

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 6920

TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon John Doe, a corporation, whose name
is otherwise unknown to the Plaintiff, successor to Accident In-
demnity Insurance Company, 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... Wabash Life
Insurance Company, a corporation, et al,....., Defendant.....

by Patrick Feely.....
....., Plaintiff.....

Witness my hand this..... 30th..... day of..... March..... 19 66..

Alice J. Newkirk Clerk

Patrick Feely,

Plaintiff,

Vs.

WABASH LIFE INSURANCE COMPANY,
a corporation, successor to
ACCIDENT INDEMNITY INSURANCE
COMPANY, a corporation, and
JOHN DOE, a corporation, whose
name is otherwise unknown to
the Plaintiff, successor to
ACCIDENT INDEMNITY INSURANCE
COMPANY, a corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

1.

The Plaintiff claims of the Defendant the sum of \$979.00 due on a policy, whereby the Defendant, on the 2nd day of January, 1963, insured for a term of one year, and from year to year thereafter so long as the annual premium was paid, against the Plaintiff's total and permanent disability. Plaintiff avers he suffered a heart attack on February 12, 1963, totally and permanently disabling him and causing him a total loss of time for the rest of his life, of which the Defendant has had notice. Plaintiff avers at the time of the illness said premium on said policy had been paid to and accepted by the Defendant up to February 1, 1964, and said policy was in full force and effect on and including said February 12, 1963, when said illness was suffered by the Plaintiff.

2.

The Plaintiff claims of the Defendant the sum of \$979.00 due on a policy of insurance whereby the Defendant, on to-wit: January 2, 1963, agreed to indemnify the Plaintiff against total and permanent disability with a weekly indemnity for total disability of \$25.00 a week, and Plaintiff avers that he was totally disabled following his usual avocation and Plaintiff avers that on the 12th day of February, 1963, and while said policy was in full force and effect, Plaintiff while engaged in his avocation

as a farmer suffered a heart attack resulting in his total disability and while Plaintiff has made due and legal proof of his said damage to said Defendant, said Defendant has failed and refused to pay said sum claimed, hence this suit.

3.

The Plaintiff claims of the Defendant the sum of \$979.00 due on a policy, whereby the Defendant, on the 2nd day of January, 1963, insured for a term of one year, and from year to year thereafter so long as the annual premium was paid, against the Plaintiff's total and permanent disability. Plaintiff avers he suffered an Angina pectoris on February 12, 1963, totally and permanently disabled him and causing him a total loss of time for the rest of his life, of which the Defendant has had notice. Plaintiff avers at the time of the illness said premium on said policy had been paid to and accepted by the Defendant up to February 1, 1964, and said policy was in full force and effect on and including said February 12, 1963, when said illness was suffered by the Plaintiff.

4.

The Plaintiff claims of the Defendant the sum of \$979.00 due on a policy of insurance whereby the Defendant, on to-wit: January 2, 1963, agreed to indemnify the Plaintiff against total and permanent disability with a weekly indemnity for total disability of \$25.00 a week, and Plaintiff avers that he was totally disabled following his usual avocation and Plaintiff avers that on the 12th day of February, 1963, and while said policy was in full force and effect, Plaintiff while engaged in his avocation as a farmer suffered an Angina pectoris resulting in his total disability and while Plaintiff has made due and legal proof of his said damage to said Defendant, said Defendant has failed and refused to pay said claim, hence this suit.

WILTERS, BRANTLEY & NESBIT

BY:

Walter S. Nesbit
Attorney for Plaintiff

Service may be had upon Mr. T. Raymond Perdue, 2323 4th Avenue
North, Birmingham, Alabama

FILED

DEC 1 1937
H. E. DICK, CLERK

PATRICK FEELY,)	IN THE CIRCUIT COURT OF
	*	
Plaintiff,)	BALDWIN COUNTY, ALABAMA
	*	
Vs.)	AT LAW
	*	
WABASH LIFE INSURANCE COMPANY,)	CASE NO. _____
a corporation, successor to	*	
ACCIDENT INDEMNITY INSURANCE)	
COMPANY, a corporation, and	*	
JOHN DOE, a corporation, whose)	
name is otherwise unknown to	*	
the Plaintiff, successor to)	
ACCIDENT INDEMNITY INSURANCE	*	
COMPANY, a corporation,)	
	*	
Defendant.)	

DEMURRER

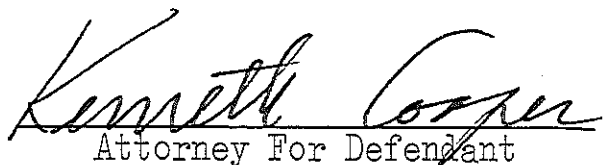
Comes now Defendant in above-styled cause, by its Attorney, and demurs to the complaint heretofore filed in this cause, and to each and every count thereof, separately and severally, and assigns as grounds therefor the following, to each and every count thereof, separately and severally, to-wit:

1. The complaint fails to state a legal cause of action.
2. The complaint is vague and uncertain in that it does not appraise the Defendant with sufficient certainty of the type of heart attack allegedly suffered.
3. Plaintiff fails to allege how or when the Defendant was allegedly notified of Plaintiff's heart attack.
4. Plaintiff fails to allege what type of policy he had with Defendant.
5. The allegation that Plaintiff suffered a heart attack, ~~totally and permanently disabling him and causing him a total~~ loss of time the rest of his life is a mere conclusion of the Pleader.
6. Plaintiff fails to describe "his usual avocation" and whether it is the same as his avocation of farming.
7. Plaintiff fails to allege that he has complied with all terms of the policy of insurance allegedly issued to him.

