

308

GEORGE FEULNER,

PLAINTIFF,

-VS-

THE NATIONAL LIFE AND ACCIDENT
INSURANCE COMPANY, A Corporation,
of Nashville, Tennessee,

DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW.

NO. _____.

Comes The National Life and Accident Insurance
Company, a Corporation, of Nashville, Tennessee, Defendant
in the above styled cause, and in answer to the Plaintiff's
Complaint pleads the General Issue by Consent, with leave
to give in evidence any matter which, if well pleaded, would
be admissible in defense of the action, and with like leave
to Plaintiff to give in evidence any matter which, if well
pleaded, would be admissible in reply to such defensive mat-
ter, to have effect as if so pleaded.

J. E. Meredith
Robert T. Ervin Jr.

J. E. Meredith, and Robert T.
Ervin, Jr., Attorneys for Defendant.

RECORDED

Duck
7-5-21

Answer to Amended Complaint

GEORGE FEULNER,

Plaintiff,

VS.

THE NATIONAL LIFE &
ACCIDENT INSURANCE COM-
PANY, a Corporation, of
NASHVILLE, TENNESSEE,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

Filed November 2, 1934
R. S. Duck,
Clerk.

STATE OF ALABAMA,)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon THE NATIONAL LIFE AND ACCIDENT INSURANCE CO., a Corporation, of NASHVILLE, TENNESSEE, to appear within thirty (30) days from the service of this writ in the Circuit Court to be held for said County at the place of holding the same, then and there to answer the Complaint of GEORGE FEULNER.

WITNESS my hand this 5th day of October, 1936.

R. S. Duck
Clerk.

GEORGE FEULNER,
Plaintiff,

VS.

THE NATIONAL LIFE AND
ACCIDENT INSURANCE CO.,
a Corporation, of NASH-
VILLE, TENNESSEE,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

FIRST:

The Plaintiff claims of the Defendant TEN THOUSAND (\$10,000.00) DOLLARS due on a policy whereby the Defendant, on to-wit, February 14th, 1929, insured the life of the Plaintiff, and also insured his health and his body against injury within the terms of said policy and disease and sickness. The Plaintiff avers that, on to-wit, March 1st, 1936, he became totally and permanently disabled, causing him a total loss of time for the rest of his life, of which Defendant has had notice. Plaintiff avers that at the time he became totally and permanently disabled said premium on said policy had been paid to and accepted by the Defendant, and said policy was in full force and effect on and including said March, 1936, when he became so disabled.

SECOND:

The Plaintiff claims of the Defendant TEN THOUSAND (\$10,

000.00) DOLLARS damages for the breach of an agreement entered into by it, on to-wit, the 14th day of February, 1929, in substance as follows:

"THE NATIONAL LIFE AND ACCIDENT INSURANCE CO. of Nashville, Tennessee - For the considerations hereinafter set forth, HEREBY AGREES, that upon receipt by the Company at its Home Office in the city of Nashville, Tennessee, of due proof, on forms which will be furnished by the Company on request, that while the Policy hereinafter referred to and this Supplementary Contract are in full force, and prior to the anniversary date of said Policy nearest the birthday of the Insured on which he attains the age of 60, the Insured has become totally and permanently disabled, as the result of bodily injury sustained or disease beginning after the said Policy, or any reinstatement thereof, shall become effective, so as to be prevented thereby for life from engaging in any occupation and performing any work for compensation or profit, and that such disability has already continued uninterruptedly for a period of at least three months, it will, during the continuance of such disability,

1. Waive the payment of each premium falling due under said Policy and this Supplementary Contract, and,

2. Pay to the Insured; or, if he be mentally incapacitated, to the Beneficiary of record under said Policy; a monthly income of one per cent of the sum insured thereunder (Ten Dollars (\$10.00) per thousand)."

Plaintiff avers that he became, as a result of disease, totally and permanently disabled, causing him a total loss of time for the rest of his natural life. Plaintiff further avers that although he has complied with all of the provisions of said contract on his part, the Defendant has failed to comply with the following provision thereof, viz: The Defendant has failed to pay the Plaintiff said One Hundred (\$100.00) Dollars per month. Plaintiff avers that at the time he became totally and permanently disabled, on to-wit, March 1st, 1935, said premium on said policy had been paid to and accepted by the Defendant up to and including the month of March, 1936, and said policy was in full force and effect at and including the time he became so disabled.

