

HERMAN LESTER BOYINGTON,)	
	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
	)	BALDWIN COUNTY, ALABAMA
Vs.)	
	)	AT LAW
AMERICAN LIBERTY INSURANCE)	
COMPANY, A Corporation,)	
	)	CASE NO. 9795
Defendant.)	

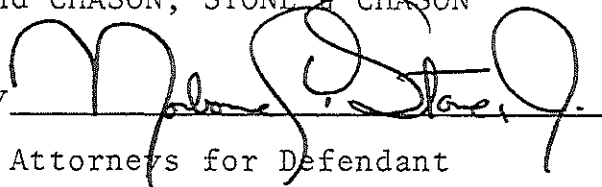
DEMURRER

Comes now the Defendant in the above styled case and demurs to the Complaint heretofore filed, and to each count thereof, separately and severally, and as grounds for demurrer assigns, separately and severally, as follows:

1. That said count fails to state a cause of action;
2. That said count fails to allege sufficient facts to establish any liability by the Defendant to the Plaintiff;
3. That said Count fails to allege a breach;
4. That said count is so vague and indefinite that it does not apprise the Defendant as to the nature of the claim against which it must defend;
5. That the allegations therein are but the conclusions of the Pleader;
6. That it affirmatively appears from the Complaint that the Defendant had a right to do that which the Plaintiff complains about;
7. That said count fails to set forth any damage.

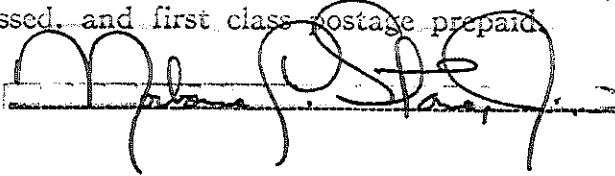
VICKERS, RIIS, MURRAY AND CURRAN
and CHASON, STONE & CHASON

By


Attorneys for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 11th
day of April, 1972, 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.



FILED

APR 14 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

HERMAN LESTER BOYINGTON,)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
AMERICAN LIBERTY INSURANCE	)	AT LAW
COMPANY, a corporation,	)	CASE NO. 9795
Defendant.)	

In reply to Defendants Pleas Numbered 3, 4 and 5, the Plaintiff says:

- A. These Pleas are no defense to the Plaintiff's Complaint.
- B. Part of the allegations of these Pleas are untrue.
- C. On April 5, 1967, the attorney for David French made an offer to the Defendant insurance company to settle his suit against Herman Boyington for the sum of FIVE THOUSAND DOLLARS (\$5,000.00). A copy of this offer of settlement is attached hereto and marked Plaintiff's Exhibit "A".

On April 10, 1967, the attorney for Herman Boyington made a demand on the Defendant insurance company to settle this suit for FIVE THOUSAND DOLLARS (\$5,000.00). A copy of this letter making this demand is attached hereto and marked Plaintiff's Exhibit "B".

The suit for declaratory judgment referred to in this Plea was not judicially determined until May 15, 1967. The Defendant insurance company waited until June 28, 1967, to respond to these offers. A copy of this letter is attached hereto and marked Plaintiff's Exhibit "C".

WILTERS & BRANTLEY

BY: *Sm Brantley*
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 7 day of Dec 1972 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.

WILTERS & BRANTLEY

By: *Sm Brantley*

FILED

DEC 8 1972

EUNICE B. BLACKMON
CIRCUIT CLERK

MICHAEL J. SALMON
LAWYER
415 VAN ANTWERP BUILDING
MOBILE, ALABAMA
HEMLOCK 8-6196

April 5, 1967

Mr. Marion Vickers, Jr.
Post Office Box 990
Mobile, Alabama

Re: David French -vs- A. D. King and
H. L. Boyington, Circuit Court of
Baldwin County, Alabama
Number 6856

Dear Sir:

In the above captioned cause you have appeared
for and represent each defendant.

In the complaint we ask for damages in the amount
of \$100,000. For the purpose of compromise, and without
prejudice to the rights of our client to demand more in the
event this offer is not accepted, we hereby make in his
behalf a firm offer to settle his case for the amount of the
policy limits, which you have advised us as the insurance
carrier's representative is \$5,000; and this offer is based
in reliance upon your representation about the same. This
offer shall remain open through and until close of business
April 20, 1967.

Very sincerely yours,

MICHAEL J. SALMON

MJS:jes

cc: Mr. Tolbert Brantley
Post Office Box 968
Bay Minette, Alabama

Ernest Bailey, Esquire
56 North Section Street
Fairhope, Alabama

April 10, 1967

Mr. Marion Vickers, Jr.
P. O. Box 990
Mobile, Alabama

RE: David French -vs- A. D. King and H. L.
Boyington, Circuit Court of Baldwin County,
Alabama, Number 6856

Dear Sir,

The attorney for David French has offered to settle the above case for FIVE THOUSAND DOLLARS (\$5,000.00). As attorney for H. L. Boyington, I hereby request and demand that you make this settlement.

If you feel that these suits can be successfully defended, you are hereby called on to defend the same. If this is your decision, Mr. Boyington and I will co-operate with you in every way in an effort to win these suits; however, if these suits are tried and a judgment is rendered against Mr. Boyington in excess of his policy limits, we will expect you to pay this amount.

Yours truly,

Tolbert M. Brantley

TMB/jc

cc Michael J. Salmon
415 Van Antwerp Bldg.
Mobile, Alabama
cc Ernest Bailey
56 N. Section Street
Fairhope, Alabama

VICKERS, RUSSELL, MURRAY AND CURRAN

ATTORNEYS AT LAW

MOBILE HANDBANK BUILDING

MOBILE ALABAMA

June 28, 1967

MARION R. VICKERS
ERLING R. VICKERS
J. MANSUR MURRAY
EDWIN R. CURRAN
MARION R. VICKERS, JR.

MAILING ADDRESS:
P.O. BOX 990-18801
PHONE: 432-9777

Mr. Tolbert M. Brantley
Wilters and Brantley
P. O. Box 968
Bay Minette, Alabama

Re: David French vs A. D. King and H. L. Boyington,
Circuit Court of Baldwin County, Alabama,
No. 6856

Exie Dean Thomas vs A. D. King and H. L. Boyington,
Circuit Court of Baldwin County, Alabama,
No. 6855;

Antonio Thomas, Jr. vs A. D. King and H. L. Boyington,
Circuit Court of Baldwin County, Alabama,
No. 6921

Lorraine Burns vs A. D. King and H. L. Boyington,
Circuit Court of Baldwin County, Alabama
No. 6854

B. R. Kidd vs A. D. King and H. L. Boyington,
Circuit Court of Baldwin County, Alabama,
No. 6853

Dear Mr. Brantley:

We received your five letters dated April 10, 1967, in which you, as attorney for H. L. Boyington, request and demand that we make the settlements proposed in said letters or that if we feel the suits could be successfully defended, that we come in and defend the same.