8. For that sufficient facts are not alleged to show any liability on the part of the Defendant.

9. For that the type of alleged heart attack is not described.

10. For aught that appears the type of heart attack allegedly suffered is not sufficiently described to indicate whether it is the type that totally and permanently disables an individual.


Attorney For Defendant

Defendant respectfully demands
a trial by jury in this cause.


Attorney For Defendant

Attorney Of Record For Plaintiff.

Wilters, Brantley & Nesbit
Bay Minette, Alabama

I hereby certify that I have served a copy of the foregoing Demurrer on Wilters, Brantley & Nesbit, Attorneys At Law, Bay Minette, Alabama, counsel for plaintiff herein by depositing a copy of same in the United States mail at Bay Minette, Alabama, addressed as above indicated by first class mail, postage prepaid, on this 29th day of April, 1966.

FILED

APR 29 1966

WILEY L. BULL, CLERK
REGISTER


Counsel For Defendant

Patrick Feely,	X	
Plaintiff,	X	
Vs.	X	
WABASH LIFE INSURANCE COMPANY,	X	IN THE CIRCUIT COURT OF
a corporation, successor to		
ACCIDENT INDEMNITY INSURANCE	X	BALDWIN COUNTY, ALABAMA
COMPANY, a corporation, and		
JOHN DOE, a corporation, whose	X	AT LAW
name is otherwise unknown to		
the Plaintiff, successor to	X	
ACCIDENT INDEMNITY INSURANCE		
COMPANY, a corporation,	X	
Defendant.	X	

1.

The Plaintiff claims of the Defendant the sum of \$979.00 due on a policy, whereby the Defendant, on the 2nd day of January, 1963, insured for a term of one year, and from year to year thereafter so long as the annual premium was paid, against the Plaintiff's total and permanent disability. Plaintiff avers he suffered a heart attack on February 12, 1963, totally and permanently disabling him and causing him a total loss of time for the rest of his life, of which the Defendant has had notice. Plaintiff avers at the time of the illness said premium on said policy had been paid to and accepted by the Defendant up to February 1, 1964, and said policy was in full force and effect on and including said February 12, 1963, when said illness was suffered by the Plaintiff.

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as a farmer suffered a heart attack resulting in his total disability and while Plaintiff has made due and legal proof of his said damage to said Defendant, said Defendant has failed and refused to pay said sum claimed, hence this suit.

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WILTERS, BRANTLEY & NESBIT

BY: *Amelio S. Nesbit*
Attorney for Plaintiff

Service may be had upon Mr. T. Raymond Perdue, 2323 4th Avenue
North, Birmingham, Alabama

FILED
MAR 20 1966
ALICE L. DICK, CLERK
REGISTER

EXECUTED BY SERVING A
COPY OF THE WITHIN OF
T.R. Cardus and
Agent for Unhatched
Life Insurance
Company

This the 14 day of April 1962
M. S. BUTLER
Sheriff Montgomery County

By [Signature]
Deputy Sheriff

The Sheriff claims 2
miles at 10c per mile for a total
of \$ 22
M. S. Butler, Sheriff
Montgomery County, Ala.

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - 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 Wabash Life Insurance Company, a corporation, successor to Accident Indemnity Insurance Company, a corporation, by service upon Mr. T. Raymond Perdue, 2323 4th Avenue North, ^{Montgomery} ~~Birmingham~~, Alabama, and John Doe, a corporation, whose name is otherwise unknown to the Plaintiff, successor to Accident Indemnity Insurance Company, 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.....

Wabash Life Insurance Company, a corporation, et al., Defendant.....

by Patrick Feely.....

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

Witness my hand this 30th day of March 19 66.

EX-4-14-66 on Wabash Life Ins. Allice J. Alcock, Clerk

No. 6920

Page.....

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

Patrick Feely

Plaintiffs

vs.

Wabash Life Ins. Co.
et al

Defendants

SUMMONS AND COMPLAINT

Filed 3-30 1966

Reese J. Luck Clerk
777 Bly

Mr. J R Perdue

2323 - 4th ave north

PERDUE-TALLANT AGENCY
P.O. DRAWER 4308
MONTGOMERY, ALA.

Willis Bentley & Nesbit

Plaintiff's Attorney

Defendant's Attorney

RECEIVED IN OFFICE

REC'D. SHERIFF'S

APR 12 1966

Defendant lives at

M. S. BUTLER, Sheriff

RECEIVED

Received In Office 90 PERDUE

MAR 30 1966 TALLANT AGENCY
P.O. DRAWER 4308
MONTGOMERY, ALA.

TAYLOR WILKINS

SHERIFF

Sheriff

I have executed this summons
T.R. Perdue
this NOT FOUND in Jefferson County this
by leaving a copy with APR 4 1966
MELVIN BAILEY, Sheriff
Jefferson County, Alabama

Subscribed 30 day of March 1966

Not found in my county after diligent search and in-

quiry. As to John Doe
Taylor Wilkins, Sheriff

By W. A. Colbert
Deputy Sheriff

Melvin Bailey, Sheriff of
Jefferson County, Alabama,
claims \$1.50 each for serving

process(es) and \$1.00
travel expense on each of

process(es) or a total of

\$

Deputy Sheriff,

Sheriff

Deputy Sheriff