SEA RANCH PROPERTIES, INC., A Corporation,	)	IN THE CIR	כוודד כסו	ነውፕ ሰፔ
•	)	IN IIIL CIR	0011 000	oki or
Plaintiff,	)	BALDWIN CO	UNTY, AI	.ABAMA
vs.	,			
ST. PAUL FIRE AND MARINE INSURANCE COMPANY,	)	AT LAW.	NO.	9292
A Corporation,	1			
Defendant.	,			
	)			

Now comes St. Paul Fire and Marine Insurance Company, a Corporation, by and through its Attorney, and for answer to both counts of said complaint, separately and severally, says as follows:

- 1. Not guilty.
- 2. That the allegations of said complaint are untrue.

J. Connor Owens, Jr., Attorney for Defendant.

Occur Owen,

I, the undersigned, Attorney of Record for the Defendant in the foregoing cause, do hereby certify that I have caused a copy of the foregoing answer to be served on Hayes & Boggs, the Attorneys of Record for the Plaintiff in said cause, by placing the same in the United States Mail, properly addressed, with postage prepaid, this 26th day of June, 1970.

JUN 26 1970

AVIDLAR OF CLARK STWEETS

JUN 26 1970

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STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon St. Paul Fire and Marine Insurance 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 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.

clerk Deice A. Duck

\* \* \* \* \* \* \* \* \* \* \* \* \* \*

SEA RANCH PROPERTIES, INC.  $\chi$ A Corporation,

PLAINTIFF

VS

ST. PAUL FIRE AND MARINE INSURANCE COMPANY, A Corporation,

DEFENDANT

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 9292

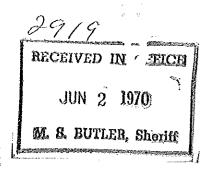
XXXX

X

The Plaintiff claims of the Defendant \$5,000.00, the value of a resturant building, which the Defendant, on the 1st day of April, 1969 insured against loss or injury by windstorm in the policy of insurance mentioned, Policy Number 101AH0909 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 \$5,000.00, the value of the contents of a resturant building, which the Defendant, on the 1st day of April, 1969 insured against loss or injury by windstorm in the policy of insurance mentioned, Policy Number 101AH0909 for the term of one year, which property was damaged by windstorm on the 17th day of August, 1969, of which the



the within on SuperIntendent
of Insurance, State of Alabama
This The 3 day of 2 19 10

Sheriff of Montgomery County
M. S. Butler,
By W. S. March D. S.

M. S. Butler, Sheriff of Montgomery

County, Alabama, Claim \$1.50 each for serving \_\_\_\_\_ process [es] and \$1.00 travel expense on each of \_\_\_\_\_\_ process[es] or a total of \_\_\_\_\_\_\_

RECEIVED
Deputy Shoriff
JUN 1 1970

JAYLOR WEKINS SHERIFF NUMBER: 9292

SEA RANCH PROPERTIES, INC. A Corporation,

PLAINTIFF

VS

ST. PAUL FIRE AND MARINE INSURANCE COMPANY, A Corporation,

DEFENDANT

IN THE CIRCUIT COURT
BALDWIN COUNTY, ALABAMA
AT LAW

Defendant has had notice.

HAYES & BOGGS Attorney's for Plaintiff

Plaintiff demands trial by Jury

MAY 29 1970

ALGE J. BUSK REGISTER

SEA RANCH PROPERTIES, INC., A Corporation,	)	) IN THE CIR	CUIT COURT OF	
Plaintiff,	)			
	)	BALDWIN COU	NTY, AL	ABAMA
vs.	)			
ST. PAUL FIRE AND MARINE INSURANCE COMPANY, A Corporation,	)	AT LAW.	NO.	9292.
Defendant.	)	er v		

Now comes St. Paul Fire and Marine Insurance Company, a Corporation, by and through its attorney, and amends the answer heretofore filed in this cause and for further answer to both counts of said complaint, separately and severally, says as follows:

- 1. Not guilty.
- 2. The allegations of the complaint 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 against 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 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 property 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 to the pro-rata share that this policy bears to the whole amount of the insurance covering the property alleged damaged and sued for in this cause.

J. Connor Owens, Jr., Attorney for Defendant.

I, the undersigned, Attorney of Record for the Defendant in the foregoing cause, do hereby certify that I have caused a copy of the foregoing amended answer to be served on Hayes & Boggs, the Attorneys of Record for the Plaintiff in said cause, by placing the same in the United States Mail, properly addressed, with postage prepaid, this 15th day of December, 1970.

DEC 16 1970

ALICE J. DUCK CLERK REGISTER

## WILSON HAYES

LAWYER P. D. BOX 300 BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

May 29, 1970

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 St. Paul Fire and Marine Insurance Company.

With kind regards, I am

Yours very truly,

Wilson Hayes

WH/ms Enc.

## STATE OF ALABAMA DEPARTMENT OF INSURANCE

I, the undersigned as Superintendent	of Insurance for the State of Alabama,				
hereby certify that on the 3rd da	y of, 1970, I				
sent by registered mail in an envelope as					
St. Paul Fire and Marine Insurance Company 385 Washington Street St. Paul, Minnesota 55102	RETURN RECEIPT PENTERED				
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				
VERSUS in the	Circuit Court of Baldwin County				
	(Name of Court)				
St. Paul Fire and Marine Insurance Co.	Defendant				
	June , 1970, I received				
the return card showing receipt by the des	ignated addressee of said envelope on				
the 5th day of June	, 1970.				
Witness my hand and official seal th	is the 9th day of June ,				
1970.					
<del></del>	R. Frank Ulmery				
	SUPERINTENDENT OF INSURANCE				

JUN 1 0 1970

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