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[illegible]

AETNA INSURANCE COMPANY,
a Corporation,

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

$$y = \text{polyfit}(x(1:n), y(1:n), 2);$$

$$\hat{y} = \text{ polyval}(y, x(n+1));$$

$$r^2 = 1 - \frac{\sum_{i=1}^n (y_i - \hat{y}_i)^2}{\sum_{i=1}^n (y_i - \bar{y})^2};$$

$$r = \sqrt{r^2};$$

$$\text{end}$$

J. T. Blackburn
Attorney for Plaintiff.

Plaintiff demands a trial of said cause by jury.

J. T. Blackburn
Attorney for Plaintiff.

Attorney for Plaintiff.

Original.

SUMMONS AND COMPLAINT.

VERNIE GROSS,

Plaintiff,

VS.

AETNA INSURANCE COMPANY,
a Corporation,

Defendant.

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

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

Filed for record 1938

STATE OF ALABAMA
BALDWIN COUNTY

I have executed the within writ by serving a copy on Charles C. Hand, a member of the firm of Charles C. Hand and Son, a Co-Partnership composed of Charles C. Hand and Charles C. Hand, Jr., Agents for the Aetna Insurance Company, a Corporation, this the 27 day of April, 1938.

M. A. W. McKinn
By *John C. Davis*
Sheriff, Baldwin County, Alabama.

8-5.

We the jury find for the Plaintiff and assess the damages at \$500.00.

O. H. Anderson
Foreman

VERNIE GROSS,

PLAINTIFF,

VS.

AETNA INSURANCE COMPANY,
A Corporation,

DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW #


Comes the defendant and for answer to the complaint
says as follows:

1. That plaintiff ought not to maintain this action
for this; that prior to and as part of the negotiations for
the execution and procurement of the contract of insurance
here sued on, the said Vernie Gross did represent to the local
agent of the defendant that the automobile which is the sub-
ject of this suit was of the value of Seven Hundred (\$700.00)
Dollars, and that this amount was the price paid for said auto-
mobile; the defendant further avers that at the time Vernie
Gross made said representation and at the time said policy of
insurance was issued, said representation was false and untrue;
defendant further avers that said misrepresentation was relied
on by the defendant and related to matters intrinsically material
to the risk and that the said defendant relied on these represen-
tations made by Vernie Gross. Defendant further avers that
neither at the time of said misrepresentation, nor at the time
said policy of insurance was issued, did it know or have notice
that said representation was untrue and it further avers that it
was induced by said misrepresentation to execute a policy on said
automobile in the amount sued for in the complaint.

2. For further answer to the complaint, the defendant
says as follows: that heretofore, on-to-wit, the 23rd day of
January, 1937, the plaintiff, Vernie Gross, undertook to procure
the policy of insurance on a 1932 Nash Sedan, which is the subject

of this suit and as part of the negotiations for said policy of insurance, the said Vernie Gross misrepresented to the agent of the defendant, that she paid Seven Hundred (\$700.00) Dollars for said automobile; that the defendant relying on the representation of the said Vernie Gross did issue a policy of insurance on said automobile in the sum of Five Hundred (\$500.00) Dollars; that said representation was false and untrue and was made with the intent to deceive and that said misrepresentation related to matters intrinsically material to the risk. The defendant further avers that it did not know either at the time the representation was made or at the time the policy was issued that said representation was untrue and it further avers that by reason of the misrepresentation of the said Vernie Gross that it was induced to execute said policy.

3. The defendant further says that the plaintiff represented to the agent of the defendant that she owned said automobile, whereas, the said automobile was owned by W. W. Gross, husband of the plaintiff, and that the said Vernie Gross had no insurable interest in the automobile which was destroyed by fire and on which the policy here sued on was issued.


Attorney for Defendant.

RECORDED *Due*
8-232

VERNIE GROSS, Plaintiff,

vs.

AETNA INSURANCE COMPANY,
Defendant.

PLEAS.

*Good May 25-1938
Resubst
Due -*

VERNIE GROSS,

Plaintiff,

VS.

AETNA INSURANCE COMPANY,
a Corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW. NUMBER _____.

Demurrer.