Beche Noel & Beche
Attorneys for Plaintiff.

RECORDED
Duck
7-5-69

~~839~~ 839

SUMMONS AND COMPLAINT

GEORGE TEULNER,
Plaintiff,

VS.

THE NATIONAL LIFE AND
ACCIDENT INSURANCE CO.,
a Corporation, of NASH-
VILLE, TENNESSEE,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW.

RECEIVED IN OFFICE
OCT 7 - 1936
Haygood Paterson, Sheriff

EXECUTED BY SERVING
a copy of the within on

Frank or Julian
as Supt of Ins
of the State of Ala
and said
Frank or Julian
was such when served
Haygood Paterson 10/7/36
Sheriff Montgomery County.
By Wamford
Deputy Sheriff

Filed Oct. 5, 1936
R. L. Duck.
Clerk

THE STATE OF ALABAMA,
BALDWIN COUNTY.

CIRCUIT COURT OF
No. 308/ Judgment April Term, 1937

George Faulner.

VS. The National Life and Accident Insurance Co.

DEAR SIRS—At the _____ Term, 193____, of the above Court

recovered a judgment against _____

for the sum of _____ Dollars,

besides _____ Dollars, costs of suit and execution

was duly issued thereon, commanding any Sheriff of the State that he cause to be made of the goods and chattels, lands and tenements of said _____

the amount of judgment and costs, and the Sheriff has returned said execution endorsed, "No Property Found," and the costs have not yet been paid. I herewith give below an itemized statement of the costs which have accrued in this cause, and respectfully request that you will, on receipt of this, remit the amount and save the additional expense of an execution against you. If I do not hear from you in a few days I will be forced to issue an execution for costs. Please return this with remittance. Respectfully yours,

