

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

May 29, 1970

9293

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 American Equitable Assurance  
Company of New York.

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 American Equitable Assurance Company of New York, 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.

Alvin J. Luck  
Clerk

\*\*\*\*\*

SEA RANCH PROPERTIES, INC.  
A Corporation,

PLAINTIFF

VS

AMERICAN EQUITABLE  
ASSURANCE COMPANY OF NEW  
YORK, A Corporation

DEFENDANT

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER:

9293

I

The Plaintiff claims of the Defendant \$2,500.00, the value of a restaurant building, which the Defendant, on the 15th day of September, 1968 insured against loss or injury by windstorm in the policy of insurance mentioned, Policy Number 40-48843 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 restaurant building, which the Defendant, on the 15th day of September, 1968 insured against loss or injury by windstorm in the policy of insurance mentioned, Policy Number 40-48843 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: Wilson/Hayes  
Wilson/Hayes

Plaintiff demands trial by Jury

Wilson/Hayes

FILED

MAY 29 1970

ALICE J. DUCK CLERK  
REGISTER

2920

RECEIVED IN OFFICE  
JUN 2 1970  
M. S. BUTLER, Sheriff

NUMBER: 9293

Executed by serving 2 copies of  
the within on Frank Mossey  
Superintendent  
of Insurance, State of Alabama  
This The 3 day of June 1970  
Sheriff of Montgomery County  
M. S. Butler,  
By W. J. Mosser D. S.

SEA RANCH PROPERTIES, INC.  
A Corporation,

PLAINTIFF

VS

AMERICAN EQUITABLE  
ASSURANCE COMPANY OF NEW  
YORK, A Corporation

DEFENDANT

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. J. Mosser  
Deputy Sheriff

JUN 1 1970

TAYLOR WILKINS  
SHERIFF

IN THE CIRCUIT COURT  
BALDWIN COUNTY, ALABAMA  
AT LAW

SEA RANCH PROPERTIES,	)	IN THE CIRCUIT COURT OF
INC.,	)	
	)	BALDWIN COUNTY, ALABAMA
Plaintiff,	)	
	)	AT LAW
versus	)	
	)	
AMERICAN EQUITABLE	)	
ASSURANCE COMPANY OF NEW	)	
YORK, a corporation,	)	
	)	
Defendant.	)	CASE NO. 9293

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 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 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 Wilson Hanes, 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 14<sup>th</sup> day of April, 19 71.

Paul W. Brock  
(10)

**FILED**  
APR 16 1971  
EUNICE B. BLACKMON  
CLERK

SEA RANCH PROPERTIES, INC., )  
A Corporation, )

PLAINTIFF, )

-vs-

AMERICAN EQUITABLE )  
ASSURANCE COMPANY OF NEW YORK, )  
A Corporation, )

DEFENDANT. )

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

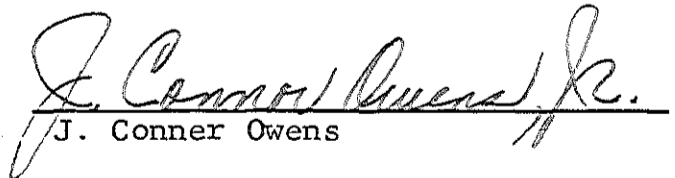
NUMBER: 9293

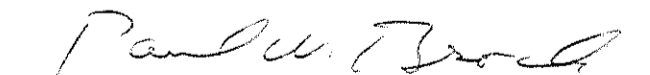
PLEAS IN ABATEMENT

Comes now the defendant and appears 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, says the following:

1. That the true name of the named defendant is not as is set forth in said complaint, but that its true name is now, was at the time of the commencement of this suit and has been at all times since then "Reliance Insurance Company" and that it is now, was at the time of the commencement of this suit and has been at all times since then a corporation, all of which is hereby verified.

2. That there is not now, was not at the time of the commencement of this suit and has not been at any time since then any such defendant corporation as "American Equitable Assurance Company of New York."

  
J. Conner Owens

  
Paul W. Brock  
Attorneys for said Defendant

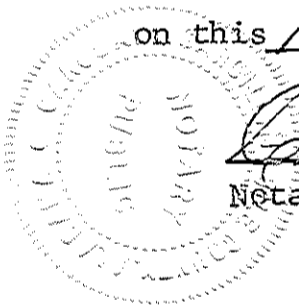
STATE OF ALABAMA

COUNTY OF MOBILE

Before me, Carol Ann Cargill, a Notary Public in and for said County in said State, appears Paul W. Brock, who, being duly sworn, deposes and says that he is one of the attorneys at law of record for the above named defendant, that he has studied the information furnished to him by Reliance Insurance Company in connection with the above case and that he is informed and believes and, based upon such information and belief avers that the facts set forth in each of the above pleas in abatement are true and correct.

Paul W. Brock  
Paul W. Brock

Subscribed and sworn to before me,  
on this 15<sup>th</sup> day of July, 1970.



Carol Ann Cargill  
Notary Public, Mobile County, Alabama

CERTIFICATE OF SERVICE

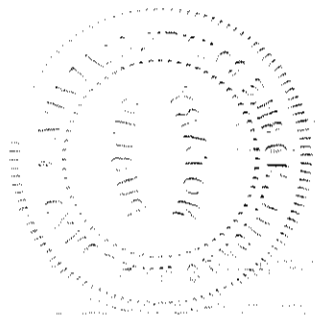
I hereby certify that I have served a true and correct copy of the foregoing pleas in abatement on Wilson Hayes, Esquire, attorney for the plaintiff by depositing the same in the United States mail, postage prepaid, addressed to Mr. Hayes at his office in Baldwin County, Alabama, on this, the 2nd day of July, 1970.

J. Connor Owens Jr.

FILED

JUL 2 1970

ALICE J. DUCK CLERK  
REGISTER



9293

RECEIVED

JUL 2 1970

WILLIAM J. CLERK  
CLERK  
REGISTER