life Insurance Company of Hammond, Ind. 8-13 1956. Received of  
~~XXX~~ Annie L. Blackmon an application for \$10 660 Monthly  
Protection Policy and \$19 00 for the first one month premium.  
The nineteen no/100 premium thereafter is \$9 00. Should the  
Company decline to issue the policy applied for, I hereby  
agree to return the payment shown above to said applicant.  
C Fauver Soliciting Agent". This shows an offer on the part  
of the Respondent and an acceptance on the part of the Com-  
plainant, for a sale to her by the Respondent of a policy of  
\$10,000 Insurance. The above quoted receipt shows distinctly  
a meeting of the minds of Complainant and the agent, servant or  
employee of the Respondent, C. Fauver and that a valid, legal  
contract was entered into between them. If the agent, servant  
or employee of the Respondent, C. Fauver did not think that his  
offer would be accepted, or if he made an error in writing said  
receipt quoted above, there was a mutual mistake of fact between  
the parties, preventing a meeting of the minds of the parties.  
A policy of insurance was subsequently sent to Complainant for  
the principal sum of \$2500, instead of being for a principal  
sum of \$10,000 as had been agreed upon by the Complainant and  
the abovementioned C. Fauver, said policy for \$2500 having an  
effective date of to wit 9/17/56. Under the terms of the policy  
applied for and the one received, one fourth of the principal  
sum was to be paid for the loss of the entire sight of one eye  
of the insured.

On to-wit 9/18/56, your Complainant suffered a fall and a few days later suffered the loss of the entire sight of her right eye. After demand being made to it for payment for the loss of the sight of the eye by the Complainant, the Respondent Corporation has both failed and refused to pay her therefor. The Complainant thus had no time to object to said Policy, before losing the sight of her eye.

Wherefore, the premises considered, your Complainant prays that your Honor will by proper process make the said Guarantee Reserve Life Insurance Company party Respondent to this Bill of Complaint, requiring it to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practices of this Honorable Court.

Your Complainant further prays that upon a final hearing hereof, Your Honor will make an order reforming said policy to be for the Principal sum of \$10,000 as originally contracted for and that a further order will be made by Your Honor, directing said Respondent Corporation to pay to Your Complainant one fourth of said principal sum, or \$2500.00 for the loss of the entire sight of her right eye, for which she was insured under said policy. Your Complainant prays for such other, further, different or general relief as she may be entitled to in the premises and she offers to do such Equity in the premises as may be required of her.

**FILED**

APR 28 1958

ALICE J. DUCK, CLERK  
REGISTER



Solicitor for the Complainant

Mrs. Annie L. Blackmon

Complainant

Vs

Guarantee Reserve Life  
Insurance Company, a  
Corporation

Respondent

Amended Complaint

FILED

APR 28 1958

ALICE J. DUCK, Register

MRS. ANNIE L. BLACKMON,  
Complainant,

vs.

GUARANTY RESERVE LIFE  
INSURANCE COMPANY, A  
Corporation,

Respondent.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY NO. 4210

DEMURRER TO AMENDED COMPLAINT

Comes now the Respondent in the above styled cause, by its attorneys, and demurs to the amended bill of complaint heretofore filed in this cause on April 28, 1958, and assigns the following separate and several grounds in support thereof:

1. There is no equity in the amended bill of complaint.
2. The allegations of the bill of complaint are vague, indefinite and uncertain.
3. The amended bill of complaint fails to allege facts which would entitle the complainant to the relief prayed for.
4. No facts are alleged in the amended bill of complaint which would establish as a matter of fact that the complainant contracted for a \$10,000.00 insurance policy rather than \$2,500.00 insurance policy.
5. The allegations of the amended bill of complaint are conclusions of the pleader.
6. The allegation of the amended bill of complaint "This shows an offer on the part of the Respondent and an acceptance on the part of the Complainant, for a sale to her by the Respondent of a policy of \$10,000.00 Insurance" is but a conclusion of the pleader and no facts are alleged to support such conclusion.
7. It affirmatively appears from the amended bill of complaint that no offer was made by the Respondent or anyone acting for it to enter into a contract of insurance with the Complainant providing for the payment of \$10,000.00 under any contingency.
8. The allegations of the amended bill of complaint affirmatively show that no offer of insurance was made to the Complain-

ant by the Respondent or anyone acting for it and an acceptance of such offer.

9. The allegations of the amended bill of complaint affirmatively establish that the agent, servant or employee of the Respondent merely solicited an offer from the Complainant which was not accepted by the Respondent.

10. The allegations of the amended bill of complaint that the agent, servant or employee of the Respondent did solicit from the Complainant the purchase of a policy of insurance with the Respondent, fraudently representing said policy to be for the principal sum of \$10,000.00 is but a conclusion of the pleader and no facts are alleged to support such conclusion.

11. It affirmatively appears from the allegations of the amended bill of complaint that the agent, servant or employee of the Respondent therein named had no right, authority or privilege to accept any offer of insurance from the Complainant.