CLERK'S FEES		Dollars	Cts	AMOUNT BROUGHT FORWARD		\$		
							7	75
Issuing Summons and Complaint	\$1 25	1	25.	Transcript to Supreme Court, 15c per hundred words				
Copies of same, when over 200 words, 15c; per 100	30		30	Copies, 5c per hundred words				
Issuing Alias Summons and Complaint	1 25			Citation to Appellee in Appeal, 20c per hundred words				
Entering Sheriff's Return on Summons and Complaint	20		20	Certificate with Seal, 50c. Without Seal	25			
Docketing Cause 25c. Ent. Appearance 20c	45			Witness Certificate	25	1	50.	
Subpoena for Witness	30	1	80.	Taking Bond Not Above Mentioned	75			
Making Certificate of Judgment	50		40.	Entering Order of Court not above named	30			
Filing	10			Administering Oath	25			
Trial and Incidents	75			Taking Bond for Costs of Non-Resident Plaintiff	75			
Entering Judgment, or copy of same	30		30	Copy of any paper not above named, 15c per hundred words				
Order for Continuance	10		20.	Filing Writ of Prohibition and Entering Return	15			
Issuing Execution	50			Issuing Writ of Prohibition	75			
Docketing Execution	25			Issuing copies of same, 15c per 100 words				
Issuing copy of same	50			Filing Mandamus and Entering Return	15			
Entering Sheriff's Return on Execution, 15c per hundred words	20			Issuing Writ of Mandamus	75			
Final Record, 15c per hundred words	30	3.	00	Issuing copies of same, 15c per 100 words				
Order for Alias Summons and Complaint	30			Total Clerk's Fees				
Order to Dismiss Cause	30		30.	SHERIFF'S FEES				
Order to Set Aside Dismissal	30			Serving and Returning Summons	\$1 50	9	25.	
Order Overruling Motion to Set Aside Dismissal	75			Serving and Returning Subpoenas	65	1	50.	
Order Granting New Trial	30			Collecting Execution for Costs	1 50			
Order Overruling Motion for New Trial	30			Serving and Returning Sci. Fa. Notice, etc.	65	3	90.	
Order Overruling Motion for Continuance	30	7.	75	Executing Writ of Possession	2 50			
Order Overruling Motion to Set Aside Default	30			Levying Attachment	3 00			
Order for Notice to Non-Resident Defendant	30			Entering and Returning Attachment	25	5	40	
Issuing Notice for Publication and Copy, 20c per hundred words	30			Entering and Returning Execution	25			
Order to Give Security for Costs	30			Summoning and Returning Garnishee	1 50			
Order to Give Additional Bond	30			Taking and Approving Garnishee Bond	75			
Order to Execute Writ of Inquiry	30			Serving and Returning Writs	1 50			
Order of Sale in Attachment	30			Serving and Returning Summons on Forcible Entry	1 00			
Order for Leave to Amend Complaint	30			Executing Writ of Restitution in such cases	2 00			
Order for Leave to Amend Pleas	30			Taking and Approving Bonds of Every Kind	1 00			
Order for Leave to Amend Writ of Process	30			Taking and Approving Claim Bond	1 00			
Order for Attachment for Witness	30			Taking and Approving Forthcoming Bond	1 00			
Filing Deposition	10			Taking and Approving Bail Bond	1 00			
Issuing Commission to Take Deposition	75			Taking and Approving Plaintiff's Detinue Bond	1 00			
Issuing copy of same, 15c per 100 words				Taking and Approving Defendant's Detinue Bond	1 00			
Issuing Copy of Interrogatories, 15c per hundred words, but not less than	50			Making Deed	2 50			
Endorsing each Pet. Deposition Opened	10			Serving Attachment for Contempt of Court	1 50			
Taking Bond in Garnishment on Summons	75			Collecting Money on Execution				
Summons to Garnishee	50			Empanelling Jury	75			
Copies of same, 20c per hundred words				Sheriff's Commission for Property Sold Under Attachment				
Notice to Defendant in Garnishee on Summons, and copy, 20c per 100 words				Seizing Personal Property on Writ of Detinue	3 00			
Swearing Garnishee and Recording Answer, 15c per hundred words but not less than	50			Total Sheriff's Fees		3	50	
Filing Attachment	10			RECAPITULATION				
Issuing Attachment Writ and Taking Bond	1 00			Judgment				
Issuing Copies of Attachment Writ, 15c per hundred words				Interest				
Filing Certiorari and Entering Return	15			Clerk's Fees		9	25	
Taking Certiorari Bond and Filing Same	75			Sheriff's Fees		5	40.	
Issuing Writ of Certiorari	75			Justice's Fees				
Issuing copies of Same, 15c per 100 words				Constable's Fees				
Issuing Writ of Scieri Facias or Notice in Nature of	75			Witnesses' Fees		13	20.	
Issuing copies of same, 15c per 100 words				Commissioner's Fees				
Taking Supersedeas Bond and filing same	75			Printer's Fees				
Taking Appeal Bond and filing same	75			Stenographer's Fees	5 00			
				Answer of Garnishee				
				Trial Tax	3 00	3	00	
TOTAL FORWARDED				Total		\$	30.85	

Received Payment this _____ day of April 1937

ATTEST:

Clerk Circuit Court, Baldwin County, Ala.

GEORGE FEULNER,

Plaintiff,

VS.

THE NATIONAL LIFE AND
ACCIDENT INSURANCE CO.,
a Corporation, of NASH-
VILLE, TENNESSEE,

Defendant.

IN THE CIRCUIT COURT OF

BAIDWIN COUNTY, ALABAMA,

AT LAW.

And now comes the Plaintiff, and by leave of the Court first had and obtained, amends his complaint so that the same shall read as follows:

FIRST:

The Plaintiff claims of the Defendant SEVEN HUNDRED (\$700.00) DOLLARS due on a policy whereby the Defendant, on to-wit, February 14th, 1929, insured the life of the Plaintiff, in the sum of Ten Thousand (\$10,000.00) Dollars, and also insured his health and his body against injury within the terms of said policy and disease and sickness. The Plaintiff avers that, on to-wit, March 1st, 1936, he became totally and permanently disabled, causing him a total loss of time since to-wit March 1st, 1936, of which the Defendant has had notice. Plaintiff avers that at the time he became totally and permanently disabled said premium on said policy had been paid to and accepted by the Defendant, and said policy was in full force and effect on and including said March, 1936, when he became so disabled, and was conditioned that in the event of total and permanent disability within the terms of the policy, it would pay to him a montly income of 1% of the sum insured thereunder (\$10.00 per thousand); that the Defendant is so indebted to the Plaintiff in said sum of One Hundred (\$100.00) Dollars per month for the months of March, April, May June, July, August and September, 1936.

