

1965

GEORGE E. COOPER, Plaintiff,

- VS -

EMERGENCY AID FIRE INSURANCE
COMPANY, A CORPORATION,
Defendant.

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

Comes the defendant in the above styled cause,
Emergency Aid Fire Insurance Company, a Corporation, being a Domestic
Corporation organized and existing under the laws of the State of
Alabama, with its principal place of business at Elba, Coffee County,
Alabama, and for answer to the complaint filed in this cause, says:

That it makes this affidavit by its Secretary-
Treasurer, its proper officer of this Corporation, the defendant in
the above styled cause now pending in said Court, upon a contract for
the payment of money made under an insurance policy issued by this
defendant in favor of George E. Cooper, whereby this defendant insured
a used 1951 Dodge one-half ton pick-up truck from December 30, 1952,
to June 30, 1954, against certain losses, one of said losses being
by fire, and in said policy of insurance loss payable was made to Home
Finance Company, a Corporation, with its principal place of business at
Elba, Alabama; that Home Finance Company, a Corporation of Elba,
Alabama, who is not a party to this suit, and without collusion with
this defendant, claims the money in controversy, which said sum of
money is due and owing for and on account of the loss or destruction
of the Dodge Pick-Up truck hereinabove described, and that the sum of
said loss is \$697.74, and the said Home Finance Company, a Corporation,
without collusion with this defendant, claims the money in controversy
under said loss payable clause, claiming that this plaintiff, George
E. Cooper, is indebted to it on a conditional sales contract in the sum
of, to-wit, \$1,086.30, which is in excess of the amount claimed in this
suit.

Wherefore, this defendant tenders into Court and
herewith deposits with the Clerk of said Court the sum sued for, namely,
\$697.74, and prays that an order of this Court issue to Home Finance
Company, a Corporation, Elba, Alabama, requiring it, on notice as
required by law, to come in and defend the same; and also prays that an
order issue in the premises, as required by law, discharging this

defendant from any and all further liability for cost or for the sum brought into Court, by virtue of said policy of insurance here sued on; and that at the conclusion of this litigation, said policy of insurance be cancelled and surrendered to this defendant.

J. B. F. D.
Atty. for Defendant.

STATE OF ALABAMA

COFFEE COUNTY

Before me, Eva Eastus, a Notary Public in and for said County in said State, personally appeared Lallie Harper, who on oath says: That she is the Secretary-Treasurer of Emergency Aid Insurance Company, a Corporation, of Elba, Alabama, which is the defendant in the above styled cause; that she has knowledge of the facts set forth above in the foregoing plea or answer, and that she as such Secretary-Treasurer of said Corporation is the proper officer to make this answer, and that the facts set forth in the above statement or plea, or answer, and this affidavit are true as therein stated.

Lallie Harper
Secretary-Treasurer of Emergency Aid Insurance Company, a Corporation,

Sworn to and subscribed before me this 31st day of July, 1953.

Eva Eastus
Notary Public.

DUPLICATE
FOR SELLER

CONDITIONAL SALE CONTRACT

HOUSEHOLD APPLIANCE

From George E. Cooper,
(Purchaser—Type or Print)
Number and Street Raybon Route,
City, Zone, State Bay Minette Ala.
(PURCHASER'S ADDRESS—Make sure this is correct)
Address Where Installed _____

Date 12-30-, 19 52
To Teate Motor Co.
(Dealer-Seller)
Number and Street Highway 31,
City, Zone, State Bay Minette Ala.
(Dealer's Address)

Manufacturer	Description of Article Sold	New or Used	Model No.	Serial No.	Cash Price
Dodge, 1951	1/2 Ton Express Pickup	U	T306-10212	82220739	1,295.00

After examination, I hereby buy and accept delivery of the foregoing Chattels, subject to the conditions herein and on the reverse hereof, and I will pay you therefor the Time Price provided herein (Total of Allowance, Down Payment, and Time Balance).

PURCHASER
SIGN HERE

(X) George E. Cooper (Seal)
(Purchaser Sign Here)

(X) _____ (Seal)
(Purchaser Sign Here)

Accepted by Seller and assigned by Seller to Home Finance Company (Assignee) as per terms of Assignment on reverse hereof:

Teate Motor Co. (Seal)
(Corporate, Firm or Trade Name of Dealer-Seller)
J. L. West Partner
(Owner, Officer or Firm Member)

Total Cash Price \$1,295.00
Allowance on property traded in (subtract) \$ 475.00
Type 4 Dr. Make Frazier Model 1947
Basis Price (on which Down Payment figured) \$ 820.00
Cash before delivery (Down Payment) (subtract) \$ 20.00
Unpaid Balance of Cash Price \$ 800.00
Finance and Recording Charges 286.30 (add) \$1,286.30
Time Balance, payable in 18 consecutive \$1,086.30
monthly instalments of 60.35 each, first due one month from date

Form No. 915

If Dodge 1/2 Ton Truck does not carry same rates Ins. add or subtract dif. from last Note. original due 2/10/53 -

PRINTED IN U.S.A.

Filed 1-20-53

8 A. M.

Recorded *7/2/53* book 245 page 295

and I c. if the following Privilege Tax has been paid.