As you are undoubtedly aware, the Circuit Court of Mobile County, Alabama, In Equity, in Case No. 66,195-McC., rendered a Declaratory Judgment which decreed and declared that American Liberty Insurance Company, our client, is not required to defend any of the suits referred to in your letters and is not liable to any of the plaintiffs named therein for any damages resulting from the accident set forth in said

Mr. Tolbert M. Brantley

Page 2

June 28, 1967

complaints, and that there was no coverage under Policy No. DM 627899, issued by American Liberty Insurance Company to Herman Lester Boyington, with respect to the accident which occurred on July 13, 1965, involving a 1963 1 1/2 ton GMC Truck, Serial Number 305C235413, owned by Herman Lester Boyington.

In view of this decree, we are hereby advising you that American Liberty Insurance Company has no intention of making any settlement of any of the lawsuits mentioned in your letters, and you are further advised that American Liberty Insurance Company will not defend any of the said suits and is withdrawing from the defense thereof.

Yours very truly,

VICKERS, RIIS, MURRAY AND CURRAN

Marion R. Vickers, Jr.
Marion R. Vickers, Jr.

MRV/bm

HERMAN LESTER BOYINGTON,
Plaintiff,

VS.

AMERICAN LIBERTY INSURANCE
COMPANY, A Corporation,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NUMBER 9,795

PLEAS

Comes now the Defendant in the above styled cause and files the following separate and several pleas to the complaint as last amended and to each count thereof, separately and severally, viz.:

1. Not guilty;
2. The allegations of the complaint are untrue;

3. That on, to-wit, the 30th day of April, 1965, Defendant issued to Plaintiff an insurance policy covering liability for bodily injury, arising out of the use of a truck owned by Plaintiff, which policy had limits of liability of \$5,000 for injury to each person and \$10,000 for each accident, which policy was in force and effect at all times material hereto;

That on, to-wit, July 13, 1965, the truck owned by Plaintiff was involved in an accident resulting in bodily injury to David French and others whose names are not relevant to this case. David French subsequently filed suit, on, to-wit, February 9, 1966, in the Circuit Court of Baldwin County, Alabama, being Case Number 6856, claiming damages in the amount of \$100,000;

That on, to-wit, March 22, 1966, Defendant herein filed a Declaratory Judgment Suit in the Circuit Court of Mobile County, Alabama, seeking a declaration that it was not required to defend said suit, that it was not liable for any damages claimed therein and that there was no coverage under said insurance policy with respect to said accident;

That on, to-wit, October 4, 1966, a writ of injunction was issued by the Circuit Court of Mobile County, Alabama, enjoining David French from prosecuting said Case No. 6856 until further order of the Court, which writ was served on David French on October 17, 1966;

That on, to-wit, April 6, 1967, said Declaratory Judgment Suit was tried in the Circuit Court of Mobile County, Alabama, before the Honorable Dan T. McCall and a jury, resulting in an affirmative charge to the jury and a Decree for the Defendant herein (Complainant in the Declaratory Judgment Suit) holding that the Defendant herein was not required to defend said suit by David French, that Defendant herein was not liable for any damages resulting from said accident and that there was no coverage under said policy with respect to said accident;

That although the jury verdict and Decree were rendered in open Court on April 6, 1967, the Decree was signed on May 15, 1972, a copy of said Decree, marked Exhibit B, being attached hereto and made a part hereof as though fully set forth herein;

That on, to-wit, April 7, 1967, one day after rendition of said Decree, David French did by letter dated April 5, 1967, offer to settle said case for the amount of the policy limits of \$5,000 a copy of which letter is attached as Exhibit A hereto and made a part hereof as though fully set forth herein;

That on, to-wit, April 10, 1967, four days after the trial of the Declaratory Judgment Suit and the favorable Decree for Defendant herein, Plaintiff's attorney (herein) demanded that Defendant (herein) accept the offer of David French to settle within the policy limits;

Defendant, on, to-wit, June 28, 1972, advised Plaintiff that, in view of the Decree referred to above, it would not settle or defend said Case Number 6856;

That Plaintiff herein (Respondent in the Declaratory Judgment Suit), on, to-wit, July 24, 1967, commenced an appeal of said Decree rendered in the Declaratory Judgment Suit, resulting in a reversal thereof by the Supreme Court of Alabama on the 21st day of August 1969;

That Defendant herein (Complainant in the Declaratory Judgment Suit) filed an application for rehearing which was overruled on October 2, 1969;

That on, to-wit, October 20, 1969, Defendant offered to pay to David French the policy limits of \$5,000.00, which offer remained open at all times up to and including the date

of trial, a copy of which offer, marked Exhibit C, is attached hereto and made a part hereof;

That on, to-wit, the 11th day of November 1969, Case Number 6856 was tried in the Circuit Court of Baldwin County, Alabama, and was jointly defended by Marion R. Vickers, Jr., Attorney for American Liberty Insurance Company and Wilters & Brantley, Attorneys for Herman Lester Boyington, by agreement because of the large excess exposure of Boyington;

A judgment in the amount of \$8,000.00 was rendered in said case.

That subsequent to said judgment, notice of appeal was filed on behalf of David French, but the appeal was later dismissed for want of prosecution, whereupon Defendant paid into the Circuit Court of Baldwin County, Alabama, the sum of \$5,152.35, representing the policy limits, plus Court costs.

Wherefore Plaintiff ought not recover.

4. That at all times during which a settlement offer from David French was open, to-wit, from April 7, 1967 - April 20, 1967, there existed a Decree from the Circuit Court of Mobile County, Alabama, holding that Defendant was not required to defend the suit by David French referred to in the complaint, that Defendant was not liable for any of the damages claimed in said suit and that there was no coverage under the insurance policy referred to in the complaint herein with respect to the accident in which David French was injured; and upon reversal of said Decree, and overruling of application for rehearing on October 2, 1969, Defendant offered to settle said suit for the policy

limits of \$5,000.00, which offer remained open at all times up to and during the trial of the case which Defendant's attorneys defended, as required by the insurance policy, jointly with Wilters and Brantley, Attorneys for Herman Lester Boyington, by agreement, because of the large excess exposure of Boyington;

Wherefore Plaintiff ought not recover.