Comes the Plaintiff in the above entitled cause and demurs to pleas One, Two and Three separately and severally, and as grounds therefor alleges separately and severally the following:

1. Because it is not shown that the misrepresentations of the Plaintiff damaged the Defendant.

2. It is not shown that the deceit alleged on Plaintiff's part damaged defendant.

3. For aught that appears the fraud alleged on Plaintiff's part did not damage Defendant.

4. Because it is not shown that the Defendant suffered any damage or injury by reason of Plaintiff's misrepresentation, fraud or deceit as alleged.

5. Because it is not shown that the Defendant acted or relied on the Plaintiff's representations in entering into said insurance contract.

J. D. Bachman

Attorney for Plaintiff.

RECORDED

Ames
8-2-46

DEMURRER.

VERNIE GROSS,

Plaintiff,

VS.

AETNA INSURANCE COMPANY,
a Corporation,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW. NUMBER 440.

Filed June 24 1936
Rebulet
Cal.

VERNIE GROSS,

PLAINTIFF,

VS.

AETNA INSURANCE COMPANY,
A CORPORATION,

DEFENDANT.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW, #

Comes the defendant in the above styled cause
and files this, its appearance, and reserves the right
to plead or demur specially.


Attorney for Defendant.

RECORDED Due
440 8-233

APPEARANCE OF DEFENDANT

Filed May 3 1938
R. D. Dyer,
Clerk

No. 80030

FORM NO. 11
AUTOMOBILE POLICY

A STOCK COMPANY

IN CONSIDERATION OF THE PREMIUM HEREINAFTER MENTIONED

Aetna Insurance Company

HARTFORD, CONNECTICUT

Does Insure the Assured named herein, for the term herein specified, to an amount not exceeding the actual cash value of the property at the time any loss or damage occurs, nor, in any event, the limits of liability, if any, herein specified, against direct loss or damage from the perils specifically insured against herein to the automobile herein described and the equipment usually attached thereto, only while within the limits of the United States (exclusive of Alaska, the Hawaiian, Philippine and Virgin Islands and Porto Rico) and Canada, including while on coastwise steamer between ports within said limits.

B NAME OF ASSURED Mrs. Vernie Gross
ADDRESS OF ASSURED Bay Minette, Baldwin Alabama
No. Street City County State
Subject to all the provisions, exclusions, conditions and warranties contained in this Policy, loss, if any, payable, as interest may appear, to Assured and Address.

TERM OF POLICY: From Jan. 27th, 1937 noon To Jan. 27th, 1938 noon, Standard Time at place Policy is issued.

C This insurance is against only such and so many of the Perils named in the Schedule below as are indicated by a specific premium in writing set opposite thereto. The limit of this Company's liability against each of such Perils shall be as stated in the General Conditions of this Policy, not exceeding, however, the limits stated in said Schedule.

COMBINATION AUTOMOBILE POLICY ENDORSEMENT

Effective on and after Feb. 18th, 1937

Corrected rating on Automobile insured under Aetna Policy No. 80030 is hereby made under Table No. 3-Territory- CA ##### same being-Fire- \$2.70 and Theft-.55- making total premium due under said policy of \$16.25 instead of \$11.25.

Attached to and forming part of Automobile Policy No. 80030 issued by
AETNA INSURANCE COMPANY ~~and The Connecticut General Insurance Company~~ of Hartford, Connecticut,

to Mrs. Vernie Gross

Not valid until countersigned by the authorized Agent of

the Company at Bay Minette, Alabama
City State

Rosa Lee
Authorized Agent

Ralph B. Ives
President

Form H 4427 Edition May, 1927

PRINTED IN U. S. A.

E Upon acceptance of the insurance described herein, and no officer, agent or other representative of this Company shall have power to waive any of the terms of this Policy unless such waiver be written upon or attached hereto; nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the Assured unless so written or attached. This Policy shall be void in event of violation by the Assured of any agreement, condition or warranty contained herein or in any rider now or hereafter attached hereto.