Deed Tax *50*Mortgage Tax *65*

CONDITIONS OF CONTRACT

Title to said Chattels, described on the face hereof, shall remain in you (Seller) until I (Purchaser) have paid in cash all amounts owing hereunder. Any extension or assignments of this contract shall not waive any provision hereof. Said Chattels shall remain personal property, and nothing (anything which may be done by the parties hereto to the contrary notwithstanding) shall prevent you from removing same, or so much thereof as you in your sole discretion may determine, from any premises to which they may be attached, upon any breach of this contract. I shall not misuse, secrete, sell, encumber, remove or otherwise dispose of or lose possession of said Chattels, nor permit nor suffer any lien, encumbrance or charge against said Chattels. The Chattels herein referred to shall at all times be at my risk and loss and any loss, injury or destruction of said Chattels shall not release me from payment as herein provided. You and your assigns shall not be liable for consequential damages, due to mechanical failure, for any implied guaranties, nor for guaranties other than set forth herein.

Should I fail to pay my indebtedness hereunder, or any part thereof, when due, or breach this contract, the entire unpaid balance shall at once become due and payable at your election, and you may without notice or demand, by process of law or otherwise, take

possession of said Chattels wherever located, and retain all moneys paid thereon for the reasonable use of said Chattels and I will pay for necessary repairs because of damage thereto; or you may sell the same at public or private sale and apply the proceeds, after deducting expenses, liens and an attorney's reasonable fee of fifteen per cent. (15%) paid or incurred by you, to the payment of my said indebtedness and interest, and pay me the surplus, if any, or in case of a deficiency I will pay you the same at once. I waive all claims, damages and demands against you arising out of the repossession, retention, reparation and sale as aforesaid. Any action to enforce payment or any indulgences granted me shall not constitute a waiver of any of your rights. Time is the essence of this contract. Any part of this contract contrary to the law of any state shall not invalidate any other parts of this contract in that state. This contract may be assigned without notice to me and when assigned shall be free from any defense, counterclaim or cross complaint by me. This contract constitutes the entire agreement; no waivers or modifications shall be valid unless written upon or attached hereto. This contract shall apply to, inure to the benefit of, and bind your and my heirs, executors, administrators, successors and assigns, and I acknowledge the receipt of a true copy thereof.

TERMS OF ASSIGNMENT

FOR VALUE RECEIVED, and subject to the terms of Agreement with Assignee, Seller does hereby sell, assign, and transfer all of its right, title and interest in and to the within contract and the chattels described therein to Home Finance Company, its successors or assigns, with power to take legal proceedings in the name of the Seller or the Assignee. Seller jointly and severally warrants that said extension of installment credit complies with all Federal and State laws and regulations, that the down payment was made by the Purchaser in cash and not its equivalent, and that no part thereof was loaned directly or indirectly by Seller to Purchaser; that said chattels are free from any and all liens and encumbrances whatsoever, except said contract, that the Purchaser was at least 21 years of age at the time of execution of said contract; and that there is now owing thereon the amount as set forth therein. Undersigned guarantees the payment of said agreement in strict accordance with its terms.

Upon the breach of any of said warranties, or of said Agreement with Assignee, Assignor will upon demand, purchase said contract for the amount owing thereon, plus all costs and expenses paid or incurred by Assignee in respect thereto. All remedies of Assignee shall be cumulative, and not alternative.

D-50
m/65
R1/25
3.40

The Home Finance Co.
Elba, Ala.

15-245

Geo. E. Cooper
Teate
20

Deeds E 12

My full name is George Edward Cooper. I am 27, married, reside on Rabon Route about 12 miles north of Bay Minette, Ala. I am employed by Bacon-McMillin Co., Stockton, Ala., as a machine operator. This is my first insurance loss.

I purchased the 1951 Dodge 1/2 Ton Pick-up truck on 12/30/52 from Teate Bros at Bay Minette, Ala. for the sum of \$1295.00 paying no cash but being allowed \$495.00 for my 1947 Frazer 4 door sedan. Balance, including insurance and carrying charges of \$286.30 amounting to \$1086.30 was financed by Home Finance Co. of Clbr, Ala. by 18 notes of \$60.35 each. No payments were ever made as loss occurred before first payment was due.

On Thursday, January 29, 1953 about 5:30 am the truck caught on fire while I was driving and enroute to Stockton. There was no one with me at the time. Truck was satisfactory and I had had no trouble until it caught on fire. My speed was about 35 mph and about a mile from home truck started smoking under hood. I stopped and raised hood and found that the wiring was red hot but no blaze. While I was trying to un-ground wires it blazed up beneath dash. About 10 minutes after I stopped, Johnnie Gill came by and stopped but fire had gotten out of hand. Fire burned itself out. Gas tank still had gas in it after fire was out.

I notified Teate of loss and he sent out and had truck towed in. As I had no other transportation Teate has agreed to take truck back and he has sold me a 1948 Kaiser 4 door Sedan for \$900.00. He has taken back the Dodge Pickup, knocked off \$100.00 on my Frazer trade-in and made a new contract. I have read this statement and it is true.

Corey Holman, witness

George E. Cooper
at Rabon, Ala. on 2/6/53.

State of Alabama
County of Baldwin

To any Sheriff of the State of Alabama:

You are hereby commanded to summon Emergency Aid Fire Insurance Company, A corporation to appear within thirty days from the service of this summons in the Circuit Court to be held for said County at the time and place of holding the same, then and there to answer the complaint of George E. Cooper.

Witness my hand, this the 14th day of April 1953.

Rich. J. Hensck

Clerk

George E. Cooper

Plaintiff

Vs

Emergency Aid Fire Insurance
Company, A Corporation

Defendant

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In the Circuit Court of
Baldwin County, Alabama
At Law.