5. That upon investigation of the claim by David French referred to in the complaint, Defendant herein sought and obtained from the Circuit Court of Mobile County, Alabama, a Declaratory Judgment that it was not required to defend the suit filed by David French, that it was not liable for any damages resulting from the suit filed by David French and that there was no coverage under the insurance policy referred to in the complaint herein with respect to the accident in which David French was injured, which Decree was reversed by the Supreme Court of Alabama on August 21, 1969 and application for rehearing overruled on October 2, 1969, whereupon, on October 20, 1969, Defendant offered to settle the suit filed by David French for the policy limits of \$5,000.00, which offer remained open at all times up to and including the date of trial of the case which Defendant's attorneys defended, as required by the insurance policy, jointly with Wilters and Brantley, Attorneys for Herman Lester Boyington, by agreement, because of the large excess exposure of Boyington;

Wherefore Plaintiff ought not recover.

VICKERS, RIIS, MURRAY AND CURRAN
and CHASON, STONE AND CHASON

CERTIFICATE OF SERVICE BY:

I do hereby certify that I have on this 9th day of October, 1972, served a copy of the foregoing pleading on counsel for all parties to this proceeding by delivering the same, by United States mail, properly addressed, and first class postage paid.

Attorneys for Defendant

FILED

OCT 9 1972

EUNICE B. BLACKMON circuit clerk

October 20, 1969

Mr. Michael J. Salmon
Attorney at Law
324 International Trade Center
Mobile, Alabama

Re: David French vs. Albert Dean King and
Herman Lester Boyington, Circuit Court,
Baldwin County, Alabama, Case No. 6856

Dear Mr. Salmon:

We have been informed that the above captioned case, in which you represent the Plaintiff, has been set for trial on November 10, 1969. As you know, we represent the insurance carrier for Herman Lester Boyington and we are defending this case for Mr. Boyington and for Albert Dean King as an additional insured.

You were provided with a copy of the insurance policy some time ago and you are aware that the policy limits amount to \$5,000 for an injury to one person, \$10,000 for injuries to all persons arising out of any one accident, and \$5,000 for property damages in any one accident.

We do hereby offer to pay to you, on behalf of David French, the sum of \$5,000 in full settlement of the above captioned case. This represents our policy limits with respect to one person. This offer will remain open at all times, up to and including the date of trial.

Yours very truly,

VICKERS, RIIS, MURRAY AND CURRAN

Marion R. Vickers, Jr.

MRVjr/lr

CC Mr. Tolbert M. Brantley
Mr. Ernest Bailey
Mr. Albert Dean King
Mr. Norman A. Williams

MICHAEL J. SALMON
LAWYER
415 VAN ANTWERP BUILDING
MOBILE, ALABAMA
HEMLOCK 8-8198

April 5, 1967

Mr. Marion Vickers, Jr.
Post Office Box 990
Mobile, Alabama

Re: David French -vs- A. D. King and
H. L. Boyington, Circuit Court of
Baldwin County, Alabama
Number 6856

Dear Sir:

In the above captioned cause you have appeared
for and represent each defendant.

In the complaint we ask for damages in the amount
of \$100,000. For the purpose of compromise, and without
prejudice to the rights of our client to demand more in the
event this offer is not accepted, we hereby make in his
behalf a firm offer to settle his case for the amount of the
policy limits, which you have advised us as the insurance
carrier's representative is \$5,000; and this offer is based
in reliance upon your representation about the same. This
offer shall remain open through and until close of business
April 20, 1967.

Very sincerely yours,


MICHAEL J. SALMON

MJS:jes

cc: Mr. Tolbert Brantley
Post Office Box 968
Bay Minette, Alabama

Ernest Bailey, Esquire
56 North Section Street
Fairhope, Alabama

EXHIBIT B

AMERICAN LIBERTY INSURANCE
COMPANY, a Corporation,

Complainant,

vs.

HERMAN LESTER BOYINGTON,
ALBERT DEAN KING, B. R. KIDD,
DAVID FRENCH, LORRAINE BURNS,
EXIE DEAN THOMAS, and ANTONIO
THOMAS, JR., separately and
severally,

Respondents.

) IN THE CIRCUIT COURT

) OF

) MOBILE COUNTY, ALABAMA

) IN EQUITY

) CASE NO. 66,195 - McC.

FINAL DECREE AND DECLARATORY JUDGMENT OF THE COURT

This cause being regularly set for trial on the 6th day of April, 1967, and a jury trial having been demanded, a jury was duly empaneled, issue was joined, and the case proceeded to trial upon the pleadings and proof as noted by the Register; and

It appearing to the Court that Complainant, American Liberty Insurance Company, on April 30, 1965, issued an automobile liability policy, No. DM 627899, to Respondent, Herman Lester Boyington, insuring a 1963 GMC 1 1/2 ton truck, serial number 305C235413, owned by Herman Lester Boyington; and that said vehicle was involved in an accident on July 13, 1965, while said policy was in force and effect; and

It further appearing to the Court that Respondents, B.R. Kidd, David French, Lorraine Burns, Exie Dean Thomas, and Antonio Thomas, Jr., have filed suits in the Circuit Court of Baldwin County, Alabama, claiming damages as a result of said accident; and

It further appearing to the Court that said insurance policy excluded coverage for bodily injury and property damages while the insured vehicle was being used

for the towing of a trailer, owned or hired by the insured and not covered by like insurance in the company; and

The jury, having been charged to do so by the Court, found the issues in favor of the Complainant, American Liberty Insurance Company, a Corporation, that is, that the truck of the insured, Mr. Boyington, was, at the time of the accident in question, being used for the towing of a trailer, hired by the insured, Mr. Boyington, and not covered by like insurance; and

It appearing to the Court that the insured vehicle was, at the time of the accident in question, being used for the towing of a trailer, hired by the insured and not covered by like insurance in the company;

IT IS, THEREFORE, ORDERED, ADJUDGED, DECREED AND DECLARED by the Court as follows:

1. That Complainant, American Liberty Insurance Company, is not required to defend any suit resulting from the accident, which occurred on July 13, 1965, involving a 1963 1 1/2 ton GMC truck, serial number 305C235413, owned by Respondent, Herman Lester Boyington; and

2. That Complainant is not liable to any of the respondents for any damage resulting from said accident; and

3. That there is no coverage under policy No. DM 627899, issued by Complainant, American Liberty Insurance Company to Herman Lester Boyington, with respect to said accident.