In Witness Whereof, this Company has executed and attested these presents; but this Policy shall not be valid unless countersigned by a duly authorized Agent of this Company at

BAY MINETTE, ALABAMA

Frank T. Bush
Secretary

W. Ross McCain
President

Countersigned at Bay Minette, Alabama

This 27th day of January, 1937

Rosa Lee Agent

DEFINITION OF PERILS

- F** **Fire, Lightning and Transportation:** (a) Fire, arising from any cause whatsoever; and Lightning;
- (b) The Stranding, Sinking, Burning, Collision or Derailment of any conveyance in or upon which the automobile is being transported on land or water, including general average and salvage charges for which the Assured is legally liable.
- G** **Theft, Robbery and Pilferage: (Broad Form)** Theft, Robbery and Pilferage, excepting by any person or persons in the Assured's household or in the Assured's service or employment, whether the theft, robbery or pilferage occurs during the hours of such service or employment or not, and excepting by any person, or agent thereof, or by the agent of any firm or corporation to which person, firm or corporation the Assured, or any one acting under express or implied authority of the Assured, voluntarily parts with title and/or possession, whether or not induced so to do by any fraudulent scheme, trick, device or false pretense; and excepting in any case, other than the theft of the entire automobile described herein, the theft, robbery or pilferage of tools or repair equipment.
- This Policy does not insure against the wrongful conversion, embezzlement or secretion by a mortgagor, vendee, lessee or other person in lawful possession of the insured property under a mortgage, conditional sale, lease or other contract or agreement, whether written or verbal.
- H** **Theft, Robbery and Pilferage: Deductible Pilferage Clause** Theft, Robbery and Pilferage, excepting by any person or persons in the Assured's household or in the Assured's service or employment, whether the theft, robbery or pilferage occurs during the hours of such service or employment or not, and excepting by any person, or agent thereof, or by the agent of any firm or corporation to which person, firm or corporation the Assured, or any one acting under express or implied authority of the Assured, voluntarily parts with title and/or possession, whether or not induced so to do by any fraudulent scheme, trick, device or false pretense; and excepting in any case, other than the theft of the entire automobile described herein, the theft, robbery or pilferage of any property insured hereunder unless the amount of the loss or damage thereto by one theft, robbery or pilferage exceeds—on automobiles listing F. O. B. Factory at \$999 and under, \$25.00; and on automobiles listing F. O. B. Factory at \$1,000 and over, \$50.00; in which event, on automobiles listing F. O. B. Factory at \$999 and under, the sum of \$25.00 shall be deducted from the amount of determined loss; on automobiles listing F. O. B. Factory at \$1,000 and over, the sum of \$50.00 shall be deducted from the amount of determined loss.
- This Policy does not insure against the wrongful conversion, embezzlement or secretion by a mortgagor, vendee, lessee or other person in lawful possession of the insured property under a mortgage, conditional sale, lease or other contract or agreement, whether written or verbal.
- I** **Tornado, Cyclone, Windstorm, Hail, Earthquake, Explosion and Water Damage:** Tornado, Cyclone, Windstorm, Hail, Earthquake, Explosion, Accidental and External Discharge or Leakage of Water, excluding damage caused by Rain, Sleet, Snow, Flood, Rupture of Tires and Explosion within the combustion chamber of an internal combustion engine.
- J** **Flood and Rising Water:** Rising of Navigable Waters; Overflow or Breaking of Boundaries of Ponds, Lakes or Streams; or Accidental Discharge or Leakage of Water from pipes, conveyors or tanks. There is no liability hereunder for loss or damage caused by normal or abnormal tides, nor overflow of a seawall. Damage by Rain, Snow or Sleet is not covered hereunder.
- K** **Personal Effects:** Against only the Perils of Fire, Lightning and Transportation as defined in this Policy, robes, wearing apparel and personal effects which are the property of the Assured or any member of the Assured's household, excluding boarders, guests and employees, while contained in or on the insured automobile. This Policy shall not cover salesmen's samples, merchandise for sale or exhibition, theatrical wardrobes, accounts, bills, currency, deeds, moneys, notes, securities or other evidences of debt, nor property specifically or otherwise insured.
- L** **Collision or Upset:** Accidental Collision or Upset where the damage to the automobile and/or equipment herein described from such Collision or Upset is in excess of the deduction specified in Paragraph C; each accident shall be deemed a separate claim and the amount of determined loss or damage shall be subject to such deduction; but this insurance shall not cover loss or damage to any tire unless caused in an Accidental Collision or Upset which also causes other loss or damage to the insured automobile, nor any loss or damage caused directly or indirectly by fire.
- M** **Plate Glass:** Direct loss or damage to any glass permanently attached to or forming a part of the structure of the automobile described herein, caused by accidental breakage of such glass, except all glass in outside lighting apparatus and outside mirrors, subject to the following provisions:—
- If the loss or damage to the glass is covered by other insurance, this Company shall not be liable under this endorsement for any part of such loss or damage, except that if such other insurance provides that a specified amount shall be deducted from each loss, this Company shall be liable under this endorsement to an amount not exceeding the amount deductible in such other insurance.
- N** **Special Additional Coverage:** 1. To include coverage against Tornado, Windstorm, Cyclone, Earthquake, Hail, Explosion and Water Damage as specified in Paragraph I above.
2. To include coverage against Riot and Civil Commotion as follows: Riot, Riot Attending a Strike, Insurrection and Civil Commotion; provided, however, that this Company shall not be liable for loss or damage (a) caused by military, naval or aerial forces of foreign enemies, or (b) confiscation or authorized destruction by duly constituted governmental or civil authorities, nor (c) occurring while the automobile is used in military or police service.
3. To include coverage against Damage by Falling Aircraft as follows:
- This Policy is extended to cover the automobile described herein against direct loss or damage by the falling of an aeroplane, seaplane, or other flying machines, or by the forced landing of any such aircraft, whether out of control or not, or by falling of any part of the equipment thereof, whether the entire aircraft falls or not.
- It is understood and agreed that this insurance does not cover such loss or damage if sustained while the automobiles described are within the confines of any regular landing field, testing field, beach or airport landing field, or while parked within 100 yards of any such field.