The Plaintiff claims of the Defendant (\$697.74) six hundred ninety seven and 74/100 dollars, the value of a 1951 1/2 ton pick up truck, which the Defendant on to-wit the 30th day of December, 1952 insured against loss or injury by fire and other perils in the policy of insurance mentioned for the term of to-wit one and one half years, which 1951 1/2 ton pick up truck was badly damaged by fire on to-wit January 20, 1953, of which the Defendant has had notice.

Reuben F. McHenry

Attorney for the Plaintiff

The Plaintiff demands a trial by jury.

Reuben F. McHenry

Attorney for the Plaintiff

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~~RECORDED~~

George E. Cooper

Plaintiff

Vs

Emergency Aid Fire Insurance
Company, a corporation

Defendant

Summons and Complaint in lieu
of lost summons and complaint
filed in this cause, filed April
14, 1953.

Alvin J. Jones
Clerk

*I beated July 1
7, 1953 by
Serving a copy
of the within
on Fannie Harper
Vice president
Emergency Aid
Fire Ins Co,
H D Tillman
Sheriff*

GEORGE E. COOPER, Plaintiff,

- VS -

EMERGENCY AID FIRE INSURANCE
COMPANY, A CORPORATION,
Defendant.


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

Comes Home Finance Company, a Corporation, Incorporated under the laws of the State of Alabama, with its principal place of business at Elba, Coffee County, Alabama, and files this its claim under the Code of 1940, Title 7, Section 1179; that heretofore on the 6th day of August, 1953, the Honorable Hubert M. Hall, Judge of said Court, made and entered an order that Home Finance Company, a Corporation, be notified to appear within thirty days from the date of service of said order on it and make itself a party defendant in the above styled cause;

And now in accordance with said order of the Court and in compliance with the Code Section above recited, comes Home Finance Company, a Corporation, and makes claim to the fund paid into said Court by the defendant, Emergency Aid Fire Insurance Company, a Corporation, in the sum of \$697.74, and says that said fund belongs to it and this claimant's claim is based upon a conditional sales contract dated December 30, 1952, said conditional sales contract being made to Teate Motor Company, and covering one 1951 Dodge $\frac{1}{2}$ ton Pickup Truck, Motor No. 82220739, and on which there was an unpaid balance as evidenced by said conditional sales contract of the sum of to-wit, \$1,086.30, that said conditional sales contract was duly recorded in the Probate Office at Bay Minette, Baldwin County, Alabama, in Mortgage Book 215, page 295. That said conditional sales contract was duly transferred and assigned by Teate Motor Company to Home Finance Company, a Corporation, the claimant herein, that a copy of said conditional sales contract, together with the transfer thereon, is hereto attached and made a part of this claim as fully as if set out at length herein.

Wherefore, this claimant, Home Finance Company, a Corporation claims said fund so paid in by Emergency Aid Fire Insurance Company, a Corporation, and prays that this Court will make an order substituting Home Finance Company, a Corporation, party defendant, to the end that it may prosecute its claim as above set forth and discharging if in the opinion of the Court it is proper Emergency Aid Fire Insurance Company, a Corporation, who has paid said money into Court. Claimant moves the Court


to make such judgments, orders or decrees as may be proper and necessary to the end that it be substituted for said original defendant, and that it be permitted to propound its claim for the monies heretofore brought into Court in said cause.


Atty. for Claimant, Home Finance Company,
a Corporation, of Elba, Alabama.

STATE OF ALABAMA

COFFEE COUNTY


Before me, the undersigned authority, personally appeared E. D. Brazelton, who, being duly sworn, deposes and says that he is Managing Officer of Home Finance Company, a Corporation, and as such is duly empowered and authorized to execute this affidavit for and on behalf of said Corporation; that he has read the allegations contained in the foregoing claim on behalf of Home Finance Company, a Corporation, and that said allegations contained therein are true and correct.


Sworn to and subscribed before me on this 21st day of
August, 1953.


Notary Public.

I hereby certify that a copy of the foregoing claim has this day been mailed to Mr. Reuben F. McKinley, Attorney, Bay Minette, Alabama, properly addressed to him with full postage prepaid.

This 21 day of August, 1953.


Atty. for Home Finance Company, a Corp.

ORIGINAL
For Home Finance Company

CONDITIONAL SALE CONTRACT

HOUSEHOLD APPLIANCE

From George E. Cooper
(Purchaser—Type or Print)
Number and Street Raybon Route.
City, Zone, State Bay Minette, Alabama
(PURCHASER'S ADDRESS—Make sure this is correct)
Address Where Installed _____

Date 12-30, 19 52
To Teate Motor Co.
(Dealer-Seller)
Number and Street Highway 31
City, Zone, State Bay Minette, Ala.
(Dealer's Address)

Manufacturer	Description of Article Sold	New or Used	Model No.	Serial No.	Cash Price
Dodge, 1951	$\frac{1}{2}$ Ton Express Pickup	U	T306-10212	82220739	1,295.00

After examination, I hereby buy and accept delivery of the foregoing Chattels, subject to the conditions herein and on the reverse hereof, and I will pay you therefor the Time Price provided herein (Total of Allowance, Down Payment, and Time Balance).

