

SEA RANCH PROPERTIES,)	IN THE CIRCUIT COURT OF
INC.,)	
)	BALDWIN COUNTY, ALABAMA
Plaintiff,)	
)	
versus)	AT LAW
)	
INSURANCE COMPANY OF)	
NORTH AMERICA, a)	
corporation,)	
)	
Defendant.)	CASE NO. 9291

A N S W E R

Now comes the Defendant and, for answer to both counts of said complaint, separately and severally, says as follows, separately and severally:

1. Not guilty.
2. The material allegations thereof are untrue.
3. The defendant alleges that the policy sued

on in this cause contains the following provision:

Apportionment: This Company shall not be liable for a greater proportion of any loss less the amount of deductible, if any, from any peril or perils included in this Extended Coverage than (1) the amount of insurance under this policy bears to the whole amount of fire insurance covering the property, or which would have covered the property except for the existence of this insurance, whether collectible or not, and whether or not such other fire insurance covers against the additional peril or perils insured hereunder, nor (2) for a greater proportion of any loss less the amount of deductible, if any, than the amount hereby insured bears to all insurance whether collectible or not, covering in any manner such loss, or which would have covered such loss except for the

existence of this insurance; except if any type of insurance other than fire extended to cover additional perils or windstorm insurance applies to any loss to which this insurance also applies, or would have applied to any such loss except for the existence of this insurance, the limits of liability of each type of insurance for such loss, hereby designated as "joint loss," shall first be determined as if it were the only insurance, and this type of insurance shall be liable for no greater proportion of joint loss than the limit of its liability for such loss bears to the sum of all such limits. The liability of this Company (under this Extended Coverage) for such joint loss shall be limited to its proportionate part of the aggregate limit of this and all other insurance of the same type. The words "joint loss," as used in the foregoing, mean that portion of the loss in excess of the highest deductible, if any, to which this Extended Coverage and other types of insurance above referred to both apply.

~~Defendant further alleges that the plaintiff in this~~
cause owns other policies in other companies covering the properties alleged as damaged in this suit and defendant claims the benefit of the foregoing paragraph and that its liability, if any, under this policy shall be limited in conformity with the above quoted provision from said policy.

Paul W. Brock

PAUL W. BROCK
Attorney for Defendant

OF COUNSEL:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing pleading to Nelson
Hayes, Esq., Attorney for Plaintiff
by depositing a copy of same in the United States mail, postage prepaid, addressed to said attorney at his office in Mobile, Alabama on this, the 14th day of April, 19 71.

Paul W. Brock
(ss)

FILED

APR 16 1971

EUNICE B. BLACKMON
CLERK

SEA RANCH PROPERTIES, INC., : IN THE CIRCUIT COURT
a corporation,
Plaintiff, : BALDWIN COUNTY, ALABAMA
vs. : AT LAW
INSURANCE COMPANY OF NORTH : CASE NO. 9291
AMERICA, a corporation,
Defendant. :

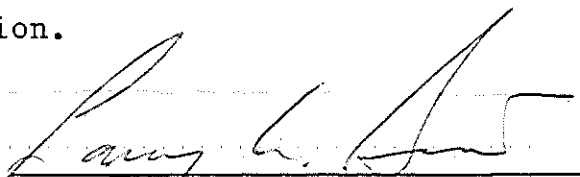
PLEA IN ABATEMENT

Comes now the defendant in the above-styled cause, Insurance Company of North America, a corporation, and, appearing solely and specially for the purpose of filing the following separate and several pleas in abatement, and for no other purpose, and, pleading in abatement, the defendant sets down and assigns the following separate and several pleas:

1. This suit cannot be maintained, but must be abated, because the plaintiff herein sues upon an alleged contract of insurance, more specifically described in the plaintiff's complaint as insurance policy number SFA 46 24 92, for a loss allegedly caused by windstorm and allegedly covered under the coverage of the said policy; and, defendant shows unto the court that said policy of insurance as hereinabove described was not issued to the plaintiff, Sea Ranch Properties, Inc., a corporation, and that as a consequence the plaintiff herein was not a party to or beneficiary of said contract of insurance, hence plaintiff has no right to maintain this action.