IT IS, FURTHER ORDERED, ADJUDGED AND DECREED that the temporary injunction heretofore granted in this cause

enjoining B.R. Kidd, David French, Lorraine Burns, Exio Dean Thomas and Antonio Thomas, Jr. from prosecuting certain lawsuits in the Circuit Court of Baldwin County, Alabama, be and the same hereby is dissolved.

IT IS, FURTHER ORDERED, ADJUDGED AND DECREED that the Respondents be and hereby is ordered to pay all the costs herein to be taxed by the Register, for which let execution issue.

DATED, MAY 15, 1967.

s/ Dan T. McCall, Jr.

Circuit Judge in Equity Sitting

REPLICATION

HERMAN LESTER BOYINGTON,

Plaintiff,

VS.

AMERICAN LIBERTY INSURANCE
COMPANY, a corporation,

Defendant.

)

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)

)

)

)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9795

Comes now the Plaintiff in the above styled cause and
refiles the Replication heretofore filed by the Plaintiff in this
cause to the Pleas filed by the Defendant on the 12th day of Jan-
uary, 1973.

WILTERS & BRANTLEY

BY:

Sm Brantley
Attorneys for Plaintiff

Filed 1-13-73.

*Jeffery Markham
Judge.*

HERMAN LESTER BOYINGTON,	X	
	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
	X	
	X	
vs.	X	BALDWIN COUNTY, ALABAMA
	X	
	X	
AMERICAN LIBERTY INSURANCE	X	AT LAW NO. 9,795
COMPANY, A Corporation,	X	
	X	
Defendant.	X	

DEMURRER TO REPLICATION

Comes now the Defendant in the above styled cause, by its attorneys, and demurs to the replication heretofore filed by the Plaintiff to the Defendant's Pleas numbered 3, 4 and 5 and assigns the following separate and several grounds in support thereof:

1. Said replication is immaterial.
2. Paragraph "A" is not a replication but is a demurrer.
3. The allegations of paragraph "C" of the replication are immaterial.
4. The allegations of paragraph "C" do not constitute a defense to the matters set forth in the Pleas of the Defendant to which it is addressed.
5. It affirmatively appears from the allegations of paragraph "C" of the replication that the matters therein alleged do not constitute negligence or bad faith on the part of the Defendant.
6. It affirmatively appears from the allegations of paragraph "C" that they do not constitute a defense to the

matters set forth in the Pleas to which the replication is addressed.

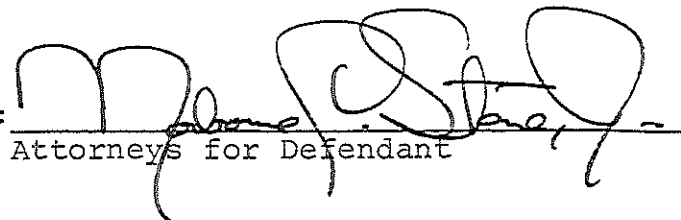
Respectfully submitted,

VICKERS, RIIS, MURRAY & CURRAN

and

CHASON, STONE & CHASON

By:


Attorneys for Defendant

Filed 1/15/73

Jefair J. Marshall
Judge

DEMURRERS TO PLEAS FILED JANUARY 12, 1973

HERMAN LESTER BOYINGTON,

Plaintiff,

VS.

AMERICAN LIBERTY INSURANCE
COMPANY, a corporation,

Defendant.

Comes now the Plaintiff in the above styled cause and files the following Demurrers to Pleas Numbered 3, 4 and 5:

1.

These Pleas are no defense to the Plaintiff's Complaint.

2.

These are immaterial Pleas.

WILTERS & BRANTLEY

BY:

Attorneys for Plaintiff

Filed: 1-15-73

14973 Denumer overruled. Jefferson J. Marshall
Judge.

HERMAN LESTER BOYINGTON, X
Plaintiff, X IN THE CIRCUIT COURT OF
X
vs. X BALDWIN COUNTY, ALABAMA
X
AMERICAN LIBERTY INSURANCE X AT LAW CASE NO: 9,795
COMPANY, A Corporation, X
Defendant. X

PLEAS

Comes now the Defendant in the above styled cause and amends the pleas heretofore filed by it so that the same shall read as follows:

1. Not guilty;
2. The allegations of the complaint are untrue;
3. That on, to-wit, the 30th day of April, 1965, Defendant issued to Plaintiff an insurance policy covering liability for bodily injury, arising out of the use of a truck owned by Plaintiff, which policy had limits of liability of \$5,000 for injury to each person and \$10,000 for each accident, which policy was in force and effect at all times material hereto;

That on, to-wit, July 13, 1965, the truck owned by Plaintiff was involved in an accident resulting in bodily injury to David French and others whose names are not relevant to this case. David French subsequently filed suit, on, to-wit, February 9, 1966, in the Circuit Court of Baldwin County, Alabama, being Case Number 6856, claiming damages in the amount of \$100,000;

That on, to-wit, March 22, 1966, Defendant herein filed a Declaratory Judgment Suit in the Circuit Court of Mobile County, Alabama, seeking a declaration that it was not required to defend said suit, that it was not liable for any damages claimed therein and that there was no coverage under said insurance policy with respect to said accident;

That on, to-wit, October 4, 1966, a writ of injunction was issued by the Circuit Court of Mobile County, Alabama, enjoining David French from prosecuting said Case No. 6856 until further order of the Court, which writ was served on David French on October 17, 1966;

That on, to-wit, April 6, 1967, said Declaratory Judgment Suit was tried in the Circuit Court of Mobile County, Alabama, before the Honorable Dan T. McCall and a jury, resulting in an affirmative charge to the jury and a Decree for the Defendant herein (Complaint in the Declaratory Judgment Suit) holding that the Defendant herein was not required to defend said suit by David French, that Defendant herein was not liable for any damages resulting from said accident and that there was no coverage under said policy with respect to said accident;

That although the jury verdict and Decree were rendered in open Court on April 6, 1967, the Decree was signed on May 15, 1972, a copy of said Decree, marked Exhibit A being attached hereto and made a part hereof as though fully set forth herein;

~~That on~~ David French did by letter dated April 5, 1967, offer to settle said case for the amount of the policy

limits of \$5,000 a copy of which letter is attached as Exhibit B hereto and made a part hereof as though fully set forth herein;

That on, to-wit, April 10, 1967, four days after the trial of the Declaratory Judgment Suit and the favorable Decree for Defendant herein, Plaintiff's attorney (herein) demanded that Defendant (herein) accept the offer of David French to settle within the policy limits;

