

EMMA LOU ANDERSON,
Plaintiff,

§ IN THE CIRCUIT COURT OF
§
§ BALDWIN COUNTY, ALABAMA

v.

:

AT LAW

EMPLOYERS CASUALTY COMPANY, §
a corporation, §

Defendant. §

CASE NO. 8893

ADDITIONAL PLEA

Comes now the Defendant, EMPLOYERS CASUALTY COMPANY,
and amends its Answer by adding the following additional plea:

3. For that the Plaintiff is the named insured in the policy of insurance sued on, which policy, at the time of said collision, provided coverage for a 1966 Pontiac automobile owned by the Plaintiff. The said 1966 Buick automobile being operated by the Plaintiff was at the time of said collision and was at all times material thereto owned by Sallie M. Tompkins and not by the Plaintiff, and on the occasion of said collision on May 31, 1969, and for a period of time before said collision, the said automobile had been and was furnished to the Plaintiff (the named insured) for the Plaintiff's regular use by the said Sallie M. Tompkins. And in said policy of insurance, it is provided that the insurance coverage provided shall not cover non-owned automobiles furnished for the regular use of the named insured. Wherefore, the Plaintiff cannot recover herein.

ARMBRECHT, JACKSON & DeMOUY
Attorneys for Defendant

Filed
2-6-90

Alice J. Duck
Clerk

By: *Brook G. Holmes*

BROOK G. HOLMES

EMMA LOU ANDERSON,
Plaintiff,

§ IN THE CIRCUIT COURT OF
§ BALDWIN COUNTY, ALABAMA

v.

:

AT LAW

EMPLOYERS CASUALTY COM-
PANY, a corporation,

§

Defendant.

§

CASE NO. 8893

INTERROGATORIES TO PLAINTIFF,
EMMA LOU ANDERSON

Comes now the Defendant and hereby propounds the following interrogatories to the Plaintiff, Emma Lou Anderson, to be answered separately and severally, in the manner and form provided by law:

1. State the name of the person who owned the 1966 Buick Wildcat two-door hardtop, Body No. 66-46637, automobile mentioned in the Complaint on the date of the accident of which you complain.

2. Was the person named by you in Interrogatory No. 1 above related to you by blood or marriage?

3. If your answer to Interrogatory No. 2 is in the affirmative, state the nature of such relationship.

4. Did the owner of the automobile mentioned in Interrogatory No. 1 above ever reside in your household?

5. If your answer to Interrogatory No. 4 is in the affirmative, state the period or periods of time during which such person was a resident of your household.

6. Did you or your husband own a 1966 blue Pontiac Catalina at the time of the collision mentioned in your Complaint?

7. At the time of said collision, was said 1966 blue Pontiac Catalina

automobile withdrawn from normal use because of its breakdown, repair,
servicing, loss or destruction?

ARMBRECHT, JACKSON & DeMOUY
Attorneys for Defendant

By: Brook G. Holmes
BROOX G. HOLMES

STATE OF ALABAMA)
 :
COUNTY OF MOBILE)

Before me, the undersigned Notary Public in and for said County in
said State, personally appeared BROOX G. HOLMES, who, being first duly
sworn, deposes and says that he is one of the attorneys for the Defendant, and
that, if the foregoing interrogatories are truthfully answered, the answers will
be material testimony for the Defendant in this cause.

Brook G. Holmes
BROOX G. HOLMES

SUBSCRIBED and SWORN TO before me
on this 14th day of November, 1969.

Mickey L. Blane Sims
Notary Public, Mobile County, Alabama

FILED

NOV 18 1969

ALICE J. DUCK CLERK
REGISTER

Service accepted on 11/19/69
Edward E. Ball

EMMA LOU ANDERSON,

Plaintiff,

vs.

EMPLOYERS CASUALTY COMPANY,
a corporation,

Defendant.

X

X

X

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X

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW CASE NO. 8893

DEMURRER TO PLEAS

Comes now the Plaintiff in the above styled cause, by her attorneys, and demurs to the pleas heretofore filed by the Defendants to the Plaintiff's Complaint and assigns the following separate and several grounds in support thereof:

1. The pleas do not constitute a defense to this cause of action.
2. The said pleas are immaterial.
3. The allegations contained in plea "2" are mere conclusions of the pleader.
4. The allegations contained in plea "2" are vague, indefinite and uncertain.

Respectfully submitted,

CHASON, STONE & CHASON

By Edward E Ball

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 22 day of Oct, 1969.

Edward E Ball

FILED

OCT 23 1969

ALICE J. DUCK CLERK
REGISTER

8893

FILED

OCT 23 1969

ALICE J. DUCK CLERK
REGISTER

1969

ALB. J. DUCK, CLERK
REGISTER

EMMA LOU ANDERSON,

Plaintiff,

v.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

EMPLOYERS CASUALTY COMPANY,
a corporation,

Defendant.

CASE NO. 8893

P L E A S

Comes now the Defendant, EMPLOYERS CASUALTY COMPANY, and for answer to the Complaint and to each and every count thereof, files the following separate and several pleas:

1. The allegations of the Complaint are untrue.

2. For that it is provided in said policy of insurance sued on by the Plaintiff that the Defendant agrees "to pay for loss caused by collision to the owned automobile or to a non-owned automobile, but only for the amount of each such loss in excess of a deductible amount stated in the declaration as applicable thereto." And it is further stated in said policy that "non-owned automobile" means a private passenger automobile or a trailer not owned by or furnished for the regular use of either the named insured or any relative, and further that "relative" means a relative of the named insured who is a resident of the same household. And Defendant avers that the Plaintiff, Emma Lou Anderson, was a named insured in said policy and that the said 1966 Buick Wildcat two-door hard-top automobile being operated by the Plaintiff was owned by a relative of the Plaintiff, to-wit: Her sister-in-law, Mrs. Sally Tompkins, who, at the time of said accident, was a resident of the Plaintiff's household. Hence, the Plaintiff cannot recover herein.