2. This suit cannot be maintained, but must be abated, because the plaintiff was not a party to the contract of insurance upon which this suit is based; hence, plaintiff has no standing in this court to bring this action.

3. This suit cannot be maintained, but must be abated, because it is a suit upon a policy of insurance more specifically described in the plaintiff's complaint and that such policy described in each separate and several count of the complaint affirmatively shows that said policy was not issued to the plaintiff but was issued to G & R Food Company, Inc., d/b/a Silver King Restaurant; hence, plaintiff was not a party to the policy of insurance and thereby has no cause of action or right to maintain this action.


Larry U. Sims

OF COUNSEL:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

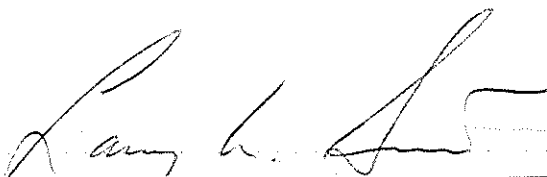
A F F I D A V I T

STATE OF ALABAMA:

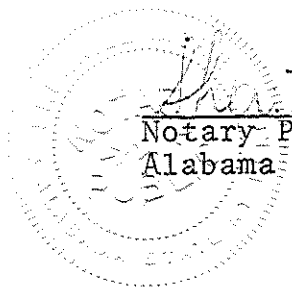
COUNTY OF MOBILE:


Before me, Sherrill Mohr, a Notary Public in and for said County and said State, personally appeared Larry U. Sims, one of the attorneys for the defendant, who,

being duly sworn, deposes and says that he is duly authorized as such attorney to make this affidavit on behalf of the said defendant and that the facts set forth are true and correct.


Larry U. Sims

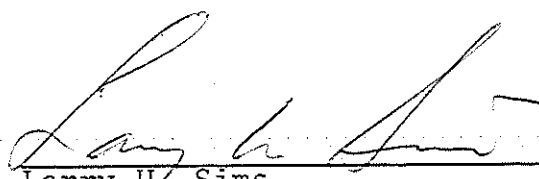
Sworn to and subscribed before me
on this 24th day of June, 1970.




Notary Public, Mobile County,
Alabama

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing Plea In Abatement to Wilson Hays, Attorney for Plaintiff, by depositing a copy of same in the United States mail, postage prepaid, addressed to said attorney at his office in Mobile, Alabama, on this, the 24 day of June, 1970.


Larry U. Sims

FILE

JUN 25 1970

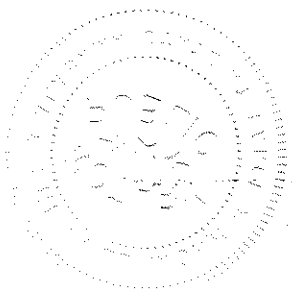
ALICE J. DUCK CLERK
REGISTER

Case 9291

Sea Ranch Properties Inc
a Corp-

vs

Insurance Co. of N. Am.
a Corp-



HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

LAWYERS

30TH FLOOR-FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

36601

MAILING ADDRESS:
P. O. DRAWER C
OR P. O. BOX 123

CABLE ADDRESS:
HAB
TELEPHONE
432-5511
AREA CODE 205

CHAS. C. HAND
C. B. ARENDALL, JR.
T. MASSEY BEDSOLE
THOMAS G. GREAVES, JR.
WM. BREVARD HAND
VIVIAN G. JOHNSTON, JR.
PAUL W. BROCK
ALEX F. LANKFORD, III
EDMUND R. CANNON
LYMAN F. HOLLAND, JR.
J. THOMAS HINES, JR.
DONALD F. PIERCE
LOUIS E. BRASWELL
HAROLD D. PARKMAN
G. PORTER BROCK, JR.
HARWELL E. COALE, JR.
STEPHEN G. CRAWFORD
JERRY A. MEDOWELL
W. RAMSEY MCKINNEY, JR.
LARRY U. SIMS
A. CLAY RANKIN, III
EDWARD A. HYNDMAN, JR.
MICHAEL D. KNIGHT
G. HAMP UZZELLE, III
THOMAS GUY GREAVES, III