4. To include coverage against Flood and Rising Water as specified in Paragraph J above.
- O** **Towing and Road Service:** This Company will reimburse Assured, not to exceed \$40.00 in any one case, for towing or road service expense necessitated by the disablement of the automobile insured under this Policy only when occurring on the road outside the limits of the Assured's premises. It is understood that this coverage does not include cost of repair parts or replacements, gasoline, oil or tires. Receipted bills must be presented for any claims.
- P** **Property Damage:** Property Damage insures the Assured's legal liability to other persons for the injury to or destruction of the property of such persons (including resultant loss of use of such property), and in addition thereto the legal expenses incurred by the Assured with the consent of this Company in connection with such injury or destruction, resulting solely and directly from the ownership, maintenance or use of the automobile herein described, including loading and unloading, provided such injury or destruction occurs during the term of this Policy, but excluding property of the Assured, or in charge of the Assured or any of his employees, or carried in or upon the automobile described herein.
- The insurance provided under the Property Damage coverage of this Policy is so extended as to be available, in the same manner and under the same conditions as it is available to the named Assured, to any person or persons while riding in or lawfully operating the automobile described herein, and to any person, firm or corporation legally responsible for the operation thereof, provided such use or operation is with the permission of the named Assured, or, if the named Assured is an individual, with the permission of an adult member of the named Assured's household other than a chauffeur or a domestic servant, and provided further, that the indemnity extended to persons other than the named Assured shall not apply if the automobile described herein is used as a Public Automobile or is owned or operated by an Automobile Manufacturer, Dealer, Garage, Repair Shop, or Service Station, unless the laws of the State in which this Policy is issued provide to the contrary in which event the requirements of such law are substituted.
- The Insurance provided under the Property Damage coverage of this Policy is extended to conform with the provisions of the Motor Vehicle Financial Responsibility Law of the State or province in which the insured automobile is registered at the time of the accident and/or in which the insured automobile is operated at the time of the accident, to the extent of coverage and limits of liability required by such law but in no event in excess of the limit of liability stated in this Policy.
- The Assured or any other person covered by this Policy agrees to reimburse this Company for any payment made by this Company on account of claims involving a breach of the terms or conditions of this Policy, which payments this Company would not have been obligated to make under the provisions of this Policy except for the agreement contained in the foregoing paragraph.
- The insolvency or bankruptcy of the Assured shall not release this Company from payment of claim under the Property Damage coverage of this Policy and in case execution against the Assured is returned unsatisfied in an action brought by the injured, or his or her personal representative, because of such insolvency or bankruptcy, an action may be maintained by the injured, or his or her personal representative against this Company under the terms of this Policy for the amount of the judgment in the said action not exceeding the limit of insurance for Property Damage stated in Paragraph C.
- Q** **Convertible Collision:** Accidental Collision or Upset where the damage to the automobile and/or equipment herein described is caused by collision or upset, excluding in any event loss or damage: (a) caused directly or indirectly by fire; (b) to any tire, unless caused in an Accidental Collision or Upset which also causes other loss or damage to the insured automobile. Upon the occurrence of the first Collision or Upset which is made the basis of a claim hereunder, the Assured shall pay to the Company the Convertible Additional Payment applicable to the automobile involved and shall give immediate notice in writing of said Collision or Upset to the Company. It is further understood and agreed that loss or damage occurring to the insured automobile previous to the reported accident shall in no event be considered the basis of a valid claim under the terms of this Policy.
- More Than One Automobile**
- If there be more than one automobile insured hereunder, the collision premium and additional payment applicable to each automobile shall be set forth in a schedule attached to and forming part of this Policy.
- V** **Automatic Coverage Endorsement No. 1:** A. Such insurance as is afforded by this Policy to each and every automobile covered thereunder and owned by the Assured shall also apply during the Policy Period to any other automobile (excluding dealers' automobiles, automobiles insured under a finance plan and automobiles insured at a fleet rate), ownership of which is acquired by the Assured as of the date of delivery to him during the Policy Period, subject to all the terms of the Policy and subject also to the following conditions:
1. If the Company covers all automobiles owned by the Assured at the date of such delivery, the insurance shall be applicable to such other automobile if used for pleasure purposes or in the disclosed business of the Assured.
 2. If the Company does not cover all automobiles owned by the Assured at the date of such delivery, the insurance shall be applicable only to such other automobile if it replaces an automobile described in this Policy and if it then may be classified for the purpose of use stated in this Policy.
 3. It is understood and agreed that if any newly acquired automobile replaces an automobile described in this Policy, the automatic coverage provided by this endorsement shall, subject to the terms hereof, be held to include coverage against the same perils for which coverage was provided on the replaced automobile.
 4. The insurance afforded by this Policy shall automatically terminate upon the replaced automobile at the time of such delivery, and
 5. This agreement shall not apply (a) with respect to any loss against which the Assured has other insurance nor unless (b) the Assured notifies the Company within ten days following the date of delivery of such other automobile and (c) pays any additional premium required because of the application of this insurance to such other automobile.
- B. The automatic coverage provided by this agreement shall be limited to not exceeding the actual cash value of any motor vehicle purchased or acquired by the Assured during the term of this Policy which would be covered under this agreement and which is not otherwise insured.
- All provisions and conditions of this Policy not in conflict herewith remain in full force and effect.