12. It affirmatively appears from the amended bill of complaint that no contract of insurance in the principal sum of \$10,000.00 has ever been entered into between the Complainant and the Respondent.

13. It affirmatively appears from the amended bill of complaint that any offer made by the agent, servant or employee of the Respondent named in the bill of complaint was subject to acceptance or rejection by the Respondent corporation.

14. The allegation of the amended bill of complaint that the Respondent "did solicit from the Complainant the purchase of a policy of insurance with Respondent Company" is insufficient to establish as a matter of fact that a contract of insurance was ever entered into between the Complainant and the Respondent.

Comes now the Respondent, by its attorneys, and demurs to that aspect of the amended bill of complaint heretofore filed against it on April 28, 1958 wherein the Complainant seeks the reformation of an alleged contract of insurance in the amount of \$2,500.00 to a contract of insurance in the amount of \$10,000.00 and assigns the following separate and several grounds in support thereof:

1. There is no equity in said aspect of the amended bill

of complaint.

2. The amended bill of complaint fails to allege the true contract between the Complainant and the Respondent and wherein by mutual mistake, the said contract is not expressive of the agreement between the parties thereto.

3. The amended bill of complaint fails to allege a mutual mistake of fact by the Complainant and the Respondent.

4. The amended bill of complaint fails to allege with certainty any fraud on the part of the Respondent which would warrant the reformation of a contract of insurance.

5. The amended bill of complaint fails to allege that there was a meeting of the minds between the Complainant and the Respondent and an agreement or contract actually entered into and a written instrument subsequently executed which does not express what was really intended by the parties.

6. The amended bill of complaint fails to allege a mistake on the part of one party to a contract accompanied by a fraud or inequitable conduct on the part of the other party to the contract.

7. The amended Bill of Complaint fails to allege that there has been a mistake of the scrivener in the drafting of the contract therein referred to and alleged to have been entered into.

8. The allegation of the amended bill of complaint that the Respondent's agent solicited from the Complainant the purchase of a policy of insurance with Respondent Company, fraudently representing said policy to be for the principal sum of \$10,000.00 is insufficient to establish any contractual relationship between the Complainant and the Respondent concerning an insurance policy in the principal sum of \$10,000.00.

9. The reference in the prayer of the amended bill of complaint to the effect that a policy in the principal sum of \$10,000.00 was "as originally contracted for" is but a conclusion of the pleader and no facts are alleged to establish that such a policy was actually contracted for.

10. For aught that appears from the amended bill of complaint the Respondent has made no promise to the Complainant concern-

ing any insurance policy in the principal amount of \$10,000.00.

11. No facts are alleged in the amended bill of complaint to show any contractual obligation from the Respondent to the Complainant under any contract of insurance in the principal amount of \$10,000.00.

12. It affirmatively appears from the amended bill of complaint that the agent, servant or employee of the Respondent Company therein named merely solicited a policy of insurance from the Complainant and that such solicitation was subject at all times to acceptance or rejection by the Respondent Company.

13. For aught that appears from the amended bill of complaint there never was any meeting of the minds of the Complainant and the Respondent concerning anything other than an insurance policy in the principal amount of \$2,500.00.

14. For aught that appears from the amended bill of complaint there never was any meeting of the minds of the Complainant and the Respondent concerning anything other than that the Complainant had made an offer to purchase a policy of insurance in the amount of \$10,000.00 which offer was not accepted by the Respondent Company.

15. The allegations of the amended bill of complaint affirmatively show that no contract of insurance in the amount of \$10,000.00 was ever entered into by and between the Complainant and the Respondent.

16. The amended bill of complaint fails to allege where the occurrences therein complained of are supposed to have occurred.

Respectfully submitted

McCORVEY, TURNER, JOHNSTONE, ADAMS & MAY

and

CHASON & STONE

By:   
Attorneys for Respondent

**FILED**

JUL 7 1958

**ALICE J. DUCK**, CLERK  
REGISTER



MRS. ANNIE L. BLACKMON,  
Complainant,

vs.

GUARANTY RESERVE LIFE  
INSURANCE COMPANY, A  
Corporation,

Respondent.

IN THE CIRCUIT COURT OF

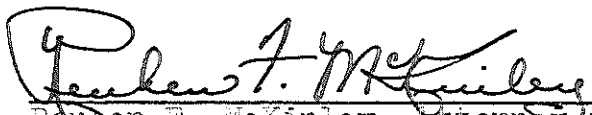
BALDWIN COUNTY, ALABAMA

IN EQUITY NO. 4210

MOTION TO DISMISS

Comes now the Complainant, by her attorney and moves the Court to dismiss the above styled cause and as grounds therefor, says as follows:

1. That the parties to this cause have reached an agreement of settlement.

  
Reuben F. McKinley, Attorney for  
Complainant.

FILED

AUG 19 1958

ALICE J. BOCK, Register

012

FILED

AUG 19 1958

ALICE J. DICK, Registrar

4120