June 24, 1970

Mrs. Alice B. Duck
Clerk, Circuit Court
Baldwin Circuit Court,
Baldwin County
Bay Minette, Alabama

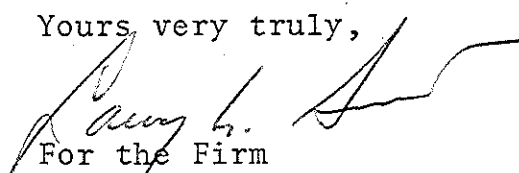
Re: SEA RANCH PROPERTIES, INC., a corporation, vs.
INSURANCE COMPANY OF NORTH AMERICA, a corporation.
CASE NO. 9291

Dear Mrs. Duck:

I am enclosing herewith the original of a Plea In Abatement to be filed in the above-referenced case. Please file it for us and, if possible, advise me by collect telephone call or your usual card that the Pleading has been filed so that I will not think it is filed when it might actually be lost in the mails.

Your assistance is again appreciated.

Yours very truly,


For the Firm

LUS/lji
enc.

P.S. Mrs. Duck,

I understand from rumors that you plan to retire this year. All of us want to wish you the best during your retirement and also thank you for the numerous times you have come to our assistance.

Larry Sims

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

LAWYERS

30TH FLOOR FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

36601

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W. RAMSEY MCKINNEY, JR.
LARRY U. SIMS
A. CLAY RANKIN, III
EDWARD A. HYNOMAN, JR.
MICHAEL D. KNIGHT
G. HAMP UZZELLE, III

MAILING ADDRESS:
P. O. DRAWER C
OR P. O. BOX 123

CABLE ADDRESS:
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432-5511
AREA CODE 205

January 6, 1972

Mrs. Eunice F. Blackmon
Clerk-Register
Circuit Court of Baldwin
County, Alabama
Bay Minette, Alabama

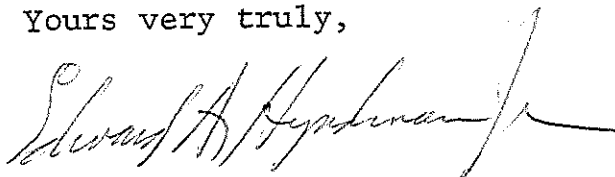
Re: Sea Ranch Properties, Inc. v.
Insurance Company of North America
Case No. 9291

Sea Ranch Properties, Inc. v.
American Equitable Assurance Company of New York
Case No. 9293

Dear Mrs. Blackmon:

The above-referenced cases have been settled and signed releases obtained by the respective defendants. By copy of this letter to Wilson Hayes, Esq., we are requesting that these two cases be dismissed with prejudice and removed from the trial docket. Please forward the bills of cost to our offices at the earliest possible time.

Yours very truly,



For the firm

EAH.jr/jr
cc: Wilson Hayes, Esq.

9291

STATE OF ALABAMA
DEPARTMENT OF INSURANCE

I, the undersigned as Superintendent of Insurance for the State of Alabama,
hereby certify that on the 3rd day of June, 1970, I
sent by registered mail in an envelope as follows:

Insurance Company of North America
1600 Arch Street
Philadelphia, Pennsylvania 19101

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:

Sea Ranch Properties, Inc., Plaintiff

in the Circuit Court of Baldwin County

VERSUS

(Name of Court)

Insurance Company of North America, Defendant

And that on the 11th day of June, 1970, I received
the return card showing receipt by the designated addressee of said envelope on
the 5th day of June, 1970.

Witness my hand and official seal this the 11th day of June,
1970.

R. Frank Unser
SUPERINTENDENT OF INSURANCE

FILED

JUN 12 1970

ALICE J. DUCK
CLERK
REGISTER

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

May 29, 1970

9291

Mrs. Alice J. Duck
Clerk, Circuit Court
Baldwin County
Bay Minette, Alabama 36507

Dear Mrs. Duck:

Please file the enclosed suit, Sea Ranch
Properties, Inc. vs Insurance Company of North
America.

With kind regards, I am

Yours very truly,

Wilson Hayes
Wilson Hayes

WH/ms
Enc.

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Insurance Company of North America, 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 the same then and there to answer the complaint of Sea Ranch Properties, Inc., a Corporation.