A STOCK COMPANY
FORM NO. 11
AUTOMOBILE POLICY

No. **80030**

ASSURED
Mr. J. M. Brown
NAME AND MODEL OF CAR
Ford 32

Policy Expires *Jan 27, 1938*
Premium, \$ *11.25*

This Policy is so designed as to be available for several different forms of protection. Evidence of the Perils Insured Against for which a premium has been paid is shown by the insertion of suitable premium charges.



THE AETNA FIRE GROUP

FOR AGENT'S USE IN CASE OF CANCELLATION

YEAR	MONTH	DAY

Date of Cancellation,

" Policy,

Time in Force,

Premium Paid, . . . \$

" Earned at rate, \$

" Returned, . . . \$

IF PRO RATA, STATE REASON WHY.

WHAT TO DO IN CASE OF LOSS

ALL LOSSES. In all cases protect and preserve whatever remains from further damage or loss from thieves or the elements. (See Policy clause "Protection of Salvage.") Make an immediate report of the loss to the agent who wrote this Policy, giving full details as to cause, amount of damage and present location of automobile.

THEFT LOSS. If the car is stolen report at once to the nearest police station and telephone the Agent of this Company giving full details including state license number, color of body and wheels, make of tires and identifying marks. Where parts only are stolen report to the police and the Agent.

COLLISION OR PROPERTY DAMAGE LOSS. Get names and addresses of witnesses and owners of any property damaged, license numbers of any other cars involved, with name and address of owner and driver. Do not commit the Company or yourself to any course of action until a full report has been received by the Company.

GENERAL CONDITIONS

Automobile Defined— Wherever in this Policy the word "automobile" is used, it shall be held to mean any type of motor vehicle or trailer as described herein; and when two or more automobiles are insured hereunder, the conditions of this Policy apply separately to each.

Unless otherwise provided by agreement in writing added hereto, this Company shall not be liable for loss or damage

Property Excluded (a) To robes, wearing apparel, personal effects, or extra bodies (except that this exclusion does not apply to Property Damage coverage); or

War, Riot, Etc. (b) Caused directly or indirectly by invasion, insurrection, riot, civil war or commotion, military, naval or usurped power, or by order of any civil authority; or

Limitation of Use (c) While the automobile described herein is used as a public or livery conveyance for carrying passengers for compensation; or while rented under contract or leased; or operated in any race or speed contest; or while used in any illicit or prohibited trade or transportation; or,

Age Limit of Driver (d) In connection with the perils of Collision or Upset and Property Damage only, while the automobile described herein is being operated by any person under the age limit fixed by law, or, in any event, under the age of fourteen years.