PURCHASER
SIGN HERE

(X) George E. Cooper /s/ (Seal)
(Purchaser Sign Here)

(X) _____ (Seal)
(Purchaser Sign Here)

Accepted by Seller and assigned by Seller to Home Finance Company (Assignee) as per terms of Assignment on reverse hereof:

Teate Motor Company (Seal)
(Corporate, Firm or Trade Name of Dealer-Seller)

T. C. Teate, Partner /s/
(Owner, Officer or Firm Member)

PRINTED IN U.S.A.

Total Cash Price \$ 1,295.00
Allowance on property traded in (subtract) \$ 475.00
Type 4 Dr. Make Frazier Model 1947
Basis Price (on which Down Payment figured) \$ 820.00
Cash before delivery (Down Payment) (subtract) \$ 20.00
Unpaid Balance of Cash Price \$ 800.00
Finance and Recording Charges 286.30 (add) \$ 286.30
Time Balance, payable in 18 consecutive \$ 1,086.30
monthly instalments of \$ 60.35 each, first due one month from date

Form No. 915

If Dodge $\frac{1}{2}$ Ton Truck does not carry same rates Ins. add or subtract dif. from last note. Payment due 2/10/53

CONDITIONS OF CONTRACT

Title to said Chattels, described on the face hereof, shall remain in you (Seller) until I (Purchaser) have paid, in cash all amounts owing hereunder. Any extension or assignments of this contract shall not waive any provision hereof. Said Chattels shall remain personal property and nothing (anything which may be done by the parties hereto to the contrary notwithstanding) shall prevent you from removing same, or so much thereof as you in your sole discretion may determine, from any premises to which they may be attached, upon any breach of this contract. I shall not misuse, secrete, sell, encumber, remove or otherwise dispose of or lose possession of said Chattels, nor permit nor suffer any lien, encumbrance or charge against said Chattels. The Chattels herein referred to shall at all times be at my risk and loss and any loss, injury or destruction of said Chattels shall not release me from payment as herein provided. You and your assigns shall not be liable for consequential damages, due to mechanical failure, for any implied guaranties, nor for guaranties other than set forth herein.

Should I fail to pay my indebtedness hereunder, or any part thereof, when due, or breach this contract, the entire unpaid balance shall at once become due and payable at your election, and you may without notice or demand, by process of law or otherwise, take

possession of said Chattels wherever located, and retain all moneys paid thereon for the reasonable use of said Chattels and I will pay for necessary repairs because of damage thereto; or you may sell the same at public or private sale and apply the proceeds, after deducting expenses, liens and an attorney's reasonable fee of fifteen per cent. (15%) paid or incurred by you, to the payment of my said indebtedness and interest, and pay me the surplus, if any, or in case of a deficiency I will pay you the same at once. I waive all claims, damages and demands against you arising out of the repossession, retention, reparation and sale as aforesaid. Any action to enforce payment or any indulgences granted me shall not constitute a waiver of any of your rights. Time is the essence of this contract. Any part of this contract contrary to the law of any state shall not invalidate any other parts of this contract in that state. This contract may be assigned without notice to me and when assigned shall be free from any defense, counterclaim or cross complaint by me. This contract constitutes the entire agreement; no waivers or modifications shall be valid unless written upon or attached hereto. This contract shall apply to, inure to the benefit of, and bind your and my heirs, executors, administrators, successors and assigns, and I acknowledge the receipt of a true copy thereof.

TERMS OF ASSIGNMENT

FOR VALUE RECEIVED, and subject to the terms of Agreement with Assignee, Seller does hereby sell, assign, and transfer all of its right, title and interest in and to the within contract and the chattels described therein to Home Finance Company, its successors or assigns, with power to take legal proceedings in the name of the Seller or the Assignee. Seller jointly and severally warrants that said extension of installment credit complies with all Federal and State laws and regulations, that the down payment was made by the Purchaser in cash and not its equivalent, and that no part thereof was loaned directly or indirectly by Seller to Purchaser; that said chattels are free from any and all liens and encumbrances whatsoever, except said contract, that the Purchaser was at least 21 years of age at the time of execution of said contract; and that there is now owing thereon the amount as set forth therein. Undersigned guarantees the payment of said agreement in strict accordance with its terms.

Upon the breach of any of said warranties, or of said Agreement with Assignee, Assignor will upon demand, purchase said contract for the amount owing thereon, plus all costs and expenses paid or incurred by Assignee in respect thereto. All remedies of Assignee shall be cumulative, and not alternative.

(5)

1965

RECORDED

U.S. DEPT. OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

AUG 24 1965

ALICE L. BELL, JR.

GEORGE E. COOPER, Plaintiff,

- VS -

EMERGENCY AID FIRE INSURANCE
COMPANY, A CORPORATION,
Defendants.

IN THE CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA, AT LAW.

This day came the defendant, Emergency Aid Fire Insurance Company, a Corporation, and before issue joins, makes affidavit, that Home Finance Company, a Corporation, of Elba, Alabama, is claiming, without any collusion with this defendant, the sum of money, to-wit, \$697.74, deposited with the Clerk of the Court, and said defendant prays that the above named Corporation, Home Finance Company, a Corporation, of Elba, Alabama, be required, on notice, to come in and defend; and upon consideration thereof, it is:

Ordered and adjudged by the Court that a copy of the summons and complaint in this cause, together with ^{the} ~~a~~ petition of the defendant filed this day, be served on Home Finance Company, a Corporation, requiring it to appear within thirty days after service and make itself a party defendant in this cause.

Done this the 6 day of August, 1953.

Hubert M. Hare
Circuit Judge.