Witness my hand this the 29 day of May, 1970.

Alice J. Duck
Clerk

* * * * *

SEA RANCH PROPERTIES, INC.	X	IN THE CIRCUIT COURT
A Corporation,	X	
	X	BALDWIN COUNTY, ALABAMA
PLAINTIFF	X	
	X	AT LAW
VS	X	
	X	NUMBER: <u>9291</u>
INSURANCE COMPANY OF NORTH	X	
AMERICA, A Corporation,	X	
	X	
DEFENDANT	X	

I

The Plaintiff claims of the Defendant \$2,500.00, the value of a resturant building, which the Defendant, on the 14th day of July, 1969 insured against loss or injury by windstorm in the policy of insurance mentioned, Policy Number SFA 46 24 92 for the term of one year, which property was damaged by windstorm on the 17th day of August, 1969, of which the Defendant has had notice.

II

The Plaintiff claims of the Defendant \$2,500.00, the value of the contents of a resturant building, which the Defendant, on the 14th day of July, 1969 insured against loss or injury by windstorm in the policy of insurance mentioned, Policy Number SFA 46 24 92 for the term of one year, which property was damaged by windstorm on the 17th day of August, 1969, of which the

Defendant has had notice.

HAYES & BOGGS
Attorney's for Plaintiff

By: W H Hayes

Wilson Hayes

Plaintiff demands trial by Jury

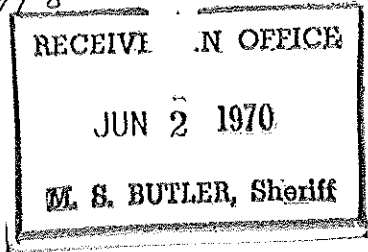
W H Hayes

FILED

MAY 29 1970

ALICE J. DUCK CLERK
REGISTER

2918



NUMBER: 9291

SEA RANCH PROPERTIES, INC.
A Corporation,

PLAINTIFF

VS

INSURANCE COMPANY OF NORTH
AMERICA, A Corporation,

DEFENDANT

IN THE CIRCUIT COURT
BALDWIN COUNTY, ALABAMA
AT LAW

Executed by serving 2 copies of
the within on Frank C. Cery
Superintendent
of Insurance, State of Alabama
This The 3 day of June 1970
Sheriff of Montgomery County
M. S. Butler,
By W. L. Moore 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
process(es) for a total of \$2.50
JUN 1 1970

W. L. Moore
TAYLOR WILKINS
Deputy Sheriff

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

LAWYERS

30TH FLOOR - FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

36601

December 31, 1971

MAILING ADDRESS:
P. O. DRAWER C
OR P. O. BOX 123

CABLE ADDRESS:
HAS

TELEPHONE
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AREA CODE 205

CHAS. C. HAND
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EDWARD A. HYNDMAN, JR.
MICHAEL D. KNIGHT
G. HAMP UZZELLE, III

Wilson Hayes, Esq.
108 Hoyle Avenue
Bay Minette, Alabama

Re: Sea Ranch Properties, Inc. vs.
Insurance Company North America,
#9291

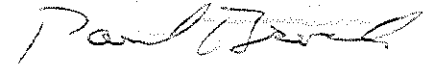
Sea Ranch Properties, Inc. vs.
American Equitable Insurance Company
#9293

Dear Wilson:

I believe these cases have been settled and the money paid. I would appreciate it if you would have them dismissed and the costs bill sent to us.

With best regards,

Yours very truly,



For the Firm

PWB.es

cc: The Honorable Telfair Mashburn
Eunice Blackmon, Clerk of Court
Circuit Court of Baldwin County

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

January 7, 1972

Mrs. Eunice B. Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

Dear Mrs. Blackmon:

Please ask Judge Mashburn to dismiss the following
cases:

Sea Ranch Properties, Inc. Vs.
Insurance Company of North America
Case #9291

Sea Ranch Properties, Inc. Vs.
American Equitable Insurance Company
Case #9293

Please send the cost bill to Mr. Paul Brock,
Lawyer, P. O. Box 123, Mobile, Alabama 36601.

With kindest regards, I am

Yours very truly,


Wilson Hayes

WH/mm