Limitation of Liability and Method of Determining Same This Company's liability for loss or damage to the automobile described herein shall not exceed the actual cash value thereof at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated accordingly, with proper deduction for depreciation however caused, and without compensation for loss of use, and shall in no event exceed the limit of liability, if any, stated in Paragraph C, nor what it would then cost to repair or replace the automobile or parts thereof with other of like kind and quality; such ascertainment or estimate shall be made by the Assured and this Company, or if they differ, then by appraisal as hereinafter provided.

In the event of loss or damage to the automobile described herein, whether such loss or damage is covered by this Policy or not, the liability of this Company shall be reduced by the amount of such loss or damage until repairs have been completed, but shall then attach as originally written without additional premium.

This Company's liability, if any, under the Property Damage coverage (Paragraph P) shall not exceed the sums which the Assured shall become obligated to pay by reason of the liability imposed upon him by law for damages because of injury to or destruction of the property of others and in no event shall this Company be liable with respect to such claims (including claims for loss of use) arising from one accident for more than the limit of liability stated in Paragraph C plus legal expenses, if any, incurred by the Assured with the consent of this Company.

Other Insurance No recovery shall be had under this Policy if at the time a loss occurs there be any other insurance, whether such other insurance be valid and/or collectible or not, covering such loss, which would attach if this insurance had not been effected.

Cancellation This Policy shall be cancelled at any time at the request of the Assured, in which case this Company shall, upon demand and surrender of this Policy, refund the excess of paid premium above the customary short rate premium for the expired term. This Policy may be cancelled at any time by this Company by giving to the Assured five (5) days' written notice of cancellation with or without tender of the excess of paid premium above the pro-rata premium for the expired term, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium, if not tendered, will be refunded on demand. Notice of cancellation mailed to the address of the Assured stated in this Policy shall be a sufficient notice. Where a special provision for cancellation and notice of such cancellation is required by statutory enactment in the State where this Policy is issued, the conditions of this Cancellation Clause are amended to conform thereto.

Loss for which Carrier and/or Bailee For Hire is Liable This Company shall not be liable for loss or damage to the automobile described herein while in the possession of a carrier and/or bailee for hire under a contract, stipulation or assignment whereby the benefit of this insurance is sought to be made available to such carrier and/or bailee. Where loss or damage occurs for which a carrier and/or bailee may be liable and which would otherwise be covered hereunder, this Company will advance to the Assured by way of loan the money equivalent of such loss or damage, which loan shall in no circumstances affect the question of this Company's liability hereunder and shall be repaid to the extent of the net amount collected by or for account of the Assured from the carrier and/or bailee after deducting cost and expense of collection.

Misrepresentation and Fraud This entire Policy shall be void if the Assured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof; or in case of any fraud, attempted fraud, or false swearing by the Assured touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

Lien or Encumbrance Unless otherwise provided by agreement in writing added hereto, and except as to any lien, mortgage, or other encumbrance specifically set forth and described in Paragraph D of this Policy, this Company shall not be liable for loss or damage to any property insured hereunder while subject to any lien, mortgage, or other encumbrance.

Title and Ownership Except as to any lien, mortgage, or other encumbrance specifically set forth and described in Paragraph D of this Policy, this entire Policy shall be void, unless otherwise provided by agreement in writing added hereto, if the interest of the Assured in the subject of this insurance be or become other than unconditional and sole lawful ownership, or if the subject of this insurance has ever been stolen or unlawfully taken prior to the issuance of this Policy and not returned to the lawful owner prior to the issuance of this Policy, or in case of transfer or termination of the interest of the Assured other than by death of the Assured, or in case of any change in the nature of the insurable interest of the Assured in the property described herein either by sale or otherwise, or if this Policy or any part thereof shall be assigned before loss.