Defendant, on, to-wit, June 28, 1972, advised Plaintiff that, in view of the Decree referred to above, it would not settle or defend said Case Number 6856;

That Plaintiff herein (Respondent in the Declaratory Judgment Suit), on, to-wit, July 24, 1967, commenced an appeal of said Decree rendered in the Declaratory Judgment Suit, resulting in a reversal thereof by the Supreme Court of Alabama on the 21st day of August 1969;

That Defendant herein (Complainant in the Declaratory Judgment Suit) filed an application for rehearing which was overruled on October 2, 1969;

That on, to-wit, October 20, 1969, Defendant offered to pay to David French the policy limits of \$5,000.00, which offer remained open at all times up to and including the date of trial, a copy of which offer, marked Exhibit C, is attached hereto and made a part hereof;

That on, to-wit, the 11th day of November, 1969 Case Number 6856 was tried in the Circuit Court of Baldwin County, Alabama, and was jointly defended by Marion R. Vickers, Jr.,

Attorney for American Liberty Insurance Company and Wilters & Brantley, Attorneys for Herman Lester Boyington, by agreement because of the large excess exposure of Boyington;

A judgment in the amount of \$8,000.00 was rendered in said case.

That subsequent to said judgment, notice of appeal was filed on behalf of David French, but the appeal was later dismissed for want of presecution, whereupon Defendant paid into the Circuit Court of Baldwin County, Alabama, the sum of \$5,152.35, representing the policy limits, plus court costs.

Wherefore Plaintiff ought not recover.

4. That at all times during which a settlement offer from David French was open, there existed a Decree from the Circuit Court of Mobile County, Alabama, holding that Defendant was not required to defend the suit by David French referred to in the complaint, that Defendant was not liable for any of the damages claimed in said suit and that there was no coverage under the insurance policy referred to in the complaint herein with respect to the accident in which David French was injured; and upon reversal of said Decree, and overruling of application for rehearing on October 2, 1969, Defendant offered to settle said suit for the plicy limits of \$5,000.00, which offer remained open at all times up to and during the trial of the case which Defendant's attorneys defended, as required by the insurance policy, jointly with Wilters and Brantley, Attorneys for Herman Lester Boyington, by agreement, because of the large excess exposure of Boyington;

Wherefore Plaintiff ought not recover.

5. That upon investigation of the claim by David French referred to in the complaint, Defendant herein sought and obtained from the Circuit Court of Mobile County, Alabama, a Declaratory Judgment that it was not required to defend the suit filed by David French, that it was not liable for any damages resulting from the suit filed by David French and that there was no coverage under the insurance policy referred to in the complaint herein with respect to the accident in which David French was injured, which Decree was reversed by the Supreme Court of Alabama on August 21, 1969 and application for rehearing overruled on October 2, 1969, whereupon, on October 20, 1969, Defendant offered to settle the suit filed by David French for the policy limits of \$5,000.00, which offer remained open at all times up to and including the date of trial of the case which Defendant's attorneys defended, as required by the insurance policy, jointly with Wilters and Brantley, Attorneys for Herman Lester Boyington.

Wherefore Plaintiff ought not recover.

VICKERS, RIIS, MURRAY AND CURRAN
and CHASON, STONE AND CHASON

BY: 

Attorneys for Defendant

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 12 day

of January, 1973



FILED

JAN 12 1973

EUNICE B. BLACKMON CIRCUIT CLERK

AMERICAN LIBERTY INSURANCE	)	IN THE CIRCUIT COURT
COMPANY, a Corporation,)	
	)	OF
Complainant,)	
	)	MOBILE COUNTY, ALABAMA
vs.)	
	)	IN EQUITY
HERMAN LESTER BOYINGTON,)	
ALBERT DEAN KING, B. R. KIDD,)	
DAVID FRENCH, LORRAINE BURNS,)	
EXIE DEAN THOMAS, and ANTONIO)	
THOMAS, JR., separately and)	
severally,)	
)	
Respondents.	)	CASE NO. <u>66,195 - McC.</u>

FINAL DECREE AND DECLARATORY JUDGMENT OF THE COURT

This cause being regularly set for trial on the 6th day of April, 1967, and a jury trial having been demanded, a jury was duly empaneled, issue was joined, and the case proceeded to trial upon the pleadings and proof as noted by the Register; and

It appearing to the Court that Complainant, American Liberty Insurance Company, on April 30, 1965, issued an automobile liability policy, No. DM 627899, to Respondent, Herman Lester Boyington, insuring a 1963 GMC 1 1/2 ton truck, serial number 305C235413, owned by Herman Lester Boyington; and that said vehicle was involved in an accident on July 13, 1965, while said policy was in force and effect; and

It further appearing to the Court that Respondents, B.R. Kidd, David French, Lorraine Burns, Exie Dean Thomas, and Antonio Thomas, Jr., have filed suits in the Circuit Court of Baldwin County, Alabama, claiming damages as a result of said accident; and

It further appearing to the Court that said insurance policy excluded coverage for bodily injury and property damages while the insured vehicle was being used

for the towing of a trailer, owned or hired by the insured and not covered by like insurance in the company; and

The jury, having been charged to do so by the Court, found the issues in favor of the Complainant, American Liberty Insurance Company, a Corporation, that is, that the truck of the insured, Mr. Boyington, was, at the time of the accident in question, being used for the towing of a trailer, hired by the insured, Mr. Boyington, and not covered by like insurance; and

It appearing to the Court that the insured vehicle was, at the time of the accident in question, being used for the towing of a trailer, hired by the insured and not covered by like insurance in the company;

IT IS, THEREFORE, ORDERED, ADJUDGED, DECREED AND DECLARED by the Court as follows:

1. That Complainant, American Liberty Insurance Company, is not required to defend any suit resulting from the accident, which occurred on July 13, 1965, involving a 1963 1 1/2 ton GMC truck, serial number 305C235413, owned by Respondent, Herman Lester Boyington; and

2. That Complainant is not liable to any of the respondents for any damage resulting from said accident; and

3. That there is no coverage under policy No. DM 627899, issued by Complainant, American Liberty Insurance Company to Herman Lester Boyington, with respect to said accident.

IT IS, FURTHER ORDERED, ADJUDGED AND DECREED that the temporary injunction heretofore granted in this cause

enjoining B.R. Kidd, David French, Lorraine Burns, Exio Dean Thomas and Antonio Thomas, Jr. from prosecuting certain lawsuits in the Circuit Court of Baldwin County, Alabama, be and the same hereby is dissolved.