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defendant from any and all further liability for cost or for the sum brought into Court, by virtue of said policy of insurance here sued on; and that at the conclusion of this litigation, said policy of insurance be cancelled and surrendered to this defendant.

J. O. Fleming
Atty. for Defendant

STATE OF ALABAMA

COFFEE COUNTY

Before me, Eva Eastus, a Notary Public in and for said County in said State, personally appeared Lallie Harper, who on oath says: That she is the Secretary-Treasurer of Emergency Aid Insurance Company, a Corporation, of Elba, Alabama, which is the defendant in the above styled cause; that she has knowledge of the facts set forth above in the foregoing plea or answer, and that she as such Secretary-Treasurer of said Corporation is the proper officer to make this answer, and that the facts set forth in the above statement or plea, or answer, and this affidavit are true as therein stated.

Lallie Harper
Secretary-Treasurer of Emergency Aid Insurance Company, a Corporation.

Sworn to and subscribed before me this 31st day of July, 1953.

Eva Eastus
Notary Public.

RECORDED

(27)

GEORGE E. COOPER, Plaintiff,

- VS -

EMERGENCY AID FIRE INSURANCE
COMPANY, A CORPORATION,
Defendant.

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

It appearing to the Court in this cause that the defendant, Emergency Aid Fire Insurance Company, a Corporation, has heretofore filed its sworn answer admitting liability under the policy of insurance sued on in this cause, and paying the proceeds of said policy in the amount of \$697.74 into Court, and the said defendant, Emergency Aid Fire Insurance Company, a Corporation, having made affidavit that Home Insurance Company, a Corporation, a Domestic Corporation with its principal place of business at Elba, Alabama, claims the proceeds of said policy of insurance without collusion with the defendant, Emergency Aid Fire Insurance Company, a Corporation.

And it appearing that Home Finance Company, a Corporation, has within thirty days from the date of the order ordering it to appear and propound its claim, which order was made on August 6, 1953, and within thirty days has filed its claim as provided by law;

And it further appearing to the Court that upon the facts set forth by the defendant, Emergency Aid Fire Insurance Company, a Corporation, in its sworn answer, this is a proper cause for interpleader; it is therefore:

Ordered, adjudged and decreed that Home Finance Company, a Corporation, be, and it is hereby substituted as defendant in lieu of Emergency Aid Fire Insurance Company, a Corporation, and Emergency Aid Fire Insurance Company, a Corporation, the original defendant, be and it is hereby discharged from any and all liability to the plaintiff in this cause, and that said Emergency Aid Fire Insurance Company, a Corporation, be, and it is hereby, relieved from any further or additional liability for and on account of said claim and suit brought against it.

Dated this 27 day of August, 1953.

Hubert M. Hall
Circuit Judge.

1965

(4)

For Memo

W

FILED

AUG 27 1953

ALICE L. DICK, Clerk

H. C. CONICK, PRESIDENT
JOHN R. COONEY, VICE PRESIDENT

G. W. LILLY, VICE PRESIDENT AND GENERAL MANAGER
J. C. EVANS, VICE PRESIDENT

W. E. HILL, SECRETARY
R. H. SIFRIT, TREASURER

GENERAL ADJUSTMENT BUREAU, INC.

A CAPITAL STOCK INSURANCE ORGANIZATION

SOUTHEASTERN DEPARTMENT
TRUST CO. OF GEORGIA BUILDING
P.O. BOX 1536
ATLANTA, GEORGIA

R. G. BACHMAN, GENERAL MANAGER
GEORGE B. RAINE, ASST. GENERAL MANAGER

REPLY TO

ANNEX FIRST NATIONAL BANK BUILDING
MOBILE 3, ALABAMA
A. B. FRESE, BRANCH MANAGER

March 23rd, 1953

MBL-3-144-A

Mr. Ruben F. McKinley
Attorney
Bay Minette, Alabama

Dear Mr. McKinley:

Re: George E. Cooper
Fire Loss of January 29th, 1953
Emergency Aid Fire Insurance
Company
Policy Number 1441
Allene S. Smart - Agent
Elba, Alabama

We have for acknowledgment your letter of March 21st, 1953 and in accordance with your statement that you would have the insured sign Proof of Loss, if sent to you, we are complying with your request.

In returning signed Proof (which must be notarized with seal), please advise if you wish the company to include your name, as attorney, in their draft.

Self addressed envelope is also enclosed.

Yours very truly,

Carlisle Holleman

CARLISLE HOLLEMAN
ADJUSTER

CH:j

Enclosures

CC: Emergency Aid Fire Insurance Company
Elba, Alabama



GEORGE E. COOPER, Plaintiff,

- VS -

EMERGENCY AID FIRE INSURANCE
COMPANY, A CORPORATION,
Defendant.

IN THE CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA, AT LAW.

It appearing to the Court in this cause that the defendant, Emergency Aid Fire Insurance Company, a Corporation, has heretofore filed its sworn answer admitting liability under the policy of insurance sued on in this cause, and paying the proceeds of said policy in the amount of \$697.74 into Court, and the said defendant, Emergency Aid Fire Insurance Company, a Corporation, having made affidavit that Home Insurance Company, a Corporation, a Domestic Corporation with its principal place of business at Elba, Alabama, claims the proceeds of said policy of insurance without collusion with the defendant, Emergency Aid Fire Insurance Company, a Corporation.