Protection of Salvage In the event of any loss or damage, whether insured against hereunder or not, the Assured shall protect the property from other or further loss or damage, and any such other or further loss or damage due directly or indirectly to the Assured's failure to protect shall not be recoverable under this Policy. Any such act of the Assured or this Company or its agents in recovering, saving and preserving the property described herein, shall be considered as done for the benefit of all concerned and without prejudice to the rights of either party, and where the loss or damage suffered constitutes a claim under this Policy, then all reasonable expenses thus incurred shall also constitute a claim under this Policy, provided, however, that this Company shall not be responsible for the payment of a reward offered for the recovery of the insured property unless authorized by this Company.

Notice of Loss In the event of loss or damage covered hereby the Assured shall give immediate notice thereof in writing to this Company, provided, however, that where such a limitation for the giving of notice of loss is prohibited by the laws of the State wherein this Policy is issued, then in that event such notice shall be given by the Assured within the shortest period permitted and in the manner required under the laws of such State.

In the event of Theft, Robbery or Pilferage the Assured shall also give immediate notice thereof to the Police.

Assistance and Co-operation of the Assured In the event of loss or damage and whenever requested by this Company the Assured shall assist in the recovery of property insured hereunder either by means of replevin proceedings or otherwise, in effecting settlement, securing evidence, obtaining the attendance of witnesses and prosecuting suits to such an extent and in such a manner as is deemed desirable by this Company, and this Company shall reimburse the Assured for any expense incurred at its request.

If action be brought against the Assured to enforce a claim for damage covered under the Property Damage coverage of this Policy the Assured shall immediately notify this Company and promptly forward to it every summons or other paper or process served on or received by him in connection therewith, but the Assured, without the written consent of this Company previously given, shall not voluntarily assume any liability, or interfere in any negotiation for settlement or in any legal proceeding, or incur any expense, or settle any claim, except at his own cost.

Proof of Loss Within sixty (60) days after loss or damage for which claim is made, unless such time is extended in writing by this Company, the Assured shall render a statement to this Company signed and sworn to by the Assured, stating the place, time and cause of such loss or damage, the interest of the Assured and of all others in the property, the sound value thereof and the amount of loss or damage thereto, all encumbrances thereon, and all other insurance, whether valid and/or collectible or not, covering such property; and all claims for such loss or damage shall be forfeited by failure to furnish such sworn statements within the time provided; and the Assured as often as required, shall exhibit to any person designated by this Company all that remains of the property insured and submit to examinations under oath by any person named by this Company, and subscribe the same; and as often as required, shall produce for examination all books of account, bills, invoices, and other vouchers, or certified copies thereof if originals be lost, at such reasonable place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.

Appraisal In case the Assured and this Company shall fail to agree as to the amount of loss or damage, each shall, on the written demand of either, select a competent and disinterested appraiser. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen (15) days to agree upon such umpire, then, on request of the Assured or this Company, such umpire shall be selected by a judge of a court of record in the County and State in which the appraisal is pending. The appraisers shall then appraise the loss and damage stating separately sound value and loss or damage; and failing to agree, shall submit their differences only, to the umpire. An award in writing of any two, when filed with this Company, shall determine the amount of sound value and loss or damage. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

Where a special provision for appraisal is required by statutory enactment in the State where this Policy is issued, the conditions of this Appraisal Clause are amended to conform thereto.

Abandonment—Return of Stolen Property It shall be optional with this Company to take all or any part of the property at the agreed or appraised value, but there can be no abandonment thereof to this Company; and where theft is insured against this Company shall have the right to return a stolen automobile or its equipment with compensation for physical damage, at any time before actual payment hereunder.

Payment of Loss This Company shall not be held to have waived any provision or condition of this Policy or any forfeiture thereof by any requirement, act, or proceeding on its part relating to the appraisal, or to any examination herein provided for; and the loss shall in no event become payable until sixty (60) days after the notice, ascertainment, estimate and verified proof of loss herein required have been received by this Company, and if appraisal is demanded, then, not until sixty (60) days after an award has been made by the appraisers.

Subrogation This Company may require from the Assured an assignment of all right of recovery against any party for loss or damage to the extent that payment therefor is made by this Company.

Suit Against Company No suit or action on this Policy or for the recovery of any claim hereunder shall be sustainable in any court of law or equity unless the Assured shall have fully complied with all the foregoing requirements, nor unless commenced within twelve (12) months next after the happening of the loss; provided that where such limitation of time is prohibited by the laws of the State wherein this Policy is issued, then and in that event no suit or action under this Policy shall be sustainable unless commenced within the shortest limitation permitted under the laws of such State.