IT IS, FURTHER ORDERED, ADJUDGED AND DECREED that the Respondents be and hereby is ordered to pay all the costs herein to be taxed by the Register, for which let execution issue.

DATED, MAY 15, 1967.

s/ Dan T. McCall, Jr.

Circuit Judge in Equity Sitting

MICHAEL J. SALMON
LAWYER
415 VAN ANTWERP BUILDING
MOBILE, ALABAMA
HEMLOCK 8-6100

April 5, 1967

Mr. Marion Vickers, Jr.
Post Office Box 990
Mobile, Alabama

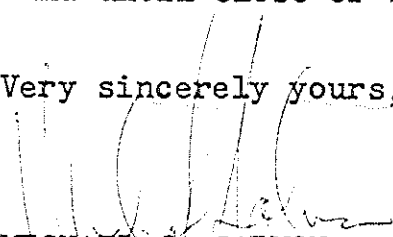
Re: David French -vs- A. D. King and
H. L. Boyington, Circuit Court of
Baldwin County, Alabama
Number 6856

Dear Sir:

In the above captioned cause you have appeared
for and represent each defendant.

In the complaint we ask for damages in the amount
of \$100,000. For the purpose of compromise, and without
prejudice to the rights of our client to demand more in the
event this offer is not accepted, we hereby make in his
behalf a firm offer to settle his case for the amount of the
policy limits, which you have advised us as the insurance
carrier's representative is \$5,000; and this offer is based
in reliance upon your representation about the same. This
offer shall remain open through and until close of business
April 20, 1967.

Very sincerely yours,


MICHAEL J. SALMON

MJS:jes

cc: Mr. Tolbert Brantley
Post Office Box 968
Bay Minette, Alabama

Ernest Bailey, Esquire
56 North Section Street
Fairhope, Alabama

70 - 399

EXHIBIT B

October 20, 1969

Mr. Michael J. Salmon
Attorney at Law
324 International Trade Center
Mobile, Alabama

Re: David French vs. Albert Dean King and
Herman Lester Boyington, Circuit Court,
Baldwin County, Alabama, Case No. 6856

Dear Mr. Salmon:

We have been informed that the above captioned case, in which you represent the Plaintiff, has been set for trial on November 10, 1969. As you know, we represent the insurance carrier for Herman Lester Boyington and we are defending this case for Mr. Boyington and for Albert Dean King as an additional insured.

You were provided with a copy of the insurance policy some time ago and you are aware that the policy limits amount to \$5,000 for an injury to one person, \$10,000 for injuries to all persons arising out of any one accident, and \$5,000 for property damages in any one accident.

We do hereby offer to pay to you, on behalf of David French, the sum of \$5,000 in full settlement of the above captioned case. This represents our policy limits with respect to one person. This offer will remain open at all times, up to and including the date of trial.

Yours very truly,

VICKERS, RIIS, MURRAY AND CURRAN

Marion R. Vickers, Jr.

MRVjr/lr

CC Mr. Tolbert M. Brantley
Mr. Ernest Bailey
Mr. Albert Dean King
Mr. Norman A. Williams

FILED

JAN 12 1973

EUNICE B. BLACKMON circuit
CLERK

HERMAN LESTER BOYINGTON,	X		
Plaintiff,	X	IN THE CIRCUIT COURT OF	
vs.	X	BALDWIN COUNTY, ALABAMA	
	X		
AMERICAN LIBERTY INSURANCE	X	AT LAW	NO. 9795
COMPANY, A Corporation,			
	X		
Defendant.			
	X		

MOTION TO STRIKE

Comes now the Defendant in the above styled cause, by its attorneys, and moves to strike the following allegations from the noted Counts of the Complaint heretofore filed against it:

a. The allegation of Count 1 wherein the Plaintiff alleges "he has become obliged to pay his attorney for representing him in the defense of the five suits filed in Baldwin County, Alabama, and for representing him in the defense of the declaratory judgment suit filed in Mobile County, Alabama, and for the appeal of this declaratory judgment suit to the Supreme Court of Alabama."

b. The allegation of Count 3 of the Complaint wherein the Plaintiff alleges "the Plaintiff was obliged to defend a declaratory judgment in the Circuit Court of Mobile County, Alabama, appeal the same to the Supreme Court of Alabama, prepare the defense of the five law suits, try one of the said suits, resist and (sic) appeal to the Supreme Court of Alabama on one of these suits."

c. The allegation of Count 4 of the Complaint wherein the Plaintiff alleges "the Plaintiff was:

a. Forced to employ an attorney to defend this suit, prepare for and participate in its trial; employ an attorney to appeal the judgment of the lower Court. The trial court found in favor of the Defendant, its judgment was reversed on appeal.

b. He was forced to employ an attorney to defend the five suits filed in the Circuit Court of Baldwin County, Alabama, and prepare for trial of these cases.

c. He participated in the defense of case filed by David French. This resulted in a judgment for David French in the sum of \$8,000.00.

d. He was forced to employ an attorney for the appeal of this judgment; this was appealed by David French to the Supreme Court of Alabama.

f. He was aggravated, harrassed and caused to expend much time and effort as a result of the Defendant's acts.

The Plaintiff asks for punative damages.

The Plaintiff asks for exempleary damages."

and as grounds for this Motion assigns, separately and severally, the follows:

1. The allegations, and each of them, claim damages to which the Plaintiff is not entitled.

2. It affirmatively appears from the allegations of the Complaint and the Counts hereinabove referred to that the Plaintiff is claiming damages to which he is not entitled.

3. The allegations of Count 1 of the Complaint hereinabove referred to claim damages to which the Plaintiff is not entitled.

4. The allegations of Count 3 of the Complaint hereinabove referred to claim damages to which the Plaintiff is not entitled.

5. The allegations of Count 4 of the Complaint hereinabove referred to claim damages to which the Plaintiff is not entitled.

6. It affirmatively appears from the allegations of Count 4 of the Complaint that the Plaintiff is not entitled to punitive damages.

7. It affirmatively appears from the allegations of Count 4 of the Complaint that the Plaintiff is not entitled to exemplary damages.

8. No facts are alleged in Count 4 of the Complaint which, if proven, would entitle the Plaintiff to punitive damages.

9. No facts are alleged in Count 4 of the Complaint which, if proven, would entitle the Plaintiff to exemplary damages.

10. Count 1 of the Complaint fails to allege any agreement between the Defendant and the Plaintiff to pay attorneys fees.

11. Count 3 of the Complaint fails to allege any agreement between the Defendant and the Plaintiff to pay attorneys fees.

12. Count 4 of the Complaint fails to allege any agreement between the Defendant and the Plaintiff to pay attorneys fees.