And it appearing that Home Finance Company, a Corporation, has within thirty days from the date of the order ordering it to appear and propound its claim, which order was made on August 6, 1953, and within thirty days has filed its claim as provided by law;

And it further appearing to the Court that upon the facts set forth by the defendant, Emergency Aid Fire Insurance Company, a Corporation, in its sworn answer, this is a proper cause for interpleader; it is therefore:

Ordered, adjudged and decreed that Home Finance Company, a Corporation, be, and it is hereby substituted as defendant in lieu of Emergency Aid Fire Insurance Company, a Corporation, and Emergency Aid Fire Insurance Company, a Corporation, the original defendant, be and it is hereby discharged from any and all liability to the plaintiff in this cause, and that said Emergency Aid Fire Insurance Company, a Corporation, be, and it is hereby, relieved from any further or additional liability for and on account of said claim and suit brought against it.

Dated this 27 day of August, 1953.

Hubert M. Hall
Circuit Judge.

EMERGENCY AID FIRE INSURANCE COMPANY

ELBA, ALABAMA

A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY

DECLARATIONS

- Item 1. Name of insured George E. Cooper
Address Raybon Rt. Bay Minnette Baldwin Alabama
Garage: The automobile will be principally garaged in the above town or city, county and state, unless otherwise stated herein:
Occupation of the insured is Machine Operator
Name and Address of employer Bacon-McMillan Mfg. Co., Stockton, Alabama
Except with respect to bailment lease, conditional sale, mortgage or other encumbrance the insured is the sole owner of the automobile, except as stated herein:
Loss Payee: Any loss hereunder is payable as interest may appear to the insured and Home Finance Company, Elba, Alabama
Item 2. Policy Period: From 30th December 1952 to 30th June 1954
12:01 A. M., standard time at the address of the insured as stated herein.
Item 3. In consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy, the company agrees to pay for direct and accidental loss of or damage to the automobile, hereinafter called loss, sustained during the policy period, with respect to such and so many of the following coverages as are indicated by specific premium charge or charges:

Coverages (as hereinafter defined)		Limits of Liability (Insert Amount or "Actual Cash Value")	Net Rate	Premium
A	COMPREHENSIVE—Loss of or damage to the Automobile, except by Collision or Upset, but including Fire, Theft and Windstorm	\$ ACV	\$ 17.00	\$ 23.00
B-1	COLLISION OR UPSET	Actual Cash Value less \$ 50.00, which deductible amount shall be applicable to each Collision or Upset		\$ 60.00
B-2	CONVERTIBLE COLLISION OR UPSET Additional Payment \$	Actual Cash Value		\$
C	FIRE, LIGHTNING AND TRANSPORTATION	\$	\$	\$
D-1	THEFT (BROAD FORM)	\$	\$	\$
D-2	THEFT (DEDUCTIBLE FORM)	\$	\$	\$
E	WINDSTORM, EARTHQUAKE, EXPLOSION, HAIL OR WATER	\$	\$	\$
F	COMBINED ADDITIONAL COVERAGE	\$	\$	\$
Special Charge for _____ as per endorsement attached.				\$

Item 4. Description of the automobile and facts respecting its purchase by the insured: Total Premium \$ 83.00

Year of Model	Trade Name	Model	Body Type: Truck Load Capacity; Tank Gallonage Capacity; or Bus Seating Capacity	Serial Number Motor Number	Number of Cylinders
1951	Dodge		1/2 Pick-up	S 82220739 M T 306-10212	

F. O. B. List Price or Delivered Price at Factory	Actual Cost When Purchased Including Equipment	Purchased		The automobile is unencumbered unless otherwise stated herein:			
		Month, Year	New or Used	Encumbrance	Installment Payments		Due Date and Amount of Final Installment
					Number	Amount of Each	
\$ 1500.00	\$ 1295.00	M Dec. Y 1952	Used	\$ 1086.30	18	\$ 60.35	6/30/54 \$ 60.35

- Item 5. Use: The purposes for which the automobile is to be used are Local Hauling
Item 6. Territory, Purposes of Use: This policy applies only while the automobile is within the United States of America, its territories or possessions, Canada or Newfoundland, or is being transported between ports thereof, and is owned, maintained and used for the purposes stated herein as applicable hereto.

Countersigned: 30 December 19 52,
at _____, Elba, Alabama

By Allene S. Smart Agent.
Allene S. Smart.

[SPACE FOR ATTACHMENT OF ENDORSEMENTS]

INSURING AGREEMENTS

(Subject to the limits of liability, exclusions, conditions and other terms of this policy.)

INSURANCE COVERAGES DEFINED

Coverage A—Comprehensive—Loss of or Damage to the Automobile, Except by Collision or Upset

Any direct and accidental loss of or damage to the automobile except loss caused by collision of the automobile with another object or by upset of the automobile or by collision of the automobile with a vehicle to which it is attached. Breakage of glass and loss caused by missiles, falling objects, fire, theft, explosion, earthquake, windstorm, hail, water, flood, vandalism, riot or civil commotion shall not be deemed loss caused by collision or upset.

Coverage B-1—Collision or Upset

Direct and accidental loss of or damage to the automobile caused by collision of the automobile with another object or by upset of the automobile.

Coverage B-2—Convertible Collision or Upset

Direct and accidental loss of or damage to the automobile caused by collision of the automobile with another object or by upset of the automobile. Upon the occurrence of the first loss for which payment is sought hereunder the insured shall pay to the company the additional payment stated in the declarations. Loss caused by collision or upset occurring prior to the first loss for which payment is sought hereunder is not covered.