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 15 day of Oct, 1969, served a copy of the foregoing pleading on counsel for all parties to this proceeding, by mailing the same by United States mail, properly addressed, and first class postage prepaid.

ARMBRECHT, JACKSON & DeMOUY
Attorneys for Defendant, Employers Casualty
Company

By: Brooks G. Holmes

BROOKS G. HOLMES
VOL 03 PAGE 283

STATE OF ALABAMA

DEPARTMENT OF INSURANCE

I, the undersigned as Superintendent of Insurance for the State of Alabama, hereby certify that on the 29th day of September, 196 9, I sent by registered mail in an envelope as follows:

Employers Casualty Company
423 So. Akard
Dallas, Texas 75221

REGISTERED MAIL
RETURN RECEIPT REQUESTED

bearing sufficient prepaid postage, a copy of a summons and complaint served upon me by the Sheriff of Montgomery County, Alabama, in a cause styled as follows:

Emma Lou Anderson, Plaintiff

in the Circuit Court of Baldwin County

VERSUS

(Name of Court)

Employers Casualty Company, a corp., Defendant

And that on the 6th day of October, 196 9, I received the return card showing receipt by the designated addressee of said envelope on the 2nd day of October, 196 9.

Witness my hand and official seal, this the 8th day of October, 196 9.


R. Frank Unney
SUPERINTENDENT OF INSURANCE

EMMA LOU ANDERSON, X
Plaintiff, X
vs. X
EMPLOYERS CASUALTY X
COMPANY, a corporation, X
Defendant. X
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO: 8893

ANSWERS TO INTERROGATORIES

Comes now the Plaintiff, Emma Lou Anderson, and files this her Answers to the Interrogatories heretofore propounded by the Defendant in the above styled cause, and answers as follows:

1. Sallie M. Tompkins.
2. No.
3. Not applicable.
4. The person named in the answer to Interrogatory Number 1 stayed with the Plaintiff and her husband for a period of approximately three (3) months.
5. March 30, 1969 to May 20, 1969 and June 24, 1969 to July 15, 1969.
6. Yes.
7. No.


Emma Lou Anderson

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, personally appeared Emma Lou Anderson, who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That she signed the answers to the interrogatories pro-

pounded to her and the same are true and correct.

Emma Lou Anderson
Emma Lou Anderson

Sworn to and subscribed before
me this 2 day of ~~November~~ ^{DECEMBER},
1969.

Geo. P. Phares
Notary Public, Baldwin County, Alabama.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing
pleading has been served upon counsel
for all parties to this proceeding, by
mailing the same to each by First Class
United States Mail, properly addressed
and postage prepaid on this 3rd day
of Dec, 1969.

Elmer E. Bell

FILED

DEC 4 1969

ALICE J. DICK CLERK
REGISTER

8893

FILED

DEC 4 1969

ALICE J. DICK CLERK
REGISTER

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Employers Casualty Company, a corporation, to appear within thirty days from the service of this Writ in the Circuit Court to be held for said county at the place of holding same, then and there to answer the Complaint of Emma Lou Anderson.

Witness my hand this 23 day of September 1969.

Alice J. Furr
Clerk

EMMA LOU ANDERSON,

X

IN THE CIRCUIT COURT OF

Plaintiff,

X

vs.

X

BALDWIN COUNTY, ALABAMA

EMPLOYERS CASUALTY COMPANY,
a corporation,

X

AT LAW

Defendant.

X

X

8893

Plaintiff claims of the Defendant the sum of Two Thousand Five Hundred Dollars (\$2,500.00) due on a policy of insurance for damages to an automobile operated by her, to-wit, a 1966 Buick Wildcat two-door hard-top, body number 66-46637, which automobile the Defendant, for the period of September 6, 1968, to September 6, 1969, insured under said policy of insurance against loss or damage resulting from collision, and which automobile was damaged on, to-wit, May 31, 1969, in a collision between the said Plaintiff and a third party, of which the Defendant has had notice. Said policy is the property of the Plaintiff and at all material times said

policy was in full force and effect, hence this suit.

CHASON, STONE & CHASON

By Edward E Ball

Defendant may be served by serving the
Superintendent of Insurance
c/o Department of Insurance
Administrative Building
Montgomery, Alabama

FILED

SEP 23 1969

ALICE J. DUCK CLERK
REGISTER

194
RECEIVED IN OF IC 3
SEP 24 1969
M. S. BUTLER, Sheriff

RECEIVED
SEP 23 1969

Executed by serving 2 copies of
the within on Frank Ussery
Superintendent
of Insurance, State of Alabama
This The 29 day of Sept 1969
Sheriff of Montgomery County
M. S. Butler,
By W. L. Mason D. S.

M. S. Butler, Sheriff of Montgomery
County, Alabama, Claim \$1.50 each for
serving 1 process(es) and \$1.00
travel expense on each of 1
process(es) or a total of \$2.50

W. L. Mason Deputy Sheriff

8893

EMMA LOU ANDERSON,
Plaintiff,
vs.

EMPLOYERS CASUALTY COMPANY, a
corporation,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

SUMMONS AND COMPLAINT

FILED

SEP 23 1969

ALICE J. DUCK CLERK
REGISTER

CHASON, STONE & CHASON
ATTORNEYS AT LAW
P. O. BOX 120
BAY MINETTE, ALABAMA