13. The allegations of Count 1 of the Complaint fail to allege an agreement on the part of the Defendant to pay any attorneys fees incurred by the Plaintiff and a breach thereof by the Defendant.

14. The allegations of Count 3 of the Complaint fail to allege an agreement on the part of the Defendant to pay any attorneys fees incurred by the Plaintiff and a breach thereof by the Defendant.

15. The allegations of Count 4 of the Complaint fail to allege an agreement on the part of the Defendant to pay any attorneys fee incurred by the Plaintiff and a breach thereof by the Defendant.

Without waiving the foregoing Motion to Strike, but expressly insisting thereon, comes now the Defendant, by its attorneys, and demurs to Count 2 of the Complaint and assigns the following separate and several grounds in support thereof:

1. Count 2 of the Complaint fails to state a cause of action.

2. Count 2 of the Complaint fails to allege sufficient facts to establish any liability by the Defendant to the Plaintiff.

3. Count 2 of the Complaint fails to allege that the Defendant had an opportunity to settle these cases therein referred to and negligently failed to do so.

4. The allegations of Count 2 of the Complaint fail to allege a duty owing from the Defendant to the Plaintiff and a breach of that duty resulting in the alleged damages to the Plaintiff.

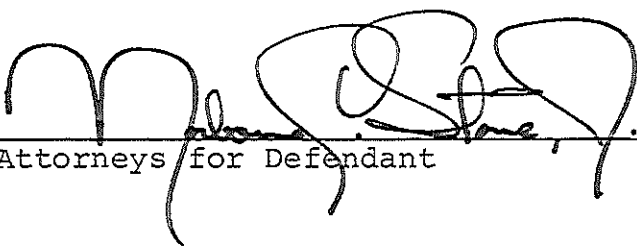
Respectfully submitted,

VICKERS, RIIS, MURRAY and CURRAN

and

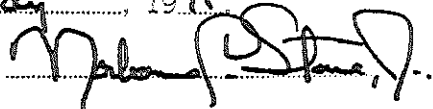
CHASON, STONE & CHASON

By:


Attorneys for Defendant

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 10 day of May, 1971.



FILED

MAY 10 1971

EUNICE B. BLACKMON CIRCUIT CLERK

9795

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HERMAN LESTER BOYINGTON,	I	
Plaintiff,	I	IN THE CIRCUIT COURT OF
Vs.	I	BALDWIN COUNTY, ALABAMA
AMERICAN LIBERTY INSURANCE	I	AT LAW
COMPANY, a corporation,	I	CASE NO. <u>9795</u>
Defendant.	I	

1.

The Plaintiff claims of the Defendant the sum of TEN THOUSAND DOLLARS (\$10,000.00) as damages for breach of a written insurance contract entered into by and between the Plaintiff and Defendant on to-wit, the 22nd day of March, 1965, which became effective April 30, 1965. A copy of this contract and insurance policy is attached hereto, Marked Exhibit A, and made a part thereof as if here fully set out.

The Plaintiff avers that while said contract was in full force and effect, the truck covered by this insurance policy was involved in an accident in Clarke County, Alabama, on to-wit, the 13th day of July, 1965, and as a result of said accident, the following people were injured: David French, Antonio Thomas, Jr., Exie Dean Thomas, Lorraine Burns, R. B. Kidd. These five people sued the Plaintiff and his truck driver, who is Albert Dean King, in the Circuit Court of Baldwin County, Alabama, in the following amounts: David French - \$100,000.00, Antonio Thomas, Jr. - \$10,000.00, Exie Dean Thomas - \$35,000.00, Lorraine Burns - \$50,000.00, R. B. Kidd - \$20,000.00. The Defendant was given notice of this accident and instead of attempting to settle these claims, the Defendant brought suit for declaratory judgment in the Circuit Court of Mobile County, Alabama, against the Plaintiff and his truck driver, and the five injured parties. In this suit, the Defendant asked the Court to declare that it was not obliged to defend the Plaintiff for the injuries growing out of said accident. This suit was filed the 23rd day of December, 1965.

On the 9th day of February, 1966, all the aforesaid suits were filed in Baldwin County, Alabama, against the Plaintiff except one which was filed on the 30th day of March, 1966. After the declaratory judgment suit was filed, the Circuit Court of Mobile, County, Alabama, issued an injunction enjoining further prosecution of the suits in Baldwin County, Alabama, until the declaratory judgment was determined.

On the 5th day of April, 1969, all the parties who had sued the Plaintiff offered to settle their suits for amounts within the limits of the aforesaid insurance policy. On the 10th day of April, 1969, the Plaintiff requested and demanded the Defendant to make these settlements. The Plaintiff alleges that the injuries received by the parties who sued the Plaintiff were of a serious nature. That the Defendant was aware of this, yet they failed or refused to enter into any negotiation for settlement. On the 15th day of May, 1969, the Circuit Court of Mobile County, Alabama, entered a decree declaring that the Defendant was not liable to defend any of the suits resulting from the aforesaid accident under the terms of their insurance policy, and was not liable to pay any parties' damages arising out of said accident. On the 28th day of June, 1969, the Plaintiff was advised that the Defendant had no intention of making any settlement of the aforesaid suits and would not defend any of these suits and withdrew their appearance in these matters.

As a result of this, the Plaintiff was forced to retain an attorney to defend these five said suits in Baldwin County, Alabama, was obliged to retain an attorney to represent him in this declaratory judgment suit in Mobile County, Alabama, and retain an attorney to appeal this case to the Supreme Court of Alabama. The Plaintiff avers that the decision of the Circuit Court of Mobile County, Alabama, was reversed in the Supreme Court and the declaratory judgment suit was dismissed.

Before a jury, a verdict for David French was rendered against the Plaintiff in his suit in the sum of \$8,000.00. At this time, the Defendant had re-entered this case and helped to defend the same. David French filed a notice of appeal from the verdict of the jury and the Plaintiff came in and defended this appeal. Plaintiff avers that all the suits against the Plaintiff were settled by the Defendant after the aforesaid verdict except this suit filed by David French and the Defendant paid \$5,000.00 toward the judgment obtained by David French. Plaintiff avers that as a result of the breach of contract, the Plaintiff was damaged as follows: He has become obliged to pay his attorney for representing him in the defense of the five suits filed in Baldwin County, Alabama, and for representing him on appeal of one of these suits, and for representing him in the defense of the declaratory judgment suit filed in Mobile County, Alabama, and for the appeal of this declaratory judgment suit to the Supreme Court of Alabama, and he owes \$3,000.00 on the David French judgment; all to the loss of the Plaintiff in the sum of \$10,000.00.