Coverage C—Fire, Lightning and Transportation

Direct and accidental loss of or damage to the automobile caused (a) by fire or lightning, (b) by smoke or smudge due to a sudden,

unusual and faulty operation of any fixed heating equipment serving the premises in which the automobile is located, or (c) by the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the automobile is being transported on land or on water.

Coverage D-1—Theft (Broad Form)

Loss of or damage to the automobile caused by theft, larceny, robbery or pilferage.

Coverage D-2—Theft (Deductible Form)

Loss of or damage to the automobile caused by theft, larceny, robbery or pilferage, except that \$25 shall be deducted from the amount of each loss not occasioned by the taking of the entire automobile.

Coverage E—Windstorm, Earthquake, Explosion, Hail or Water

Direct and accidental loss of or damage to the automobile caused by windstorm, hail, earthquake, explosion, external discharge or leakage of water except loss resulting from rain, snow or sleet.

Coverage F—Combined Additional Coverage

Direct and accidental loss of or damage to the automobile caused by windstorm, hail, earthquake, explosion, riot or civil commotion, or the forced landing or falling of any aircraft or of its parts or equipment, flood or rising waters, external discharge or leakage of water except loss resulting from rain, snow or sleet.

SPECIAL PROVISIONS

Loss of Use by Theft—Rental Reimbursement

The company, following a theft covered under this policy, shall reimburse the insured for expense not exceeding \$5 for any one day nor totaling more than \$150 or the actual cash value of the automobile at time of theft, whichever is less, incurred for the rental of a substitute automobile, including taxicabs.

Reimbursement is limited to such expense incurred during the period commencing seventy-two hours after such theft has been reported to the company and the police and terminating, regardless of expiration of the policy period, on the date the whereabouts of the automobile becomes known to the insured or the company or on such earlier date as the company makes or tenders settlement for such theft.

Such reimbursement shall be made only if the stolen automobile was a private passenger automobile not used as a public or livery conveyance and not owned and held for sale by an automobile dealer.

General Average and Salvage Charges

The company, with respect to such transportation insurance as is afforded by this policy, shall pay any general average and salvage charges for which the insured becomes legally liable.

Automatic Insurance for Newly Acquired Automobiles

If the insured who is the owner of the automobile acquires ownership of another automobile and so notifies the company within thirty

days following the date of its delivery to him, such insurance as is afforded by this policy applies also to such other automobile as of such delivery date:

(a) if it replaces an automobile described in this policy, but only to the extent the insurance is applicable to the replaced automobile, or

(b) if it is an additional automobile and if the company insures all automobiles owned by the insured at such delivery date, but only to the extent the insurance is applicable to all such previously owned automobiles;

provided, when a limit of liability is expressed in the declarations as actual cash value, such limit shall apply to such other automobile, and when a limit of liability is so expressed as a stated amount, such limit shall be replaced by the actual cash value of such other automobile, but any deductible amount so expressed shall apply in either case.

This automatic insurance does not apply: (a) to any loss against which the insured has other valid and collectible insurance, or (b) except during the policy period, but if such delivery date is prior to the effective date of this policy, the insurance applies as of such effective date, or (c) to automobiles owned and held for sale by automobile dealers.

The insured shall pay any additional premium required because of the application of the insurance to such other automobile. The insurance terminates upon the replaced automobile on such delivery date.

EXCLUSIONS

This policy does not apply:

(a) under any of the coverages, while the automobile is used as a public or livery conveyance, unless such use is specifically declared and described in this policy and premium charged therefor;

(b) under any of the coverages, while the automobile is subject to any bailment lease, conditional sale, mortgage or other encumbrance not specifically declared and described in this policy;

(c) under any of the coverages, to loss due to war, whether or not declared, invasion, civil war, insurrection, rebellion or revolution or to confiscation by duly constituted governmental or civil authority;

(d) under any of the coverages, to any damage to the automobile which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage is the result of other loss covered by this policy;

(e) under any of the coverages, to robes, wearing apparel or personal effects;

(f) under any of the coverages, to tires unless damaged by fire or stolen or unless such loss be coincident with other loss covered by this policy;

(g) under coverages A, D-1 and D-2, to loss due to conversion, embezzlement or secretion by any person in lawful possession of the automobile under a bailment lease, conditional sale, mortgage or other encumbrance;

(h) under coverages B-1 and B-2, to breakage of glass if insurance with respect to such breakage is otherwise afforded;

(i) under any of the coverages, while the automobile is used in any illicit trade or transportation.

CONDITIONS

1. Insured's Duties When Loss Occurs

When loss occurs, the insured shall:

(a) protect the automobile, whether or not the loss is covered by this policy, and any further loss due to the insured's failure to protect shall not be recoverable under this policy; reasonable expense incurred in affording such protection shall be deemed incurred at the company's request;

(b) give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft, larceny, robbery or pilferage, to the police but shall not, except at his own cost, offer or pay any reward for recovery of the automobile;

(c) file proof of loss with the company within *sixty days after the occurrence of loss, unless such time is extended in writing by the company, in the form of a sworn statement of the insured setting forth the interest of the insured and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, the amount of rental or other expense for which reimbursement is provided under this policy, together with original receipts therefor, and the description and amounts of all other insurance covering such property.

[*If this policy is issued in or is to cover a risk located in the State of Texas, the word "sixty" shall be changed to read "ninety-one" so that under this policy, the insured will be given ninety-one days within which to file proof of loss after occurrence of the loss.]

