

LULA I. DOBBINS,

Plaintiff,

vs.

SOUTHERN LIFE AND
HEALTH INSURANCE
COMPANY, A Corporation,

Defendant.

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

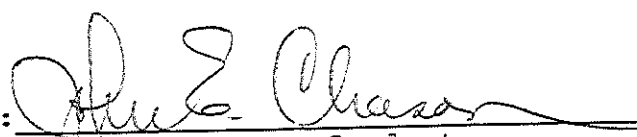
NO. 9885

DEMURRER

Comes now the Defendant in the above styled cause and demurs to the Complaint heretofore filed in said cause and to each count thereof, separately and severally, and assigns the following separate and several grounds in support thereof:

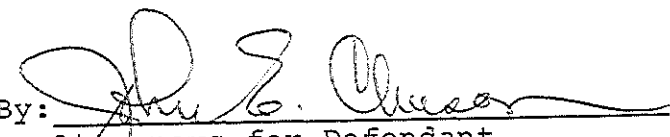
1. Said Complaint is vague, uncertain and indefinite.
2. Said Complaint does not sufficiently apprise the Defendant of the matters and things which it is called upon to defend.
3. Said Complaint does not sufficiently identify the alleged policy of insurance under which the Plaintiff claims.

CHASON, STONE & CHASON

By: 
Attorneys for Defendant

The Defendant respectfully
demands a trial of this
cause by a jury.

CHASON, STONE & CHASON

By: 
Attorneys for Defendant

FILED

JUL 13 1971

EUNICE B. BLACKMON
CIRCUIT CLERK

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69-216

LULA I. DOBBINS,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	BALDWIN COUNTY, ALABAMA
SOUTHERN LIFE AND HEALTH	X	AT LAW
INSURANCE COMPANY, a	X	CASE NO. 9885
Corporation,	X	
Defendant.	X	

Comes now the Plaintiff in the above styled cause and amends Count Two to read as follows:

COUNT TWO

The Plaintiff claims of the Defendant TWO THOUSAND DOLLARS (\$2,000.00) due on a policy whereby the Defendant, on the 1st day of October, 1956, issued an insurance policy wherein they agreed among other things as follows:

Upon receipt of the Company's Home Office in Birmingham, Alabama, of due proof that the Insured, while the Policy is in full force and effect, and while no premium is in default has sustained accidental bodily injuries, which are evidenced by visible contusion or by wound on the exterior of the body (except in the case of drowning or internal injuries revealed by autopsy) and which results within ninety (90) days of its occurrence in the death of the Insured, the Company upon surrender of this Policy will pay the Principal sum specified on page four of this contract.

insuring the life of Daniel L. Dobbins upon the aforesaid terms and conditions. That Daniel L. Dobbins died on the 28th day of November, 1970, while this policy was in full force and effect while no premium was in default. That he sustained accidental bodily injuries which were evidenced by visible contusions. That he died as a result of this accident within 90 days after its occurrence, and the Defendant had notice of this and the policy was surrendered to them. The Plaintiff avers that the specific amount set forth on Page four of said contract is TWO THOUSAND DOLLARS (\$2,000.00).

FILED

WILTERS & BRANTLEY

FEB 22 1972

BY:

Attorneys for Plaintiff

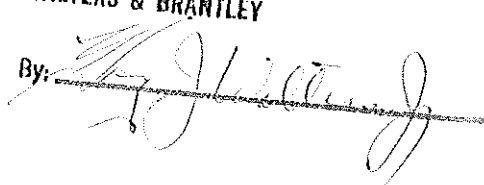
EDNICE B. BLACKMON CIRCUIT CLERK

68

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 22 day of February
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: 

FILED

FEB 22 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Southern Life and Health 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 Lula I. Dobbins.

WITNESS my hand this 17 day of June, 1971.

Eunice B. Blackmon
Clerk

LULA I. DOBBINS,	)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
SOUTHERN LIFE AND HEALTH INSUR-	)	AT LAW
ANCE COMPANY, a corporation,	)	CASE NO. <u>9885</u>
Defendant.	)	

COUNT ONE

The Plaintiff claims of the Defendant TWO THOUSAND DOLLARS (\$2,000.00) due on a policy whereby the Defendant, on the first day of October, 1956, insured the life of Daniel L. Dobbins against death by accidental means. He died on the 28th day of November, 1970, as the result of an accident of which the Defendant has had notice. Said policy is the property of the Plaintiff.

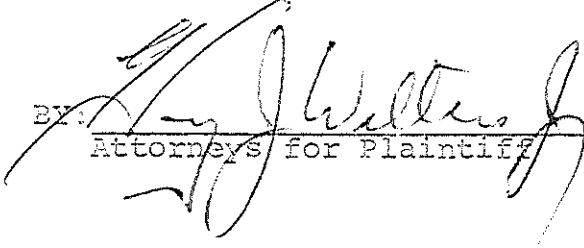
COUNT TWO

The Plaintiff claims of the Defendant TWO THOUSAND DOLLARS (\$2,000.00) due on a policy whereby the Defendant, on the first day of October, 1956, issued an insurance policy wherein they agreed among other things as follows:

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WILTERS & BRANTLEY

BY: 
Attorneys for Plaintiff

FILED

JUN 17 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

TRAVELING EXPENSE \$1.00

W. J. Wilters

The Defendant can be served at
Birmingham, Alabama (P.O. Box 671)
2121 Highland Ave South

JUN 21 1971

Executed this the _____ day of _____ 197____
on Southern Life &
Health Ins Co.
A Corp.

by leaving a copy of within with

X Kenneth E. Little As Agent
of said co

MELVIN BAILEY, Sheriff
Jefferson County, Alabama

By W. J. Wilters D.S.

VOL 69 - 215

Baldwin

9885

Lula S. Dobbins

vs.

Southern Life & Health
Insurance Company
A Corp.

2121 Highland Ave

JUN 17 1971
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JUN 17 1971

EUNICE B. BLACKMON
CIRCUIT CLERK

JUN 17 1971

CLERK
SHERIFF

Heister