2.

Plaintiff claims of the Defendant the sum of THREE THOUSAND DOLLARS (\$3,000.00) for damages for that heretofore the Defendant issued the Plaintiff an insurance policy insuring a truck belonging to the Plaintiff; a copy of said policy is attached hereto and marked Plaintiff's Exhibit A and is made a part hereof as if here fully set out. While said policy was in full force and effect, the said truck was involved in an accident. Five people were injured as a result of this accident. One of these, David French, was permanently injured; he was paralyzed in both arms and both legs. The Plaintiff avers that the Defendant had knowledge

of all of this, yet it negligently failed or refused to settle these cases and as a result of said negligence, David French, one of the injured parties, sued the Plaintiff and received a judgment against the Plaintiff for the sum of \$8,000.00 which is \$3,000.00 in excess of the Defendant's liability as defined by the insurance contract. The Plaintiff says further that as a direct and proximate result of said negligence, the Plaintiff is liable to David French for the aforesaid sum.

3.

The Plaintiff claims of the Defendant the sum of TEN THOUSAND DOLLARS (\$10,000.00) as damages for that heretofore on to-wit, the 22nd day of March, 1965, the Defendant issued the Plaintiff an insurance policy; a copy of this is attached hereto marked Plaintiff's Exhibit A, and made a part hereof as if here fully set out. That while the same was in full force and effect the vehicle which was insured by the Defendant was involved in an accident. Several people were hurt as a result of said accident and David French was severely injured and permanently injured, and is partially paralyzed in both arms and both legs. That the Defendant had knowledge of this. The Plaintiff avers that David French and all of the parties who were injured in said suit offered to settle the same within the terms of this policy. The Defendant in bad faith failed and refused to settle these claims and as a direct and proximate result thereof, the Plaintiff was obliged to defend a declaratory judgment suit in the Circuit Court of Mobile County, Alabama, appeal the same to the Supreme Court of Alabama, prepare the defense of the five law suits, try one of the said suits, resist and appeal to the Supreme Court of Alabama on one of these suits and has become liable for the sum of \$3,000.00. The Plaintiff avers that the suit of David French, which is \$3,000.00 in excess of the Defendant's liability under the terms of its insurance contract. Hence this suit.

The Plaintiff claims of the Defendant FIFTY THOUSAND DOLLARS (\$50,000.00) as damages for that heretofore on to-wit, March 22, 1965, the Defendant issued the Plaintiff an insurance policy, a copy of which is attached hereto, marked Plaintiff's Exhibit A and made a part hereof as if here fully set out. While this policy was in full force and effect, the vehicle insured by aforesaid policy was involved in a wreck in Clarke County, Alabama, resulting in injury to five people. One of these people was severely and permanently injured. He was and is paralyzed in both arms and both legs. The Defendant was notified of this wreck and made aware of the aforesaid facts. Instead of attempting to negotiate a settlement with the injured parties, which was its duty under the terms of the aforesaid policy, the Defendant wilfully, oppressively and under the circumstances of aggravation filed a suit in the Circuit Court of Mobile County, Alabama, for a declaratory judgment against the Plaintiff, his driver and the five injured parties wherein it asked the Court to find that it was not liable under the terms of the aforesaid policy to the injured. It asked the Court to enjoin the five injured parties from prosecution of their suits against the Plaintiff pending a final decision of this declaratory judgment suit. At that time the five injured parties had sued the Plaintiff and his driver in the Circuit Court of Baldwin County, Alabama for damages growing out of the aforesaid accident. The total amount they sued for was \$215,000.00. As a direct and proximate result of the Defendant's willful oppressive and aggravating act of filing the aforesaid suit for declaratory judgment, the Plaintiff was:

a. Forced to employ an attorney to defend this suit, prepare for and participate in its trial; employ an attorney to appeal the judgment of the lower court. The trial court found in favor of the Defendant, its judgment was reversed on appeal.

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b. He was forced to employ an attorney to defend the five suits filed in the Circuit Court of Baldwin County, Alabama, and prepare for trial of these cases.

c. He participated in the defense of case filed by David French. This resulted in a judgment for David French in the sum of \$8,000.00.

d. He was forced to employ an attorney for the appeal of this judgment; this was appealed by David French to the Supreme Court of Alabama.

e. He now has a judgment against him for the sum of \$3,000.00. \$5,000.00 of the \$8,000.00 judgment was paid by the Defendant.

f. He was aggravated, harrassed and caused to expend much time and effort as a result of the Defendant's acts.

The Plaintiff asks for punative damages.

The Plaintiff asks for exemplary damages.

WILTERS & BRANTLEY

BY:

Solomon M Brantley
Attorney for the Plaintiff

Plaintiff demands a trial by jury.

WILTERS & BRANTLEY

BY:

Solomon M Brantley
Attorney for the Plaintiff

FILED

APR 12 1971

EUNICE B. BLACKMON CIRCUIT CLERK

70-370 A

Handwritten notes at the top left of the page.

TRAVELING EXPENSE \$100

Wester

APR 16 1971

Executed this the day of
on American Liberty
Ins. Co. A. Corp.

by leaving a copy of within with
of said co
As Agent

MELVIN BAILEY, Sheriff
Jefferson County, Alabama

By Wester

6.9

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 9795

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon American Liberty Insurance Company, a corp.
Box 2508- Birmingham, Alabama

.....
to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette against.....

..... American Liberty Insurance Company, a corp., Defendant.....

by Herman Lester Boyington

....., Plaintiff.....

Witness my hand this..... 12th day of April 19 71

..... Eunice B. Blackmon Clerk

70 - 371

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No. 9795

Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

HERMAN LESTER BOYINGTON

Plaintiffs

vs.

AMERICAN LIBERTY INSURANCE COMPANY
a corp.

Defendants

SUMMONS AND COMPLAINT

Filed 4/12/71 19.....

EUNICE B. BLACKMON

Clerk

FILED

APR 12 1971

EUNICE B. BLACKMON

CIRCUIT
CLERK

WILTERS & BRANTLEY

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

APR 13 1971

Received In Office
SHERIFF

19.....

Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Melvin Bailey, Sheriff of
Jefferson County, Alabama,
claims \$1.50 each for serving
process(es) and \$1.00
tr. & exp. fee on each of
process(es) and total of
\$2.50
West Deputy Sheriff

Sheriff

Deputy Sheriff

Defendant Can

be served at

Box 2508

Birmingham,
Ala Home.