Any and all provisions of this Policy which are in conflict with the statutes of the State wherein this Policy is issued are understood, declared and acknowledged by this Company to be amended to conform to such statutes.

VERNIE GROSS,
Plaintiff,

VS.

AETNA INSURANCE COMPANY,
a Corporation,
Defendant,

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW # _____

Comes the Defendant in the above styled cause, by
its attorney, and respectfully moves the Court to set aside
the judgment by default entered on September 13th, 1938.

Peyton Norville, Jr.
Attorney for Defendant.

State of Alabama,

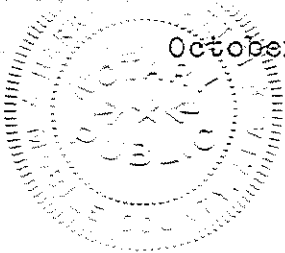
County of Mobile,

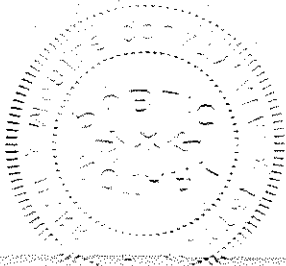
Before me, the undersigned Notary Public in and
for said State and County, personally appeared Peyton Norville,
Jr. who being by me first duly sworn, upon oath deposes and
says that he is the attorney of record for the Aetna Insur-
ance Company, the Defendant in the cause of action wherein
Vernie Gross is Plaintiff. Affiant further says that in his
belief the Defendant has a meritorious and lawful defense to
said suit.

Peyton Norville, Jr.

Subscribed and sworn to before me this 10th day of
October 1938.

Harry S. Mattei
Notary Public, Mobile County, Ala.





RECORDED
RETURN
Docket
Notice to set aside page 82

Judgment

440

Warrant
Docket

Filed October 12, 1938

R. S. DUOK

clerk, & register

By Andrew H. Thompson
Deputy

THIS MEMORANDUM OF AGREEMENT, by and between J. B. BLACKBURN and VERNIE GROSS, WITNESSETH: That the said J. B. Blackburn, attorney for Vernie Gross in the case of Vernie Gross vs. ~~Aetna Insurance Company, in the Circuit Court of Baldwin County, Alabama,~~ will accept One Hundred Dollars (\$100.00) in full settlement of his attorney's fee due him by virtue of his representation in the said case, and the said Vernie Gross agrees that the said fee is just and reasonable, and further agrees that the Clerk of the Circuit Court may issue a check payable to J. B. Blackburn in the sum of One Hundred Dollars (\$100.00) out of check and draft which she now holds which total the sum of Five Hundred Twenty Dollars (\$520.00), and that the said Vernie Gross shall receive the sum of Four Hundred Twenty Dollars (\$420.00), free from any further claim of the said J. B. Blackburn.

Dated this the 31st day of May, 1939.

Vernie Gross

J. B. Blackburn

Filed June 1, 1939
R. S. DUCK
clerk, - register
By *Stanley H. Hargrave*
Deputy

The State of Alabama,
Baldwin County

S. D. Page No. _____

Case No. 440

CIRCUIT COURT

Fall

Term, 1938

To Any Sheriff of the State of Alabama, GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

W. W. Gross, R. E. Coates, &

C. C. Hand, Sec.

if to be found in your County, at the instance of the

plaintiffs

to be and appear before the honorable, the Judge of the Circuit Court of Baldwin County, at the Court House thereof,

by 8:30 o'clock of the forenoon, on the 13 day of Sept, 1938, and from day to

day and term to term of said Court until discharged by law, then and there to testify, and the truth to say, in a certain

cause pending, wherein

Vernie Gross

Plaintiff

and

Aetna Insurance Co.

Defendant.

Herein fail not, and have you then and there this Writ.

Given under my hand and seal, this

10

day of

Sept

, 1938

R. S. DUCK

clerk, - register

CLERK.

By San Hie Thompson
Deputy

Received in office this _____ day of

193_____

SHERIFF

I have executed this writ

in full
9-12-38

SHERIFF

ORIGINAL

No. *441*

Page _____

THE STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

Vernie Gross

Plaintiff

VS.

Attn: Insurance Co.

Defendant

CIVIL SUBPOENA

Issued this *10* day of

193*8*

Sept
R. S. DUCK

clerk, - register

By *Harold Thompson* Clerk.

Deputy