Upon the company's request, the insured shall exhibit the damaged property to the company and submit to examinations under oath by anyone designated by the company, subscribe the same and produce for the company's examination all pertinent records and sales invoices, or certified copies if originals be lost, permitting copies thereof to be made, all at such reasonable times and places as the company shall designate.

2. Appraisal

If the insured and the company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty days after receipt of proof of loss by the company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen days to agree upon such umpire, then, on the request of the insured or the company, such umpire shall be selected by a judge of a court of record in the county and state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

3. Limit of Liability; Settlement Options; No Abandonment

The limit of the company's liability for loss shall not exceed the actual cash value of the automobile, or if the loss is of a part thereof the actual cash value of such part, at time of loss nor what it would then cost to repair or replace the automobile or such part thereof with other of like kind and quality, with deduction for depreciation, nor the applicable limit of liability stated in the declarations.

The company may pay for the loss in money or may repair or replace the automobile or such part thereof, as aforesaid, or may return any stolen property with payment for any resultant damage thereto at any time before the loss is paid or the property is so replaced, or may take all or such part of the automobile at the agreed or appraised value but there shall be no abandonment to the company.

4. Automatic Reinstatement

When the automobile is damaged, whether or not such damage is covered under this policy, the liability of the company shall be reduced by the amount of such damage until repairs have been completed, but shall then attach as originally written without additional premium.

5. Payment for Loss; Action Against Company

Payment for loss may not be required nor shall action lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this policy.

6. Other Insurance

If the insured has other insurance against a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the declarations page by a duly authorized agent of the Company.

7. No Benefit to Bailee

The insurance afforded by this policy shall not enure directly or indirectly to the benefit of any carrier or bailee liable for loss to the automobile.

8. Assistance and Cooperation of the Insured

The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense.

9. Subrogation

In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

10. Automobile Defined; Trailers; Two or More Automobiles

Except where specifically stated to the contrary, the word "automobile" wherever used in this policy shall mean the motor vehicle, trailer or semitrailer described in this policy. The word "automobile" shall also include its equipment and other equipment permanently attached thereto. The word "trailer" shall include semitrailer.

When two or more automobiles are insured hereunder, the terms of this policy shall apply separately to each and a motor vehicle and a trailer or trailers attached thereto shall be held to be separate automobiles as respects limits of liability, including any deductible provisions.

11. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

12. Assignment

Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless canceled, shall, if written notice be given to the company within sixty days after the date of such death or adjudication, cover the insured's legal representative as the insured.

13. Cancellation

This policy may be canceled by the insured by surrender thereof or by mailing to the company written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the company by mailing to the insured at the address shown in this policy written notice stating when not less than five days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the insured or by the company shall be equivalent to mailing.

If the insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premiums shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The company's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the insured.

14. Fraud and Misrepresentation

This policy shall be void if the insured 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 insured touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

15. Terms of Policy Conformed to Statute

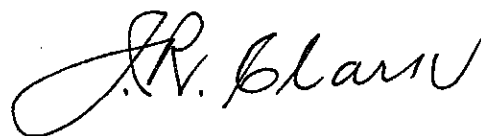
Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

16. Declarations

By acceptance of this policy the insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.



Secretary.



President.

**AUTOMOBILE POLICY
PHYSICAL DAMAGE FORM**

Expires June 30, 1954
At 12:01 A. M. (Standard Time)

Automobile Dodge *No.* 82220739

Amount, \$ ACV

Premium, \$ 83.00

Insured George C. Cooper

No. 1441

EMERGENCY AID FIRE INSURANCE

COMPANY

ELBA , ALABAMA

PLEASE READ YOUR POLICY

J. C. FLEMING
ATTORNEY - AT - LAW
CITY - MASONIC BUILDING
ELBA, ALABAMA

July 29, 1953

Miss Alice J. Duck, Circuit Clerk
Baldwin County
Bay Minette, Alabama

Re: George E. Cooper
Vs. Emergency Aid Fire Insurance Co.

Dear Miss Duck:

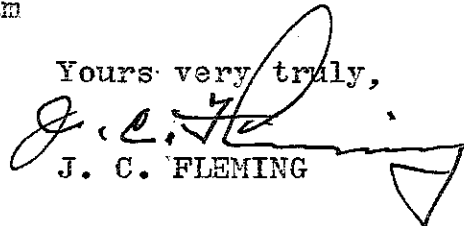
Enclosed herewith find application for intervention filed on behalf of Emergency Aid Fire Insurance Company, a Corporation. Please mark the original and copy of the same filed. There is also enclosed an order which please present to Judge Hall, along with the petition and see if he will grant it without me making a personal appearance down there. I might say that this petition is filed under the Code of 1940, Title 7, Section 1179. I am giving you this information so you may call it to Judge Hall's attention, and I feel sure that he will be glad to make the order for me.

I also enclose herewith Emergency Aid Fire Insurance Company's check payable to you as Circuit Clerk in the sum of \$697.74. You perhaps will want to wait until the check clears before asking the Judge to make the order so that you may actually have in your possession the sum which we say we are bringing into Court.

As soonas Judge Hall has made the order will you kindly advise me and I will notify Home Finance Company and they will come in and make their appearance without the usual summons being served on them. I make this suggestion because it will save some cost and possibly expedite the matter.

Thanking you, I am

Yours very truly,


J. C. FLEMING

JCF:E