SECOND:

The Plaintiff claims of the Defendant SEVEN HUNDRED (\$700.00) DOLLARS damages for the breach of an agreement entered

into by it, on to-wit, the 14th day of February, 1929, in substance as follows:

"THE NATIONAL LIFE AND ACCIDENT INSURANCE CO. of Nashville, Tennessee - For the considerations hereinafter set forth, HEREBY AGREES, that upon receipt by the Company at its Home Office in the city of Nashville, Tennessee, of due proof, on forms which will be furnished by the Company on request, that while the Policy hereinafter referred to and this Supplementary Contract are in full force, and prior to the anniversary date of said Policy nearest the birthday of the Insured on which he attains the age of 60, the Insured has become totally and permanently disabled, as the result of bodily injury sustained or disease beginning after the said Policy, or any reinstatement thereof, shall become effective, so as to be prevented thereby for life from engaging in any occupation and performing any work for compensation or profit, and that such disability has already continued uninterruptedly for a period of at least three months, it will, during the continuance of such disability,

1. Waive the payment of each premium falling due under said Policy and this Supplementary Contract, and,
2. Pay to the Insured; or, if he be mentally incapacitated, to the Beneficiary of record under said Policy; a monthly income of one per cent of the sum insured thereunder (Ten Dollars (\$10.00) per thousand)."

Plaintiff avers that he became, as a result of disease, totally and permanently disabled, causing him a total loss of time from March 1st, 1936, up to and including the present time. Plaintiff further avers that although he has complied with all of the provisions of said contract on his part, the Defendant has failed to comply with the following provision, viz: The Defendant has failed to pay the Plaintiff said One Hundred (\$100.00) Dollars per month for the said time that he has been so totally and permanently disabled, that is, March, April, May, June, July, August and September. Plaintiff avers that, on to-wit, March 1st, 1936, said premium on said policy had been paid to and accepted by the Defendant up to and including the month of March, 1936, and said policy was in full force and effect at and including the time he became so disabled.

Beebe, Hall & Duke
Attorneys for Plaintiff.

Service Accepted This 26th day of October 1936

J. C. Mumford
Attorney for National Life & Accident Insurance Co.

Duck
7-571

RECORDED

AMENDED COMPLAINT

GEORGE FEULNER,

Plaintiff,

VS.

THE NATIONAL LIFE AND
ACCIDENT INSURANCE CO.,
a Corporation, of NASH-
VILLE, TENNESSEE,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW.

Filed November 2, 1936
R. S. Duck, Clerk.

RECORDED

Duck

7-571

RECORDED

AMENDED COMPLAINT

GEORGE FEULNER,

Plaintiff,

VS.

THE NATIONAL LIFE AND
ACCIDENT INSURANCE CO.,
a Corporation, of NASH-
VILLE, TENNESSEE,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

Filed November 2, 1936

R. S. Duck, Clerk.

308

MARCH 11, 1937.

Mr. J. E. Meredith,
Van Antwerp Building,
Mobile, Alabama.

Dear Mr. Meredith:- IN RE: PEULNER VS. NATIONAL LIFE & ACC. INS. CO.

Judge Hare has definitely set the above matter for hearing
at Bay Minette, on Friday, April 2nd, 1937.

I am accordingly advising the Clerk of the Court and will
have our witnesses subpoenaed for that time.

I believe that this is the day you and Bob suggested.

Yours very truly,

Hubert W. Hall

HWH/J

Cc - Hon. F. W. Hare,
Monroeville, Ala.

Cc - Mr. R. S. Duck,
Bay Minette, Ala.